



Magic Flute Montessori School

17100 Collins Ave, Suite 206, Sunny Isles Blvd, Florida 33160

EMPLOYEE HANDBOOK

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INTRODUCTION

We welcome you as an employee of Magic Flute LLC d/b/a Magic Flute Montessori School (collectively, "Magic Flute" or "the Company") and have written this handbook in order to answer some of the questions you may have concerning the policies of the Company and, in certain instances where noted, policies specific to Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask your supervisor for assistance.

In connection with your employment with the Company there will be certain personnel that will handle the administrative responsibilities for human resources related issues such as payroll processing and benefits. You should have already signed an employment letter outlining your employment relationship with Company. Questions relating to payroll, benefits or human resources issues should be directed to the dedicated human resource individual.

DEFINITIONS

- The term "employee" as used throughout this handbook means those employees employed by Company.
- The term "employment" as used throughout this handbook means your employment with Company.
- The term "supervisor" as used throughout this handbook means the Company's designated contact. The supervisor may, at his/her discretion, delegate responsibilities contained in these policies to other supervisory personnel.

This handbook is not a contract guaranteeing employment for any specific duration. Your employment with Company is at-will unless a duly authorized employment agreement with Company provides otherwise. An at-will employment relationship means that both you and the Company have the right to terminate your employment at any time. No supervisor, manager or representative of the Company, other than the CEO, has the authority to change your at-will status, enter into any agreement for employment for any specified period, or make any promises or commitments contrary to the foregoing. Such agreements are not duly authorized and enforceable unless they are in writing and signed by both you and the CEO of Company.

NOTICE TO EMPLOYEES

This Employee Handbook supersedes all previous Company handbooks and policies, other than the policy of at-will employment which may only be changed by a written document signed by either the CEO of the Company. In addition, this handbook supersedes all prior management memoranda to the extent that such memoranda contradict a subject or policy covered herein.

CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the Company. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing. If you are uncertain about any policy or procedure, please check with your supervisor.

EMPLOYMENT POLICIES

This handbook is designed to answer many of your questions about the practices and policies of the Company. These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Feel free to consult with your supervisor for help concerning anything you do not understand.

AT-WILL EMPLOYMENT

Your employment with Company is also at-will unless a duly authorized employment agreement with Company provides otherwise. As an at-will employee, you have not entered into a contract regarding the duration of your employment, which means you are free to terminate your employment with the Company at any time, with or without reason. Likewise, the Company, in its discretion, has the right to terminate your employment, or discipline, transfer or demote you at any time, with or without reason, as long as not otherwise prohibited by law. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of duly authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

EQUAL EMPLOYMENT OPPORTUNITY

The Company provides equal employment opportunities to all employees and applicants without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status status of a special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship to the Company. A reasonable accommodation may include changes in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation, you must inform your supervisor that there is a need for an adjustment or change at work for a reason related to a disability. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

PERSONNEL FILES

The Company maintains a personnel file on each employee. You may review your personnel file upon request and in the presence of authorized personnel. If you are interested in reviewing your file, contact your supervisor to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your supervisor of any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out and sent to the Company.

EMPLOYMENT REFERENCES

All employment verification or reference requests on current or former employees are to be referred to the Company through your supervisor. The Company will normally only release last title and dates of employment. All other requests for information on current or former employees also are to be referred to the supervisor, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to the Company. Certain information will be provided only if the employee has signed a release.

JOB PERFORMANCE EVALUATIONS

The Company seeks to attract and retain highly competent and motivated employees. We believe that the performance evaluation process, coupled with sound salary administration, is vital to accomplishing this objective.

The performance evaluation process provides the company the important opportunity to:

- evaluate and provide feedback on individual job performance;
- identify specific areas of strength and weakness and provide direction;
- recognize employee achievements and structure rewards accordingly;
- review employee objectives and priorities, and make adjustments where necessary; and
- ensure that all employees are evaluated and rewarded in a uniform manner.

We will conduct an initial Performance Evaluation for all new employees after the completion of 90 days of employment (the Introductory Period). Thereafter, employees will receive annual Performance Evaluations. The Performance Evaluation is a confidential document and should not be shared or discussed with anyone except your immediate supervisor. A Performance Evaluation will not necessarily result in a change of financial compensation. The existence of Performance Evaluations in no way limits or changes the “at-will” nature of each employee’s employment.

