

OOS

Insight School of Oregon-Painted Hills, Cascade Virtual Academy, Destinations Career Academy of Oregon



School Year - 2024-2025

Board Approved: April 20, 2023



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ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with OOS. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. OOS adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

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Section 1 - WELCOME TO ONLINE OREGON SCHOOLS

1-1. WELCOME!

Insight School of Oregon-Painted Hill, Cascade Virtual Academy and Destinations Career Academy of Oregon (established by the ISOR-PH board) consists of three full-time online schools providing education for students' grades K through 12.

- Insight School of Oregon-Painted Hills (7-12)
- Destinations Career Academy of Oregon (9-12)
- Cascade Virtual Academy of Oregon (K-12)

The three schools, Insight School of Oregon-Painted Hill, Cascade Virtual Academy and Destinations Career Academy of Oregon will be referred to as OOS for Online Oregon Schools going forward.

Students attending OOS, come from all educational backgrounds and from all over the state. They also have many different reasons for choosing an online school to be the right fit for them.

OOS combines state-of-the-art online teaching techniques with highly qualified, Oregon-certified teachers to create an environment where students feel engaged, empowered, and challenged.

Our goal is to make a significant impact on the students we serve. We expect you to treat every student as if they were your own and approach each day with enthusiasm and a positive attitude. Plan to respond to our constituents, students, parents and fellow staff in 24 hours, no exceptions, and no excuses. Together we can help every student reach their academic potential.

We hope you will find your employment at OOS a rewarding experience. We look forward to the opportunity of working together to create a successful school experience for our students and families.

Section 2 - INTRODUCTION

2-1. INTRODUCTION

Please note: Insight School of Oregon-Painted Hill, Cascade Virtual Academy and Destinations Career Academy of Oregon will be referred to as OOS throughout the handbook.

An interesting and challenging experience awaits you as an employee of OOS and Insperty (collectively “the Company”). We have written this handbook to answer some of the questions you may have concerning the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask the on-site supervisor or your Insperty human resource specialist for assistance.

In connection with your employment with OOS, Insperty handles the administrative responsibilities for human resources related issues such as payroll processing and benefits, and it supports OOS in many personnel issues, while OOS handles the day-to-day activities related to its core operation. You should have already signed an Employment Agreement outlining your employment relationship with Insperty. Questions relating to payroll, benefits or human resources issues should be directed to either the on-site supervisor or Insperty’s payroll or human resource specialist.

2-2. DEFINITIONS AND ABBREVIATIONS

- The abbreviation OOS stands for all three schools; Insight School of Oregon-Painted Hills, Cascade Virtual Academy, and Destinations Career Academy of Oregon.
- The term "employee" as used throughout this handbook means those employees both OOS and Insperty.
- The term "employment" as used throughout this handbook means your employment with ISOR- PH and Insperty.
- The term "Company" as used throughout this handbook means both OOS and Insperty.
- The term "client company" or OOS as used throughout this handbook means the separate business entity that enters into a contractual relationship with Insperty.
- The term "on-site supervisor" as used throughout this handbook means Insperty's designated contact at OOS. The on-site supervisor may, at his 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 Insperty is at-will. Your employment with OOS is also at-will unless a duly authorized employment agreement with OOS 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 Executive Director or an Insperty president or vice president, 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.

OOS, however, maintains the ability to enter into employment agreements independent of Insperty. Such agreements are not duly authorized and enforceable unless they are in writing and signed by both you and

the Executive Director of OOS. If you enter into a duly authorized employment agreement with OOS regarding any aspect of your employment, it is not binding on Insperity and does not alter the at-will nature of your employment with Insperity.

2-3. 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 Executive Director or an Insperity president or vice president of the Company. In addition, this handbook supersedes all prior management memoranda to the extent that such memorandum contradicts a subject or policy covered herein.

This is a multi-state handbook. Please note that some policies found within the handbook are written to comply with Federal law guidelines. In the case where state laws differ from Federal laws, the more favorable law for employees will take precedence. For state-specific policies, please refer to the appropriate policy where noted.

2-4. 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 the on-site supervisor.

2-5. INSPERITY ONLINE SERVICES

Visit Insperity online to access training, secure personal information and work tools. Go to <http://portal.insperity.com> and click CREATE ACCOUNT. Follow the steps below to log in and begin using Insperity Premier™:

Step 1: Enter your last name and date of birth

Step 2: Enter one of the following to identify yourself:

- Your Social Security Number
- Your Individual Taxpayer Identification
- Your Insperity ID (this can be found on your paystub)

Step 3: Enter a username and password of your choice. Then follow the remaining prompts to create the account.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Contact Insperity's Contact Center toll free at 866-715-3552, Monday through Friday from 7:00 a.m. to 7:00 p.m., CST for questions about Insperity PremierTM and your Insperity benefits.

Employment Verifications

Requests for employment verifications, for current or former employees, should be directed to Insperity's Contact Center at 866-715-3552, option 5. Insperity will only release your last title and dates of employment, unless you have authorized in writing certain additional information to be provided.

Section 3 - GOVERNING PRINCIPLES OF EMPLOYMENT

3-1. 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. Also see the “I understand” Statement found in at the end of this handbook.

Feel free to consult with your manager or Insperty human resource specialist for help concerning anything you do not understand.

3-2. AT-WILL EMPLOYMENT

Your employment with Insperty is at-will. Your employment with OOS is also at-will unless a duly authorized employment agreement with OOS 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.

3-3. EQUAL EMPLOYMENT OPPORTUNITY

OOS is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. OOS's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. OOS will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

3-4. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

OOS is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, OOS will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom OOS has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. OOS will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on OOS.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the Employee's Supervisor. Accommodation requests can be made in writing using a form which can be obtained from the Employee's Supervisor. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Employee's Supervisor.

Unless otherwise required by law, OOS may request that the employee provide supporting documentation. Cooperating with OOS by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, OOS will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, OOS may initiate an interactive dialogue under certain circumstances, such as when OOS has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event OOS initiates an interactive dialogue, it should not be construed as OOS's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with OOS any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the

interactive dialogue, OOS will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how OOS may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, OOS will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. OOS is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations. As part of the interactive dialogue, OOS reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

OOS will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

OOS will not allow any form of retaliation against employees who have requested an accommodation, for whom OOS has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the Employee's Supervisor.

3-5. CLASSIFICATION OF EMPLOYMENT

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Company classifies its employees as follows:

Full-time Regular Employees -- Employees hired to work a normal, full-time workweek of thirty (30) hours or more on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

Part-time Regular Employees -- Employees hired to work fewer than thirty (30) hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

Temporary Employees -- Employees engaged to work full time or part time with the understanding that their employment will be terminated no later than upon completion of a specific project or assignment. A temporary employee may be offered, and may accept, a new temporary assignment and thus still retain temporary status. Such employees may be "exempt" or "nonexempt" as defined below. Individuals contracted from temporary employment agencies for specific assignments are considered employees of the respective agency and are not considered employees of the Company. Temporary agency employees are paid by the respective agency and should not be on the Company payroll.

Nonexempt Employees ? Employees who are required to be paid at least minimum wage and overtime at the federal, state or local prescribed wage rate, whichever is higher. Nonexempt employees are required to complete and provide accurate records of their hours worked.

Exempt Employees -- Employees who are not eligible for overtime and in some cases also not subject to minimum wage regulations, in accordance with applicable federal, state and local wage and hour laws. Executives, professional employees, outside sales representatives, certain computer professionals and some administrative employees are typically exempt

Licensed Employees – Employees who hold a specific license/credential per requirements for employment in position.

Classified Employees – Management and office administrative employees employed on a 12 month calendar basis.

Administrator – Management employees requiring a license employed on a 12 month calendar basis.

3-6. NOTICE TO EMPLOYEES OF REASONABLE ASSURANCE OF CONTINUED EMPLOYMENT

By May 30th of the current school year Administration will provide reasonable assurance of continued employment for the next school year to classified staff (includes all employees of a public school district except those for whom a teaching or administrative license is required as a basis for employment in a public school district).

3-7. YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

To ensure that your personnel file is up-to-date at all times, update your file through Insperity Premier at <http://portal.insperity.com> with any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency. You may update your file through the Insperity Premier™ at <http://portal.insperity.com>. Assistance may also be provided through the Insperity Contact Center at 866-715-3552, 7AM-7PM CT Monday-Friday.

Employees should also provide updates of any specialized training or skills they acquire, as well as any changes to any required visas to the employee's supervisor.

3-8. EMPLOYMENT REFERENCES

Requests for employment verifications for current or former employees, should be directed to Insperity's Contact Center at 866-715-3552, option 5. Insperity will only release your last title and dates of employment, unless you have authorized in writing certain additional information to be provided.

3-9. EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same Company facility provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Company, including regular, temporary and part-time classifications.

3-10. OUTSIDE EMPLOYMENT

Employee shall not engage in other employment that will materially impair in any way Employee's ability to carry out his or her duties and responsibilities under this Agreement. The duties and responsibilities of Teachers working for the school are substantial and ensuring the School's students receive quality instruction is fundamental to the School's mission. Employee

acknowledges the substantial nature and importance of the School's students receiving quality instruction. In furtherance of this School objective, Employee agrees that it will seek prior approval from the Board before it engages in activities pursued outside the School which:

1. will result in an Employee regularly receiving monetary compensation for more than 1.5 FTE (the equivalent of 60 hours of work per week) from all his or her employers (including the School); or
2. involves the Employee engaging in a business which together with employment at the School often results in the Employee exceeding the equivalent of a 60- hour work week.

Employees wishing to seek prior approval should initiate the process by submitting a written request to the School Administrator which outlines the extent of work or employment activities in excess of a 60-hour work week Employee proposes to pursue. Any written request should also describe all specific mitigating factors that would help explain why -- given the facts-- that exceeding a 60-hour work week, or its equivalent would not impact the Employee/Teacher's delivery of quality instruction or ability to perform his or her other job duties. Once a written request is made, the School Administrator will confer with the Employee making the request and then forward the request with a recommendation to the Board for decision.

3-11. TEACHER EVALUATION

Evaluation Policy:

Staff will be evaluated in accordance with the Board approved Professional Educator Evaluation System.

Evaluators:

Licensed administrators will perform all staff formal evaluations.

Licensed administrators may use feedback from members of the administrative team for informal evaluations.

Ethics:

The administration will adhere to the following ethical guidelines:

Consistency – By adhering to the objective evaluation rubrics, we honor all staff and help to ensure that the process does provide meaningful feedback, improve instructional practice, lead to professional growth, and

ultimately improve student learning. By using consistent data points, we help to ensure that the process is uniform. Evaluators who are concerned about a conflict of interest must work with Human Resources to have the employee's evaluation assigned to another evaluator.

Confidentiality – As an administration team we do not discuss the specifics of an evaluation with anyone outside of the administrative team. Items of concern that need to be addressed are brought to the staff member in question and members of the administrative team to provide instruction and support. For situations requiring additional supervision beyond that of the administrative team, staff members will be referred to Human Resources for performance improvement support.

Collaborative – The process is a team approach between the person being evaluated and the evaluator. Employees are encouraged to provide any evidence to support the evaluation process. Evaluators should carefully review everything submitted and provide meaningful feedback. Goals are developed during the evaluation conference allowing the employee to take an active role in professional growth and goal setting. Members of the administrative team will work directly with staff to help them meet their growth goals.

3-12. PERFORMANCE EVALUATION

You will be evaluated with respect to the job that you are performing for the Company. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

A written performance evaluation of each employee will be performed periodically. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or need for improvement will be noted and discussed with you.

A positive performance review does not guarantee either an increase in compensation or continuing employment. Raises, if given, may be based on several factors, such as OOS performance and profitability, department or group performance and individual performance.

3-13. SEPARATION FROM EMPLOYMENT

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

Exit Interviews

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

Return of Company Property

Any property issued to you by OOS, such as software, computer equipment, databases, files, pager, keys, parking passes or credit card must be returned at the time of your termination. All passcodes and passwords used for company equipment will be provided to your supervisor when returned. You will be responsible for any lost or damaged items.

3-14. MANDATORY VACCINATION POLICY

OOS has a duty to provide and maintain a workplace that is safe and free from health hazards; OOS therefore, has implemented a vaccination policy that applies to all employees to protect against infectious diseases, which may be mitigated through vaccinations. This policy is intended to comply with all state and local laws and guidance provided by local health authorities and is subject to change to meet changes to state and local laws and future guidance from local health authorities.