All employee Performance Evaluations are conducted annually based upon your initial Start Date. Your review date is as listed below:

Start Date

Review Date

January 1 – June 30
July 1 – December 31

As of July 31
As of January 31

After the first full year of employment, a wage increase (if at all) will be calculated back to the 1st anniversary of your Start Date. For example, if you started employment on October 1, 2019, **your first review** will take place as of January 31, 2020. Thereafter, you will be reviewed as of January 31 of each year and any wage increase will be as of the subsequent January 31st Review Date.

Each formal Performance Evaluation will be reviewed and discussed with you in detail. These reviews are designed to provide you the opportunity to discuss job tasks, identify areas for improvement, encourage and recognize strengths and contributions, and to discuss purposeful approaches for meeting goals and objectives.

Regular, informal discussions with your supervisor are strongly recommended to help you receive continual feedback about your work progress throughout the year. If you have any questions or problems, please do not wait until your scheduled review time. Speak to your supervisor immediately.

Your compensation is based on numerous factors including, but not limited to the relative contribution of your work, your experience, skills, ability, efficiency, effectiveness, knowledge, education, training, communication skills, attitude, and disciplinary record, as well as the Company's economic situation, business

needs, and market conditions. We strive to maintain rates of pay comparable to those for similar work in our industry and in our geographic area.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment either voluntarily or involuntarily by retirement, resignation, lack of work or termination.

Exit Interviews

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about Company. During the exit interview, you can provide insights into areas for improvement for Company and your specific position.

Return of Company Property

Any property issued to you by Company, such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes or credit card(s) must be returned at the time of your termination. You will be responsible for any lost or damaged items.

EMPLOYEE CONDUCT

STANDARDS OF ETHICAL CONDUCT

1. Our school values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.
2. Our primary concern is the student and the development of the student's potential. Employees will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
3. Concern for the student requires that our instructional personnel:
 - a. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
 - b. Shall not unreasonably restrain a student from independent action in pursuit of learning.
 - c. Shall not unreasonably deny a student access to diverse points of view.
 - d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
 - e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
 - f. Shall not intentionally violate or deny a student's legal rights.
 - g. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
 - h. Shall not exploit a relationship with a student for personal gain or advantage.
 - i. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
4. Aware of the importance of maintaining the respect and confidence of colleagues, of students, of parents, and of the community, employees of our school must display the highest degree of ethical conduct. This commitment requires that our employees:
 - a. Shall maintain honesty in all professional dealings.
 - b. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
 - c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
 - d. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
 - e. Shall not make malicious or intentionally false statements about a colleague.

Training Requirement All instructional personnel, educational support employees, and administrators are required as a condition of employment to complete training on these standards of ethical conduct.

Reporting Misconduct by Instructional Personnel and Administrators All instructional personnel, educational support employees, and school administrators have an obligation to report misconduct by instructional personnel, educational support employees, and school administrators which affects the health, safety, or welfare of a student. Examples of misconduct include obscene language, drug and alcohol use, disparaging comments, prejudice or bigotry, sexual innuendo, cheating or testing violations, physical aggression, and accepting or offering favors. Reports of misconduct of employees should be made to The Principal, Anna Pupysheva, magicflutemontessori@gmail.com

Reports of misconduct committed by administrators should be made to The Principal, Anna Pupysheva, magicflutemontessori@gmail.com

Legally sufficient allegations of misconduct by Florida certified educators will be reported to the Office of Professional Practices Services. Policies and procedures for reporting misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student are posted in Employee HandBook and on our Web site at www.magicflutemontessori.com

Reporting Child Abuse, Abandonment or Neglect All employees and agents have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect. Call 1-800-96-ABUSE or report online at: <http://www.dcf.state.fl.us/abuse/report/>.

Signs of Physical Abuse The child may have unexplained bruises, welts, cuts, or other injuries; broken bones; or burns. A child experiencing physical abuse may seem withdrawn or depressed, seem afraid to go home or may run away, shy away from physical contact, be aggressive, or wear inappropriate clothing to hide injuries.

Signs of Sexual Abuse The child may have torn, stained or bloody underwear, trouble walking or sitting, pain or itching in genital area, or a sexually transmitted disease. A child experiencing sexual abuse may have unusual knowledge of sex or act seductively, fear a particular person, seem withdrawn or depressed, gain or lose weight suddenly, shy away from physical contact, or run away from home.