Management will distribute a list of vaccines, dates and locations outlining when vaccines will be available and the deadline(s) for compliance.

Non-exempt employees will be required to get a vaccine during their regularly scheduled work shift. If vaccine dates/times do not coincide with your regular work shift, please inform your supervisor when you will be scheduling your vaccination. Employees will be paid for time taken to get vaccinated and mileage will be reimbursed, as applicable. OOS will pay for the cost of the vaccination.

Before expiration of the corresponding deadline, all employees must either:

- establish that they have received the designated vaccine(s); or
- obtain an approved exemption as an accommodation.

Employees who have already received a vaccine will be required to present qualifying written documentation of immunization from the location administering the vaccination or from an authorized health care provider, as permitted under applicable state and local laws.

Requests for Exemptions as Accommodations

For employees who require an exemption to the vaccine due to a qualifying medical condition, (including pregnancy or a nursing mother), or who object to being vaccinated on the basis of sincerely held religious belief(s) and practice(s), OOS will engage in an interactive process to determine if a reasonable accommodation can be provided. OOS will not provide an accommodation if it creates an undue hardship to the company or poses a direct threat to the health or safety of others in the workplace and/or to the employee requesting accommodation.

To request an accommodation for one of the reasons listed above, please notify your Executive Director. Once your request is received, the Executive Director will engage in the interactive process to identify a possible accommodation. OOS prohibits retaliation towards any employee for requesting an exemption from a vaccine.

Employees who request an accommodation under this policy may be placed on a temporary paid leave pending a review and determination of the request.

Compliance with this policy is a condition of employment at OOS. Employees who refuse to comply by either receiving a vaccine or an approved accommodation in alignment with the section above, will be deemed to have voluntarily resigned their position.

Confidentiality of Medical and Religious Information

OOS treats any medical information as a confidential medical record and all reasonable precautions will be taken to prevent inappropriate disclosure of medical and religious information according to applicable laws.

3-15. WORKPLACE ACCOMODATIONS FOR DISABILITIES

OOS is an equal opportunity employer and does not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, sexual orientation, gender identity, gender expression or any other classification protected by law.

The Company will make reasonable accommodations for known physical or mental disabilities of an applicant or employees as well as known limitations related to pregnancy, childbirth or a related medical condition, such as lactation, unless the accommodation would cause an undue hardship.

Among other possibilities, reasonable accommodations could include:

- acquisition or modification of equipment or devices;
- more frequent or longer break periods or periodic rest;
- assistance with manual labor; or
- modification of work schedules or job assignments.

Employees and job applicants have a right to be free from unlawful discrimination and retaliation.

For this reason, the Company will not:

- deny employment opportunities on the basis of a need for reasonable accommodation;
- deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship;
- take an adverse employment action, discriminate or retaliate because the applicant or employee has inquired about, requested or used a reasonable accommodation;
- require an applicant or employee to accept an accommodation that is unnecessary; or
- require the employee to take family leave or any other leave, if the Company can make reasonable accommodation instead.

Any employee who has questions about the policy or who would like to request an accommodation due to physical or mental disabilities, pregnancy, childbirth or a related medical condition should contact the Employee's Supervisor. If that person is unavailable, please contact Insperity human resource specialist or any member of management.

Section 4 - GENERAL STANDARDS OF CONDUCT

4-1. GUIDELINES FOR APPROPRIATE CONDUCT

OOS endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing OOS property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of OOS's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of OOS's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of OOS's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of OOS policy.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance 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 document or memo that 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.

- Termination - If an employee fails to follow acceptable conduct or performance standards, the Company may terminate the employee's employment.

Depending on the specific circumstances, the Company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and OOS reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, OOS will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

4-2. RETALIATION

OOS prohibits retaliation in the workplace. All employees should feel secure when reporting, in good faith, claims to management for workplace harassment, discrimination, bullying or unethical actions or behaviors. Employees have a responsibility to report harmful and unethical behavior and conduct. Likewise, OOS has a duty to keep the workplace a safe environment for all employees.

Upon receipt of receiving a complaint or allegation of inappropriate behavior or conduct, a member of management will take prompt action to investigate the claim, which includes interviewing employees who are aware of the facts of the alleged incident, interviewing the employee named in the alleged claim, and any necessary follow up.

During this process, all information will be kept as confidential as possible; however, full confidentiality cannot be guaranteed.

Retaliation towards an employee who reports a claim or participates in an investigation is against the law and will not be tolerated. Reported and verified retaliation will lead to disciplinary action up to and including termination of employment.

4-3. WORKPLACE VIOLENCE

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/her supervisor or a member of management or Insperity. 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 supervisor. Any threat reported to a supervisor should be brought to the attention of management and Insperity. Human Resources/ Insperity 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.

4-4. HARASSMENT, INTIMIDATION OR BULLYING

By definition harassment, intimidation or bullying means any act that:

1. Substantially interferes with a student's educational benefits, opportunities, or performance.
2. Takes place on or immediately adjacent to school grounds, at any school-sponsored activity, on school-provided transportation or at any official school bus stop.

Cyberbullying - By definition cyberbullying means the use of any electronic communication device to harass, intimidate or bully.

4-5. 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 always ensure the safety of employees.

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.
- 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 the 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.

4-6. INFECTIOUS DISEASE CONTROL

OOS will take proactive steps to protect the workplace in the event of an infectious disease outbreak, national or local epidemic, or pandemic. It is the goal of OOS during any time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

Preventing the Spread of Infection in the Workplace

OOS will make efforts to ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. Management will monitor and coordinate events around an infectious disease outbreak, as well as to create work rules to promote safety through infection control.

Employees are expected to cooperate in this effort by taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious - frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. OOS may provide alcohol-based hand sanitizers throughout the workplace and in common areas, as available.

Unless otherwise notified, OOS standard attendance and leave policies remain in effect. Individuals who believe they may face challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might consider arranging alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule. Employees are encouraged to contact the Employee Assistance Program (EAP) for childcare and dependent care resources. All contact between an employee and the EAP is confidential and designed to safeguard the participant's privacy rights. The EAP's telephone number is 1-866-402-0003.