Signs of Neglect The child may have unattended medical needs, little or no supervision at home, poor hygiene, or appear underweight. A child experiencing neglect may be frequently tired or hungry, steal food, or appear overly needy for adult attention.

Patterns of Abuse: Serious abuse usually involves a combination of factors. While a single sign may not be significant, a pattern of physical or behavioral signs is a serious indicator and should be reported.

Liability Protections Any person, official, or institution participating in good faith in any act authorized or required by law or reporting in good faith any instance of child abuse, abandonment, or neglect to the department or any law enforcement agency, shall be immune from any civil or criminal liability which might otherwise result by reason of such action. (F.S. 39.203)

An employer who discloses information about a former or current employee to a prospective employer of the former or current employee upon request of the prospective employer or of the former or current employee is immune from civil liability for such disclosure or its consequences unless it is shown by clear and convincing evidence that the information disclosed by the former or current employer was knowingly false or violated any civil right of the former or current employee protected under F.S. Chapter 760. (F.S. 768.095)

ANTI-HARASSMENT

It is the policy of the Company to maintain a working environment that encourages mutual respect and promotes respectful and congenial relationships between employees and that is free from all forms of harassment by anyone, including supervisors, co-workers, vendors, contractors, or clients/customers. Harassment, even when not unlawful or directed at a protected category, is expressly prohibited and will not be tolerated by the Company. Accordingly, Company management is committed to vigorously addressing complaints of harassment, sexual harassment and discrimination at all levels within the Company.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, the Company will promptly take any necessary and appropriate disciplinary action.

The Company will not permit or condone any acts of retaliation against anyone who files harassment or discrimination complaints or cooperates in the investigation of same.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include depending on the jurisdiction, but is not limited to unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation.

2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or,
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

The Company provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged harasser that the behavior is unwelcome. In many instances, the person is unaware that his or her conduct is offensive and when so advised can easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or CEO of Company. We cannot resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take the necessary steps to correct the problem. The report should include all facts available to the employee regarding the alleged harassment or sexual harassment or discrimination. If you wish to make an anonymous complaint, you may do so, but the scope of our investigation may be limited based on the information you provide.

Confidentiality

All reports of alleged harassment, sexual harassment or discrimination will be treated seriously. It will be kept confidential, and it will be shared only with those who have a need to know about it. Depending on the circumstances, that could include the alleged harasser. However, absolute confidentiality is not promised, nor can it be assured.

Investigative Procedure

Once a complaint of alleged harassment or sexual harassment or discrimination is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, the Company will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goal of this policy, even when the actions may be lawful. In fact, the Company may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination of employment.

If the alleged harassment or sexual harassment is from a vendor, contractor, client/customer or other third party, the Company will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make a complaint following the complaint procedure outlined in this policy.

Duties of Employees and supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment or sexual harassment and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company supervisors and managers are expected to adhere to the Company's Anti-Harassment Policy. A supervisor's evaluations may include an assessment of a supervisor's efforts in following and enforcing this policy.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment and discrimination from occurring. If a complaint of harassment or sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, owner of Company) should act promptly to notify your supervisor may proceed with an investigation. If such individual fails to follow this policy, he or she will be disciplined. Such discipline may include termination.

GUIDELINES FOR APPROPRIATE CONDUCT

As a Company team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the Company. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other Company records;
- Violating the Company's Anti-Harassment Policy;
- Violating state, federal, or local laws and regulations;
- Violating security or safety rules or failing to observe safety rules or the Company safety practices; failing to wear required safety equipment; tampering with the Company's equipment or safety equipment;
- Soliciting gratuities from customers or clients;
- Exhibiting excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on Company property;
- Using Company property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way;
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises or when representing the Company; fighting, or provoking a fight on Company property, or negligent damage of property;
- Reporting to work under the influence of drugs or alcohol, and/or illegally manufacturing, possessing, using, selling, distributing or transporting drugs;
- Committing theft or unauthorized possession of Company property or the property of fellow employees; possessing or removing any Company property, including documents, from the premises without prior permission from management; using Company equipment or property for personal reasons without proper authorization; using Company equipment for profit;
- Giving confidential or proprietary Company information to competitors or other organizations, or to unauthorized Company employees; working for a competing business while an employee of the Company; breaching confidentiality of personnel information;
- Using obscene, abusive or threatening language or gestures;
- Acting in an insubordinate manner;
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same;
- Sleeping or loitering during working hours;
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on

working time shall not interfere with the work of employees who are on working time.

- Posting, removing or altering notices on any bulletin board on Company property without the permission of an officer of the Company or in violation of procedures related to same;
- Smoking is not permitted on Company property.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate and as circumstances may dictate, supervisors will follow a process of progressive employee discipline. Examples of employee discipline include:

VERBAL COUNSELING - A "verbal counseling" is a verbal communication to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.

WRITTEN COUNSELING - A "written counseling" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.

SUSPENSION - Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

TERMINATION - If an employee fails to conform his/her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline or without following a particular order of discipline.

VIOLENCE IN THE WORKPLACE

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge.

Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved.
- All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy Company property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Employees within the Company share the responsibility in identifying and alleviating threatening or violent behavior. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to his or her manager, or a member of management. Employees must assume that any threat is serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a manager. Any threat reported to a manager should be brought to the attention of management. Management will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

The Company's prohibition against threats and acts of violence applies to all persons involved in the Company's operation, including, but not limited to, personnel, contract and temporary workers, and anyone else on Company property. Violations of this policy by any individual on Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

EMPLOYEE SAFETY AND HEALTH

It is the policy of the Company to provide its employees a safe and healthy workplace and to follow procedures intended to safeguard all employees. Accident prevention and efficiency in production go together; neither should be given priority over the other.

Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times.

Employee Responsibilities Include:

- Obeying the safety rules.
- Following safe job procedures and not taking shortcuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to one's supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE ACCIDENTS

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact outside emergency response agencies, if needed.

All first report of injury claims must be reported within 24 hours. Call the Company to quickly and easily report any work-related injury, 24 hours a day. This call will initiate proper claim handling by notifying the designated individual who will send the "First Report of Injury" notification to the state as required. The Employee's Claim for Workers' Compensation Form (DWC-1) must be completed in all cases in which an injury requiring medical attention has occurred.

Federal law (Occupational Safety and Health Administration (OSHA)) requires that we keep records of all illnesses and accidents, which occur during the workday. Florida law also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor for more information.

No matter how insignificant an injury may seem at the time of occurrence, you should notify the supervisor immediately of any workplace accident or injury.

DRUG-FREE WORKPLACE

The policy of the Company is to maintain a drug-free workplace. As a condition of continued employment, all Company employees must comply with this policy. The term "workplace" is defined as Company property, any Company sponsored activity, or any other site where the employee is performing work for the Company or representing the Company. The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription under federal law, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by the Company's health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in

drug and alcohol abuse education and training programs, may be requested by contacting your supervisor.

This policy is not intended to replace or otherwise alter any other federal, state or local agency drug testing regulations related to a particular industry.

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described below for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the CEO of the Company. In an effort to resolve the problem, the supervisor will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.

Additionally, the Company provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against should follow the Complaint Procedure as described in this handbook and in the Anti-Harassment policy.

HOURS AND COMPENSATION POLICIES

REST AND MEAL PERIODS FOR NONEXEMPT EMPLOYEES

Company provides non-exempt employees with the opportunity to take a 10 minute rest period per 4 hours worked, or major fraction of that time (i.e., greater than 2 hours). The rest period should be taken in the middle of the work period where practical but not necessarily halfway. However, employees whose total daily work time is less than 3.5 hours will generally not receive a rest period. Rest periods are counted as hours worked, and employees are not required to record their rest periods on their time records. Employees are authorized and permitted to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest breaks may not be combined with or added on to meal breaks nor may they be used to come to work 10 minutes late or leave 10 minutes early. All 10-minute rest breaks must be taken on Company premises.

Employees who work 5 or more hours in a day are provided a 30-minute meal break. A second 30-minute meal break is required for employees who work over 10 hours in a day. Employees are relieved of all duty during the meal break and should immediately notify management if denied the opportunity to take a full uninterrupted meal break. Certain exceptions to the rule exist based on the number of hours worked and/or the natures of employees' duties, but exceptions are uncommon, and require management authorization. Employees must record their time when they begin and end their meal periods on their time records. Your supervisor will often assign your meal period.