Limiting Travel

All nonessential travel should be avoided until otherwise notified. Employees who travel as an essential part of their job should consult with management on appropriate actions. Business-related travel outside the United States will not be authorized until further notice. OOS will follow any official national or local state and health guidance.

Employees should avoid crowded public transportation when possible. Alternative scheduling options, ride-share resources and/or parking assistance may be considered on a case-by-case basis. Contact your supervisor for more information.

Telecommuting

Requests to work remote will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary remote work should be submitted to your supervisor for consideration.

Staying Home When Ill

Many times, with the best of intentions, employees report to work even though they feel ill. OOS provides to compensate employees who are unable to work due to illness. Employees should refer to the company's handbook for additional information, or you may contact your Insperity Human Resource Specialist.

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills, and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu and or other contagious communicable illnesses and diseases remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill may be sent home in accordance with these health guidelines.

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we may request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. We expect and appreciate your cooperation when medical information is requested. Medical certification may also be requested in accordance with any applicable leave of absence policies that may apply.

Confidentiality of Medical Information

OOS treats any medical information as a confidential medical record. All reasonable precautions will be taken to prevent inappropriate disclosure of medical information according to applicable laws.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, OOS may implement these social distancing guidelines to minimize the spread of the disease among employees in the workplace.

In the workplace, employees are requested to:

- Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail, or instant messaging to conduct business as much as possible, even when participants are in the same building.
- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room, and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops, and training sessions.
- Limit congregating in work rooms, pantries, copier rooms or other areas where people socialize.
- Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
- Encourage members and others to request information and orders via phone and e-mail to minimize person-to-person contact. Have the orders, materials, and information ready for fast pick-up or delivery.

Outside activities

For the safety and well-being of our employees, employees may be encouraged to the extent possible to use good judgment outside of work. For example:

- Avoid public transportation (walk, cycle, drive a car) or travel to destinations either early or late to avoid rush-hour crowding on public transportation.
- Avoid recreational or other leisure classes, meetings, activities, etc., where employees might encounter contagious people.

4-7. WORKPLACE ACCIDENTS

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

All first reports of injury claims must be reported within 24 hours. Call Insperity's dedicated claims reporting number at 866-863-5622 to report any work-related injury quickly and easily, 24 hours a day. This call will initiate proper claim handling by notifying a claim professional who will send the "First Report of Injury" notification to the state as required. You may also email the "First Report of Injury" report to reportclaim@insperity.com or fax it to 501-221-5991. 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. If an injury does not require medical attention, the manager must still contact Specialty Risk Services and state that the injury is just a **Report Only**, in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

Federal law (Occupational Safety and Health Administration (OSHA)) requires that we keep records of all illnesses and accidents, which occur during the workday. 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 manager, Human Resources and/or Insperity for more information.

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

4-8. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, OOS has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

As a condition of continued employment, all employees must comply with this policy. 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. Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation and education programs. This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

4-9. COMPLAINT RESOLUTION PROCEDURES

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 an Insperty human resource specialist. To resolve the problem, the Insperty human resource specialist 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.

4-10. ANTI HARASSMENT POLICY

OOS and Insperty are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors and co-workers, as well as vendors, contractors, interns (whether paid or unpaid), temporary workers, customers or other third parties, are expected to adhere to this policy.

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

OOS and Insperty will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hair styles), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, pregnancy related condition, including, but not limited to childbirth and/or lactation, physical disability, mental and/or intellectual disability, age,

military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, familial 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 is a form of workplace discrimination and OOS and Insuperity have a zero-tolerance policy for any form of sexual harassment. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 1. Submission to such conduct is an explicit or implicit term or condition of employment;
 2. Employment decisions are based on an employee's submission to or rejection of such conduct;
or
 3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment, even if the complaining individual is not the intended target of the sexual harassment
 4. Examples of acts that may be unlawful sexual harassment include, but are not limited to:
 - Physical assaults of a sexual nature, such as: Touching, pinching, patting, grabbing; rape, sexual battery, molestation or attempts to commit these assaults;
 - Unwanted sexual advances or propositions, such as requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments
 - Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile work environment.
 - Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
 - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as: Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; Sabotaging an individual's work; Bullying, yelling, name-calling.
3. Harassment and discrimination are forms of employee misconduct that subjects OOS and Insuperity to liability for harm to victims of harassment, including sexual harassment. Harassers may also be individually subject to liability. Any employee, including supervisors and managers, who engage in harassing, including sexual harassing, behavior will be subject to sanctions enforced against them for such behavior.

Internal Complaint Procedure

OOS and Insuperity provide you 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, or who is aware of harassment or discrimination occurring in the workplace is encouraged to immediately inform the alleged offender that the behavior is unwelcome. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to the Employee's Supervisor. If the Employee's Supervisor is not available, you may bring your complaint to any manager or

company owner and the Insuperity Anti-Harassment Hotline number at 844-677-3030.

We cannot resolve a harassment or discrimination problem, unless we know about it. Managers and supervisors are required to report any complaint they received, or any harassment that they observe. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insuperity Anti-Harassment Hotline, please be sure to leave your name, Insuperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

External Complaint Procedure and Time Limits

Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement (if applicable), the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. All employees are required to cooperate with management during any investigation of harassment, including sexual harassment.

The investigation may include interviews with all involved parties, including the alleged harasser, and any persons who are aware of facts or incidents alleged to have occurred, and review of any information provided by such parties. While confidentiality will be observed in this procedure, complete confidentiality cannot be guaranteed, however only those persons who are necessary to this process will be informed of events, and only to the extent necessary.

Following an investigation, OOS and Insuperity 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 goals of this policy. OOS and Insuperity 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 may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, OOS and Insuperity 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 an additional 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, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. Employees and managers should document incidents of prohibited conduct, as described in this policy. OOS strives to maintain a 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 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, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insuperity Anti-Harassment hotline number so an investigation may promptly proceed. The company and Insuperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

Nondisclosure or Nondisparagement Agreements

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the company and allows a company to not rehire that individual in the future.

The company will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

Retaliation Prohibited

OOS and Insuperity do not condone retaliation against individuals who file complaints of harassment, sexual harassment, or discrimination. Employees who are found to have retaliated against employees or non-employees (i.e. someone who is a contractor, subcontractor, intern, vendor, temporary worker, consultant or otherwise providing services in the workplace) who have filed complaints of harassment, sexual harassment, discrimination, or who testify or assist in any proceeding under the law is unlawful and will be subject to disciplinary action, up to and including termination.

Section 5 - HOURS AND COMPENSATION POLICIES

5-1. HOURS OF OPERATION

By being ready, willing, and able to serve our students and families efficiently at all times, we can provide quality education and potentially increase enrollments at OOS. Therefore, teacher's hours of responsibility are from 8:00 a.m. – 5:00 p.m. each non-holiday weekday, excluding sick, school recess or other approved leave. The hours for support staff will be assigned by the supervisor from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding sick, holiday or other approved leave. To facilitate the smooth flow of business and to adequately cover the phones, lunch breaks will usually be staggered and may change to meet the needs of the school.

5-2. PAYDAY

All employees will be paid on the fifth and twentieth of each 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. If you resign, final settlement of services or wages will be made no earlier than the next regular pay cycle, or in accordance with state law, whichever is sooner.

If you are terminated, you will be issued a check on the next regular payday, or in accordance with applicable state law, whichever is earlier.

5-3. DIRECT PAYROLL DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. You have the freedom to change your deposit selections at any time.

Please access additional information through the Employee Service CenterSM Insperty PremierTM at <http://portal.insperity.com> by clicking on the **My Account tab** and selecting **Paycheck Information**. You will see an option to Enroll or Change Direct Deposit.

5-4. ABSENTEEISM AND TARDINESS

OOS is able to serve our students and families based upon our estimates of performance and our history of reliability. Therefore, we expect all employees to assume diligent responsibility for their 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 and cannot perform your duties on time, or if you produce substandard work, then we all pay the price by losing the confidence of our families.

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 and/or may need to file a Leave of Absence through Insperty.

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 will be considered a voluntary resignation of your position, and the Company will process the separation of your employment.

5-5. EMERGENCY OFFICE CLOSING

It is the policy of the Company that offices be open during normal working hours to provide the service our students and families require and expect from us. The Company has the sole discretion in determining if the office is to be closed in the event of inclement weather, power or other utility failure, fire, flood, earthquake, or some other emergency.

The Company realizes its obligation to employee's physical well-being and strives to maintain a safe place for employees to work. The occasional emergency situation that may arise needs to be handled efficiently and calmly. Your supervisor will advise of procedures to be followed when offices are closed because of inclement weather or when emergencies arise during the day. If the office is closed for a full day or more, the employees will not be paid, but they will have the option to use any accrued but unused paid time off or work remotely..

5-6. OVERTIME FOR NON-EXEMPT 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. 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 immediate supervisor.

Prohibited "Off the Clock" Work- for non-exempt

At no time should 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 on-site supervisor or, if your on-site supervisor has given a directive to work "off the clock" and/or has told you not to properly record all hours worked, notify your Insperty Human Resource Specialist. No employee will be penalized in

any way for making such a complaint.

5-7. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is OOS's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for OOS. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should

immediately contact Insperity human resource specialist or any other supervisor in OOS with whom the employee feels comfortable.

5-8. ERRORS IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact your ISORPH human resource specialist immediately. The Company will take the necessary steps to research the problem and to assure that any necessary corrections are promptly made.

Section 6 - OPERATIONAL POLICIES

6-1. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. The Company believes that open communication is essential to a successful work environment, as well as to the Company's success. All employees may express ideas and opinions directly to Company management. Employees who would like to bring an idea or suggestion to the Company's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

6-2. APPEARANCE

All employees should use good judgment about dress and appearance. Employees should dress in a manner that is consistent with both their place of work and the type of work they perform. Clothing which is not acceptable includes items that are sloppy or unkempt. When participating in a school event, teachers and administrative staff should wear their appropriate OOS name badge in clear view.

Please contribute to a positive work environment by maintaining high standards of neatness, grooming and personal hygiene. Also, please keep in mind that some individuals may be allergic to such things as perfumes, colognes, and lotions. If you use such items, please use them in moderation and with consideration for those around you.

6-3. PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During scheduled hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or toll calls such as directory assistance, other than Company business calls, are to be made from company telephones. If it is absolutely necessary that you make a toll call from work, you must charge it to your personal calling card, home number or use your personal cell phone. Telephone records are subject to periodic review by management.

6-4. COMMUNICATION

Employees are expected to return any communications within one school day. This includes email, phone messages and any other communication you use within your job function. Before releasing information for inbound inquiries, staff must follow established procedures as provided in school training and training provided by the K12 Academic Services Group to confirm the individual who is asking for the information has rights to the information. Release of all student information is controlled by K12 policies, school policies and the FERPA. Training on FERPA is available on k12training.com as well as covered as needed by the school directly in its professional development plan.

6-5. USE OF COMMUNICATIONS AND COMPUTER 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), facsimile, internet, corporate intranet, voice mail, computer terminals, modems and systems and other software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

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 Vietnam-era or 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.

6-6. 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.

Communication Guidelines

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

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. 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. All employees are encouraged to use the Password Corral software program to keep track of/protect all passwords used for their position.

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 Vietnam-era or 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.

6-7. TITLE IV, TITLE IX, 504 AND APPROPRIATE STATE LAWS

The OOS, based upon federal and state law, does not discriminate regarding race, color, religion, sex, age, handicap, or national origin. OOS does not discriminate in its educational programs or activities which it operates, or in its hiring practices. ISORPH is in compliance with Title VI of the 1964 Civil Rights Act (Public Law 88 -352), which prohibits discrimination on the basis of sex; HEW regulation 504, which prohibits discrimination on the basis of physical or mental handicap; and the Oregon Administrative Rule 581- 21-0045, ORS 326.051, ORS 659.150, and all rules issued by the State Board of Education pursuant to these laws to the end that no person in Oregon shall on the basis of age, handicap, national origin, race, marital status, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity administered or authorized by the State Board of Education. If you have inquires or a possible complaint under the provision of federal or state law, please reach out to the Insperty Anti-Harassment Hotline number at 844-677-3030 .

6-8. CUSTOMER RELATIONS.

The Company strives to consistently provide our students and families a sound education experience and service that is of exceptional quality and value.

In order to realize our commitment to excellent service, we expect the following from each of our employees:

Provide courteous service in a prompt and efficient manner.

Establish and maintain positive relationships with students, families, and peers by gaining their trust and respect through professional, honest interaction.