Breaks and meal periods may be staggered and may change to meet the business needs of Company

LACTATION BREAK

Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Nonexempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will generally be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

PAYDAY

All employees will be paid bimonthly on the 5th and 20th day of every month. For paydays falling on a Saturday or holiday, you will be paid the prior business day. For paydays falling on a Sunday, you will be paid the following business day.

Vacation pay will be paid on the regular pay cycle during which vacation is taken. If you resign with at least seventy-two (72) hours' notice, you will be paid on the date of separation for all wages and accrued unused vacation at the date of separation. If you resign with less than seventy-two (72) hours' notice, you will be paid for all wages and accrued unused vacation no later than seventy-two (72) hours after notice is given. If you are terminated, you will be paid on the date of termination for all wages and accrued unused vacation, if any, at the date of termination.

ABSENTEEISM AND TARDINESS

Company is able to secure work based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their regular and reliable attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent unexpectedly without reason and cannot perform your duties on time, or if you produce substandard work, we all pay the price by losing the confidence of the customer.

The work schedule is constructed around company-provided vacation time, sick time and paid time off, taking into account the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor as soon as possible but within the first thirty (30) minutes of your work shift each day of your absence, unless you are granted leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three (3) or more consecutive workdays due to personal illness, a statement from your healthcare provider may be required before you will be permitted to return to work.

Excessive unexcused absenteeism or tardiness is grounds for disciplinary action, up to and including termination. In evaluating absences, the Company may consider, among other factors, reasons related to an employee's absences, the nature of the employee's job, and whether the employee gave proper notice in connection with such absences. If you are absent for three (3) or more consecutive business days and fail to properly report your absences, this may be considered a voluntary resignation of your position, and the Company will process the separation of your employment.

OVERTIME FOR NONEXEMPT EMPLOYEES

Overtime and additional work other than that which is regularly scheduled may be required.

Overtime will be paid to eligible, nonexempt employees in accordance with applicable federal, state and local laws. If you are a nonexempt employee, you will be eligible to receive overtime pay of one and one-half times your regular hourly wage for hours worked over eight hours per day or 40 hours in one week, and for the first eight hours worked on the seventh consecutive day of work in the same workweek. Employee may elect to take paid compensatory time off (at the rate of 1.5 hours for each hour) in lieu of overtime pay. Additionally, nonexempt employees will be paid twice their regular rate of pay for hours worked over 12 in a day and over eight (8) on the seventh consecutive day of work in the same workweek. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury or witness duty, sick day, or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay.

All overtime must be authorized prior to its occurrence by your supervisor. All overtime will be clearly noted on your timesheet and should be initialed by your supervisor.

Prohibited “Off the Clock” Work

At no time should non-exempt employees perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your supervisor, or if your supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify the CEO. No employee will be penalized in any way for making such a complaint.

EXEMPT EMPLOYEE REDUCTION OF SALARY

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

1. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have accrued paid time off under the Company’s paid time off, vacation or sick policy, if any. Their salary will not be reduced for less than a full day because of personal reasons.
2. Employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued paid time off under the Company’s policy that provides payment for time missed due to sickness or disability and the absence qualifies for pay under such policy.

Their salary will not be reduced for less than a full day because of sickness or disability.

3. Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
4. Employees who work less than the number of days they are regularly scheduled to work during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
5. Employees who take leave under the Family and Medical Leave Act and/or any Florida state law will not be paid for that time unless they have accrued paid time off under the Company's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

Prohibited Reductions/ Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your supervisor. No employee will be penalized in any way for making such a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) and state regulatory requirements, will be applied and modified as necessary in accordance with such requirements, and is not to be considered any type of contract.

OPERATIONS POLICIES

USE OF COMMUNICATION SYSTEMS

It is the intent of the Company to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, electronic mail (e-mail), cell phone, smart phone, facsimile, Internet, corporate intranet, voice mail, computer terminals, modems, systems and other software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems, regardless of the content or purpose of the same.

The Company reviews, monitors, and accesses all electronic content, keystrokes, and messages sent or received for any purpose, regardless of whether messages are transmitted/received via the Company's e-mail system or the employee's personal e-mail account(s). All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communication practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the Company's policies regarding monitoring employee communications.