Handle complaints quickly and professionally. Never argue with a student or family. If you are unable to resolve the complaint to their satisfaction, review the situation with your supervisor.

Communicate with students, families, and peers in a professional manner whether in person, over the phone, or via e-mail.

Always remember that you are the School to our families and our reputation and their perception of the School is attributed to each employee.

6-9. GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors do not exceed an aggregate value of \$50 from any single source in a calendar year, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

Employees are not to give, offer, or promise directly or indirectly anything of value to any representative with whom the Company has or may have a business/working relationship.

6-10. SOLICITATION AND DISTRIBUTION OF LITERATURE

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

The following guidelines will apply throughout the organization:

- Group meetings for solicitation purposes during work hours or in work areas are prohibited. This guideline does not pertain to Company-sponsored meetings.
- The distribution or circulation of literature or other materials during work hours or in work areas is prohibited.
- Employees shall not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas.
- Management must approve and post all information on the Company's bulletin boards.

Non-employees are prohibited from trespassing, soliciting or distributing literature on Company premises.

6-11. COMPANY PROPERTY

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 work sites. Entry on Company premises or work sites constitutes consent to searches or inspections.

6-12. WEAPONS

OOS 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, 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, OOS 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 possesses 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.

6-13. SMOKING ON OOS PROPERTY

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in company offices and facilities is strictly prohibited by State law. While attending any OOS sponsored event, smoking is strictly prohibited. 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 on-site supervisor or the Human Resource Department 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.

6-14. TRAVEL

BUSINESS EXPENSE AND TRAVEL

OOS will reimburse all actual and reasonable business- related expenses incurred by employees in performing their job duties according to the following guidelines:

Documentation Requirements

You are required to provide a daily record of expenses, which shows the date, business location (city and state) and business purpose. Itemized receipts must be attached for approved business- related expenses.

Travel Time – Non-exempt employees

Nonexempt employees will be compensated for time spent traveling if that travel is part of the employee's daily work activity, including travel from one job site to another or travel from a designated meeting place to a job site. Travel by an employee who will be away from home overnight is work time only during those periods the employee is engaged in company business, which typically will coincide with the employee's regular working hours. Such time counts as hours worked even if it occurs on a non-working day. If an employee uses his or her own car rather than available public transportation for travel away from home, the employee can count as hours worked either the time spent driving or the time that would have been spent on public transportation during regular working hours.

Lodging

In certain cities and locales, OOS may have negotiated discounted room rates with specific hotels. You should make every effort to utilize lodging in locations where these arrangements exist. When a guaranteed reservation must be changed, every reasonable effort should be made to cancel the reservation on a timely basis to avoid additional fees.

Transportation

Every effort should be made to use the lowest priced transportation available. Reimbursement will be made for the following modes of transportation:

- Commercial airline travel will only be reimbursed for economy class unless approved by management.
- Negotiated discount rates for auto rental may be available. You should utilize these arrangements where possible.
- Personal auto used for business will be reimbursed at the current IRS mileage rate; however, the total amount for mileage must not exceed the economy class airfare for the same trip. The mileage reimbursement rate covers all vehicle expenses including gas, insurance, and depreciation.
- Local commuting costs between an employee's residence and work location are not allowable business expenses. If the distance between your residence and place of departure is further than the distance between your residence and work location, the excess mileage is an allowed expense.

Meals

Reimbursement will be made for reasonable cost of meals, per day, including reasonable gratuities when away from home on company business or for approved business meetings. Parking and Highway Tolls

All parking expenses and highway tolls related to business travel will be reimbursed.

Miscellaneous Expenses

Miscellaneous business expenses not described above (small supplies on an emergency basis, etc.) will be reimbursed.

While traveling on school business, purchases of miscellaneous supplies, software or computer hardware must be pre-approved by the Executive Director prior to purchase. These items must be submitted on the employee expense report and itemized receipts attached.

Professional or Technical Organizations Dues

Dues for professional memberships must be pre-approved and processed through the School Office Manager.

Training, Conferences and Seminars

Registration fees or similar expenses for approved training courses, conferences, seminars, and conventions are reimbursable if pre-approved by your supervisor.

Donations or Contributions

Donations or contributions are not reimbursable expense items.

Expense Advances

OSS does not provide cash advances for employee travel. Employees traveling regularly on business are

encouraged to personally obtain a widely accepted credit card. Any interest charges incurred are considered personal expenses and will not be reimbursed.

6-15. PERSONAL VEHICLES

Employees may use their personal vehicles on official company business provided prior approval has been obtained from their supervisor. A mileage rate based on acceptable and current company guidelines will be paid to an employee who uses his personal vehicle on official company business. Minimum insurance requirements as specified by the company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide proof of insurance.

6-16. WIRELESS COMMUNICATION DEVICE USE GUIDELINES

It is the policy of OOS to provide a wireless communication device to those employees who have a job-related need for them. Such devices are the property of OOS, and their use must be properly documented. Accordingly, these guidelines must be followed:

- Employees provided with a wireless communication device 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 devices issued by OOS for personal use without prior, written approval of their supervisor. OOS accesses and monitors electronic communications made using OOS issued devices.
- OOS 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 OOS 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 devices and must report such losses immediately.
- Upon termination of employment for any reason, the employee must return the company wireless communication device to OOS per the Employee cell phone policy.

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 a wireless communication device 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.

6-17. STAFF AND PARENT/STUDENT HANDBOOK REVIEW AND APPROVAL PROCESS.

January – By no later than end of February

The handbook is reviewed for updating / additions / deletions by the academic team.

By no later than end of April

ED, OPS, Academic admin, HR, Federal programs manager, 504 Plan Manager, Counselors, Assessment coordinator review the latest version for their applicable sections and save it in a group document.

By no later than end of May:

ED take the last version to the OOS board of education for review and will adopt it.

After board approval:

Ops manager submits to regional marketing to have the document loaded on to the website. SharePoint Admin posts to a common folder for all staff to access.

August/Ongoing throughout year:

All new students enrolling after the start of the school year will be provided with the student handbook.

Parents and students will sign and return acknowledgement that they have reviewed, understand, and agree to follow the handbook.

Section 7 - LEAVES OF ABSENCE

7-1. PAID FAMILY AND MEDICAL LEAVE (PFML)

Eligibility Requirements.

Effective September 1, 2023, eligible Oregon employees may apply for paid family leave, medical leave, or safe leave (collectively "PFML"). Eligibility for PFML and the amount of benefits is determined by statute and the Oregon Employment Department ("OED"), not the Company. Currently, employees who earned at least \$1,000 in wages in the base year and paid program contributions during the base year are eligible. All employees are required to contribute to the Paid Leave Oregon Fund and will be subject to payroll deductions not to exceed the maximum rate established by law.

Entitlement

All eligible employees who meet the statutory contribution requirements are entitled to initiate a claim with OED and, if the claim is approved, to receive PFML. PFML benefits are available for up to 12 weeks per benefit year (as determined by OED) for any of the following purposes, in any combination:

1. To care for and bond with a child during the first year after the child's birth or arrival through adoption or foster care placement ("Family Leave");
2. To care for a family member who has a serious health condition ("Family Leave");
3. For employees own serious health condition ("Medical Leave"); or
4. For employees who are the victim of domestic violence, harassment, sexual assault, or stalking or are the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking to seek, on the employee's behalf or on behalf of employee's minor child or dependent, legal, medical, mental health, victim services, or law enforcement assistance or remedies related to domestic violence, harassment, sexual assault or stalking ("Safe Leave").

Any employee who takes any amount of paid leave under this policy as set forth above is entitled to take up to 16 weeks of leave in the benefit year for any covered reason and in any combination of paid leave (not to exceed 12 weeks and as determined by OED) and unpaid leave for any purpose under OFLA, to the extent the employee is eligible for OFLA leave. Refer to the Company's OFLA Policy for additional information. In addition, employees may be eligible for an additional up to two (2) weeks of paid leave for a birthing parent (as determined by OED) for limitations related to pregnancy, childbirth, or a related medical condition, including but not limited to lactation, for a total amount of leave, not to exceed 18 weeks per benefit year.

"Family member" for purposes of this policy includes the employee's spouse or domestic partner, and employee's, spouse's, or domestic partner's child, parent, sibling, sibling's spouse, grandparent, grandchild, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Benefits under this policy are in addition to any paid sick time available under Oregon law or the Company's sick time, vacation and other paid time off policies. Employees may supplement PFML benefits with accrued paid sick time, a vacation and other paid time off available, but in no event may the employee's wages exceed 100 percent of the "eligible employee's average weekly wage" (as determined by OED) during the period of

leave. PFML benefits are not available for any week in which the employee is eligible to receive workers' compensation or unemployment benefits.

Use of PFML

An employee does not need to use this PFML entitlement in one (1) block. In general, PFML benefits may be claimed for leave that is taken in increments equivalent to one (1) work day or one (1) work week.

Filing Claims with OED

To submit a claim for benefits, employees should visit paidleave.oregon.gov or request a paper application from OED. When filing for PFML with the state of Oregon, please list Insperity as your primary employer. For additional information on the claim process, please visit <https://paidleave.oregon.gov/employees/overview.html> If an employee's PFML claim is denied, OED will issue a decision explaining the reasons for the denial. Employees may request reconsideration and/or appeal OED's decision denying benefits by following the procedures adopted by OED. OED is solely responsible for determining if an employee is eligible for benefits.

Employee Notice to the Company

Employees must provide notice, including an explanation of the need for leave, to the employee's supervisor before commencing a period of PFML. Any health information submitted to the Company for purposes of PFML or any other purpose will be kept confidential in accordance with applicable law. When the PFML absence is foreseeable, employees must provide written notice at least 30 days before commencing a period of PFML leave. If the reasons for taking PFML are not foreseeable, the employee must provide oral notice within 24 hours of commencing leave and must provide written notice within three (3) days after commencing leave. If the employee is unable to provide oral notice personally, notice may be provided by another responsible party, such as the employee's spouse, neighbor, or coworker. Failure to provide notice as required may result in a reduction of PFML benefits, in addition to other discipline up to and including termination.

Interaction with Other Leave Policies

Leave taken pursuant to PFML will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation the Oregon Family Leave Act and the federal Family and Medical Leave Act of 1993, when the leave is for a qualified reason under those laws.

Job Benefits & Protection

Employees taking PFML will retain their benefits and seniority status during the period of leave. During PFML leave, the Company will maintain health coverage under any employment-related health insurance on the same terms and conditions as if the Company had continued to work. The employee must make arrangements with the Head of Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Any leave taken pursuant to this policy will be considered an excused leave of absence and will not count for purposes of considering the Company's attendance under the Company's absence control policies. Employees who have worked for the Company for at least 90 days before commencing PFML will be returned to the same position they held at the commencement of leave, unless that position was eliminated during the leave. In the event the employee's position is eliminated, the employee will be returned to an available equivalent position. Otherwise, employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

Questions and/or Complaints about PFML Leave

If employees have questions regarding this PFML policy, they should contact the Head of Human Resources. For questions about determinations by OED on leave eligibility, entitlement, and/or benefits, please contact OED directly. The Company is committed to complying with the PFML and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFML.

The PFML makes it unlawful for employers to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights under the PFML. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in proceeding relating to a violation of the PFML, or has given or is about to give information connected to a proceeding relating to a violation of the PFML. If employees believe their PFML rights have been violated, they should contact the Head of Human Resources immediately. The Company will investigate any PFML complaints and take prompt and appropriate remedial action to address and/or remedy any PFML violation. Employees also may file PFML complaints with the Department alleging PFML violations.

For additional information regarding your rights, visit <https://paidleave.oregon.gov/DocumentsForms/Paid-Leave-ModelNotice-Poster-EN.pdf>

7-2. FAMILY AND MEDICAL LEAVE

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Supervisor.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five (5) years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of

a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their Supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or

- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty**

certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees

to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Supervisor. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their

FMLA rights have been violated, they should contact Supervisor immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Supervisor.

For questions regarding rights or responsibilities under this policy, please call the Insperty Contact Center toll free at 866-715-3552 (select "Benefits"), weekdays between 7 a.m. and 7 p.m. Central time.; For questions regarding 401(k) loan payments, contact Insperty Retirement Services at 888-401-5273.; View the Department of Labor Notice to Employees of Rights Under FMLA document located at <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>.