The Company's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation are also prohibited on the Company's communication systems.

Employees shall not, unless authorized by personnel with the authority to grant such authorization, attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the

right to access, and will access an employee's messages and other electronic data at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the Company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Instant Messaging Systems and Internet Forums may be used to conduct official Company business or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Company business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Internet including, but not limited to, any Web-based sites or programs utilized through the Company. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems and should refrain from making any representations that would somehow attribute their personal opinions to the Company.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior management approval.

Copyright Issues

Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination or legal action by the copyright owner.

Passwords

While our systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files.

You are required, however, to disclose your password(s) to your supervisor because your system may need to be readily accessed by the Company when you are absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

Employees will not attempt to gain access to another employee's e-mail or voice mail messages. However, the Company reserves the right to access an employee's messages at any time, without notice, to the employee.

Security

All messages created, sent or retrieved over the Internet are the property of the Company and should be considered public information. The Company accesses and monitors all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your supervisor.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

COMPANY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks and any other property located on Company premises or worksites. Entry on Company premises or worksites constitutes consent to searches or inspections.

WEAPONS

Company strives to provide a safe and secure workplace for employees, clients, customers and visitors. The company has "zero tolerance" for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities (including leased, rented, or event locations), company-provided vehicles and equipment that are either leased or owned by the company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, Company reserves the right to request inspections of any employee and their personal effects while on Company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possess a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Company offices and facilities is strictly prohibited. You should familiarize yourself with those areas throughout the premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the Company may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please

contact your supervisor if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Company's complaint resolution procedure, which is described elsewhere in this section of the handbook.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

Company may provide wireless communication devices, including hands-free devices, to those employees who have a job-related need for them. Such devices are the property of Company and their use must be properly documented. Accordingly, these guidelines must be followed:

- Employees provided with wireless communication and hands-free devices for business use will be expected to carry such equipment on their person as directed by their supervisor.
- Employees are not permitted to use any wireless communication or hands-free devices issued by Company for personal use without prior, written approval of their supervisor. Company accesses and monitors electronic communications made using Company issued devices.
- Company will not pay for or reimburse an employee for expenses related to personal calls. Such expenses are the employee's personal responsibility. In the event Company grants an exception to initially cover such personal expenses, such an exception is specifically conditioned on initial receipt of a related payroll deduction authorization form signed by the employee.
- Employees are responsible for lost or stolen wireless communication and hands-free devices and must report such losses immediately. Additionally, Employees are responsible for any fines imposed by reason of illegal use of the wireless communication devices

Upon termination of employment for any reason, the employee must return the company wireless communication and/or hands-free devices to Company

Safety Issues

The Company values its employees and the safety of other third parties, and accordingly expects employees to put safety first while driving. Drivers are prohibited from using wireless communication while driving unless the driver is using a hands-free device. Texting, which is meant to include composing, sending, or reading, while driving is strictly prohibited. Employees whose job responsibilities include regular or occasional driving and who are issued a wireless communication device for business use are expected to refrain from using this device while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free equipment, refrain from discussion of complicated or emotional discussions, and keep their eyes on the road. Special care should be taken in situations where there is heavy or erratic traffic, inclement weather or the employee is driving in an unfamiliar area. Additionally, employees are expected to know and follow all local and state laws relating to using communication devices, including but not limited to school and construction zones.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued wireless communication and hands-free devices for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their wireless communication device while driving will be solely responsible for all liabilities that result from such actions.

These are standard operating procedures, and any violation of the above guidelines by an employee will be subject to disciplinary action, up to and including termination of employment.

LEAVE OF ABSENCE POLICIES

FAMILY AND MEDICAL LEAVE

*****Company does not currently meet the required threshold to be considered a covered employer under FMLA.***

NOTE: This Policy supersedes and replaces all prior federal family and medical leave related policies, to the extent such policies exist, and is in effect only where Company for which an employee works is a covered employer under applicable federal law. Additionally, application of this Policy is contingent upon the employee seeking leave benefits working for Company at a worksite where fifty (50) or more employees are employed by Company within a 75-mile radius of that worksite.

Notwithstanding the above, an employee seeking leave benefits under this Policy must also satisfy all eligibility requirements as set forth below and required by applicable federal law. This Policy does not create any rights (contractual or otherwise) not already provided under federal, state or local law. Employees should, to the extent they wish to request and apply for family and medical related leave under any applicable federal or state law submit a Leave of Absence Request form to the supervisor.

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, contact your supervisor.

Company will, as such respective related duties and responsibilities are set forth under the Act, comply with all applicable federal, state and local laws in administering this Policy.

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, please contact your supervisor.

Company will comply with all applicable federal, state and local laws in administering this policy.

PERSONAL NON-FMLA/CFRA LEAVE OF ABSENCE

Employees may be granted a leave of absence to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interest of the employee and the Company.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's manager thirty (30) days prior to commencement of the leave period, or as soon as is practicable. The manager will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees

on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their manager.

Employees on personal leave will be required to use all accrued vacation days while on leave before going unpaid. The Company will continue health insurance and other benefits to employees on leave for no longer than eight (8) weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as paid vacation, holiday, personal and sick days do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

It is possible that an employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

PREGNANCY DISABILITY LEAVE

CONTINUATION OF BENEFITS

All active, full-time employees covered by the Company's healthcare plan may continue plan coverage for up to 8 weeks during an approved leave of absence, or as required by law.

While on leave, an employee must continue to pay any required contributions for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). An employee who does not return from leave may be required, under certain circumstances, to reimburse the Company for any health plan employee contributions paid by the Company while the employee was on unpaid leave. Contact your supervisor for details regarding employee contributions.

If the employee does not return to work upon expiration of the applicable 8-week period, or longer period as required by law, coverage will terminate and the employee will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

MILITARY LEAVE OF ABSENCE

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the onsite supervisor as soon as possible. The employee will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If the employee is a reservist or a member of the National Guard, the employee is granted time off without pay for required military training. The employee may, however, use any accrued but unused vacation time or PTO. Exempt employees who perform any Company work in a week in which they also have military duty will be paid their full salary for the week. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

EMERGENCY RESCUE PERSONNEL

No employee shall receive discipline for taking time off to perform emergency duty as a firefighter, reserve peace officer or emergency rescue personnel. "Emergency rescue personnel" means any officer, employee or member of a fire department or fire protection or firefighting agency; or of a sheriff's department, police department or a private fire department, whether a volunteer or paid worker.

If you are participating as a volunteer firefighter, reserve peace officer or emergency rescue personnel, please notify your supervisor so the Company may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so, where possible.

JURY DUTY AND WITNESS LEAVE

Jury duty leave is treated as an excused absence. While it is our policy not to pay full-time non-exempt employees for jury duty absence, if this loss in pay represents a hardship, we will be glad to provide you with a statement indicating that it is our policy not to pay for absence associated with jury duty service. Non-exempt employees may request unpaid jury duty leave for the length of the jury service. If desired, employees may use any available PTO/vacation time.

Exempt employees will be provided time off when necessary for jury duty or attendance as a witness. Such time will be with pay unless the employee performs no work during the workweek in which case the time off is without pay.

An employee is also permitted to retain the allowance he receives from the court for such service.

To qualify for jury or witness duty leave, an employee must submit to his manager a copy of the summons as soon as it is received. In addition, proof of service must be submitted to the employee's manager when the period of jury or witness duty is completed. If the employee is released from jury duty at or before noon, the employee is expected to report to work for the remainder of the day.

Employer reserves the right to request the court to excuse an employee from jury duty for business necessity, such as, but not limited to, a trial that is expected to last over two weeks.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

An employee who is a victim of domestic violence will be granted leave from work to:

1. seek medical attention for injuries caused by domestic violence or sexual assault;
2. obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault;
3. obtain psychological counseling related to an experience of domestic violence or sexual assault; or
4. participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault including temporary or permanent relocation, in accordance with state law.

Leave will be granted provided that the employee gives the employer reasonable advance notice of the employee's intention to take time off unless advance notice is not feasible. When an unscheduled absence occurs, the Company shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the Company, including the following:

1. a police report indicating that the employee was a victim of domestic violence or sexual assault;
2. a court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
3. documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or

abuse resulting in victimization from an act of domestic violence or sexual assault.

An employee may use accrued unused vacation or personal leave and paid time off before continuing leave on an unpaid basis.

To the extent allowed by law, the Company shall maintain the confidentiality of any employee requesting domestic violence leave.

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. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning back to work.

VOTING

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours without loss of pay to vote at the beginning or end of their regular work shift. Employees must notify their manager at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

EMPLOYEE BENEFITS

HOLIDAYS

The company observes certain national and state holidays. After ninety (90) days of continuous employment, only regular full-time employees will be paid for these holidays provided that the employee is in full pay status the last working day before the holiday and the first working day following the holiday, unless the onsite supervisor approves an exception in writing. A paid holiday does not count as a day worked in calculating overtime for the week.

The Company observes five (5) holidays each year:

- New Year's Day January 1
- Labor Day First Monday in September
- Thanksgiving Day Fourth Thursday in November
- Day after Thanksgiving Fourth Friday in November
- Christmas Day December 25

PAID TIME OFF

Paid Time Off is provided by the Company for regular full-time employees to be away from work due to paid time off or other personal requirements. Full-time regular employees will begin accruing paid time off upon date of hire as full time regular employee and will be eligible to start using accrued time after completing 90 days of service. Full-time employees will not be eligible to accrue Paid Time Off pay during the initial ninety (90) days of your employment with the Company. Employees are eligible for paid time off on a pro-rated calendar year basis and will not earn paid time off while on any type of leave.

The established paid time off period is from January 1st through December 31st of the same year.

Paid Time Off Accrual

Years of Service	Breakdown of Accrual Days/Hours/Rate Per Pay Period			Maximum Accrual "Cap"
1st+ years of service	10 days	80 hrs	3.33 hrs	120 hrs

In the event that available paid time off is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, there is a maximum accrual ("cap") of 1.5X the annual accrual. If the total amount of unused paid time off reaches this "cap", further paid time off accrual will stop. When the employee uses paid time off and brings the accrual balance below the "cap," paid time off accrual will begin again. Paid time off accrues on a pro-rata basis so that, for example, an employee who has been employed for one week has accrued 1/52 of his annual accrual.

So that we may schedule work and plan for business requirements, employees should give as much notice as possible in scheduling paid time off time. If there are conflicting dates, preference generally will be given to the employee who has the most seniority. A more junior employee who already has an approved paid time off date will not, however, be bumped by a more senior employee.

If a planned paid time off has to be canceled due to the needs of the Company and an employee is unable to reschedule the paid time off within the year, the Company reserves the option of paying the employee in lieu of taking the canceled paid time off or to allow rescheduling of that paid time off. Employees who are away from work on a leave of absence do not accrue paid time off time while on leave.

Pay for paid time off days will be paid on the regular pay cycle. Paid time off days are not considered hours worked when calculating overtime hours. The Company pays all accrued but unused paid time off pay when an employee leaves the Company at the hourly or salary rate of pay in effect upon separation.

If a terminating employee has taken paid time off that has not yet accrued, an employee agrees to repay such amounts.

Employees are required to use all accrued but unused paid time off up to a maximum of two weeks of accrued paid time off prior to collecting benefits under the California Family Temporary Disability Insurance Act.

SICK LEAVE

All employees will receive 24 hours of paid sick leave on their 180th day of employment, and January 1 of each year. Sick leave may be used for:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- For an employee who is a victim of domestic violence, sexual assault, or stalking.

For the purposes of this policy, family members include biological, adopted, or foster children, stepchildren, legal wards, or a child to whom the employee stands in loco parentis; biological, adoptive, or foster parents, stepparents, or legal guardians of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse, registered domestic partner, grandparents, grandchildren, and siblings.

All unused sick leave will be forfeit each December 31st. Unused sick leave will not be compensated for at employment separation. When sick leave is used, it will be paid at the employee's regular rate of pay. Sick leave can be used in increments of two hours or more.

If the need for sick leave is foreseeable, employees must provide advance notice. If the need for sick leave is unforeseeable, the Company should be notified as soon as possible.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **June 1, 2024**, and understand that violations of the policies contained in the Handbook, including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any paid time off used but not accrued at the time my employment ends and this shall be due and payable in full to the company within three days, thereafter.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with the Company is at-will unless a duly authorized employment agreement with Company provides otherwise.

I further understand that no manager, supervisor or other representative of the Company, other than the CEO, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

Employee Signature

Date

Print Name

Please sign and return this acknowledgment to your onsite supervisor.