7-3. EMPLOYER NOT COVERED BY THE FAMILY AND MEDICAL LEAVE ACT

This policy does not apply if the employer is not covered by the FMLA. Employers that are covered by the OFLA should only use the Oregon: Family and Medical Leave policy. **(For Oregon employers that are covered by the Federal Family and Medical Leave Act)** Note that this policy applies to employers with 50 or more employees nationally and 25 or more employees in Oregon and is intended to comply with both the Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA).

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). This policy provides employees information concerning FMLA and OFLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. If employees have any questions concerning FMLA leave, they should contact the Supervisor.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must:

1. Have been employed by the Company for at least 12 months (which need not be consecutive);
2. Have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

OFLA leave is available to "OFLA eligible employees." To be an "OFLA eligible employee," the employees must:

1. Have been employed by the Company for at least 180 days immediately preceding the day the leave begins;
2. Have worked an average of at least 25 hours per week during that 180-day period (unless the leave is

to care for a newborn child or newly placed foster or adopted child, in which case the weekly hour requirement is inapplicable); and

3. Be employed by an employer with at least 25 employees in Oregon (including part-time employees and employees on leave) during each working day of 20 or more calendar workweeks in the year in which the leave will be taken, or in the preceding year.

*In the event of a public health emergency, employees who have worked for the Company for at least 30 days and averaged 25 hours per week during that 30-day period are eligible to take leave for any OFLA-covered reason.

Any employee who separates from employment with the Company, regardless of the reason, remains eligible for OFLA leave upon rehiring if the employee:

1. Is eligible to take OFLA leave at the time the employee separates; and
2. Is reemployed by the Company within 180 days of separation from employment.

Additionally, any employee who has a temporary cessation of scheduled hours remains eligible for OFLA leave if the employee:

1. Is eligible to take OFLA leave at the beginning of a temporary cessation of scheduled hours of 180 days or less; and
2. Returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

Any OFLA leave taken by the employee within any one- (1-) year period continues to count against the length of time of OFLA leave the employee is entitled to take. The amount of time that the employee is deemed to have worked for the Company prior to a break in service due to a separation from employment or a temporary cessation of scheduled hours will be restored to the employee when the employee is reemployed by the Company within 180 days of separation from employment or when the employee returns to work at the end of the temporary cessation of scheduled hours of 180 days or less.

II. Entitlements

The FMLA and OFLA provide eligible employees with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

A. Basic FMLA and OFLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The OFLA generally provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their FMLA leave. It is the Company's policy to provide the greater leave benefit provided under the FMLA or OFLA and to run leave concurrently under the FMLA and OFLA whenever possible. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (parental leave);
- To care for the employee's spouse, child, parent, or other covered family member as defined below (OFLA only) who has a "serious health condition";
- To care for the employee's child or same-sex domestic partner's child with an illness or injury that

- requires home care but is not a serious health condition (sick child leave applies to OFLA only);
- To care for a child who requires home care due to the closure of the child's school or childcare provider as a result of a public health emergency (sick child leave applies to OFLA only);
- To deal with the death of a family member by attending the funeral (or alternative) of the family member; making arrangements necessitated by the death of a family member; or grieving the death of a family member (OFLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, child, or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

(Effective until September 1, 2023) For purposes of OFLA leave, "family member" includes a spouse; parent; parent-in-law; grandparents; grandchildren; biological, adopted, or foster children; and a same sex domestic partner (and the parent or child of a same-sex domestic partner).

(Effective September 1, 2023) For purposes of OFLA leave, "family member" includes an employee's spouse or domestic partner, a child (biological, adopted, stepchild, or foster child) of the employee or the employee's spouse or domestic partner including those older than 18, a parent (biological, adoptive, stepparent, foster parent, or legal guardian) of the employee or the employee's spouse or domestic partner; a sibling or stepsibling of the employee or the sibling's or stepsibling's spouse or domestic partner, a grandparent of the employee or the grandparent's spouse or domestic partner, a grandchild of the employee or the grandchild's spouse or domestic partner, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Eligible employees are entitled to a maximum of 12 weeks' leave in the applicable 12-month period, subject to the following exceptions:

1. Employees who take leave for a pregnancy-related disability (including routine prenatal care) may take up to an additional 12 weeks for any OFLA-qualifying purpose; and
2. Employees who use a full 12 weeks of "parental leave" may use up to 12 additional weeks in the same leave year for "sick child leave." Two (2) family members working for the same employer are permitted to each take up to 12 weeks of parental leave, but in some situations may be required to stagger the leave. (Note, absences due to compensable work-related injuries or illnesses under the Oregon Workers' Compensation Law are not counted under an eligible employee's OFLA 12-week leave entitlement.) An eligible employee is entitled to take a maximum of two (2) weeks of leave per death of a family member, up to a maximum of 12 weeks per leave year. The leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member.

A "serious health condition" under the FMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or 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. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than

three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

A **"serious health condition" under the OFLA** means:

1. An illness, injury, impairment, or physical or mental condition that requires inpatient care in a hospital, hospice, or residential medical care facility;
2. An illness, disease, or condition that in the medical judgment of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care;
3. Any period of disability due to pregnancy or period of absence for prenatal care; or
4. Any period of absence for the donation of a body part, organ, or tissue, including preoperative or diagnostic services, surgery, post-operative treatment, and recovery.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA Only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five- (5-) year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or OFLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

The taking of another job while on FMLA/OFLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of OFLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits, and other terms. There is no key employee exception under the OFLA.

G. Notice of Eligibility for, and Designation of, FMLA and OFLA Leave

Employees requesting FMLA and/or OFLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

1. Their rights and responsibilities in connection with such leave;
2. The Company's designation of leave as FMLA/OFLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
3. The amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or OFLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/OFLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA/OFLA leave.

III. Employee FMLA and/or OFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or OFLA leave must promptly notify the Company of their need for FMLA and/or OFLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA and/or OFLA leave protections, employees must inform their Supervisor of the need for FMLA/OFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or OFLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/OFLA-qualifying. For example, employees might explain that:

- A medical condition renders them unable to perform the functions of their job;
- They are pregnant;
- They have been hospitalized overnight;
- They or a covered family member (including domestic partner, parent-in-law, grandparent, or grandchild under OFLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- The leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country (FMLA only); or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or OFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or OFLA notice obligations, may have FMLA and/or OFLA leave delayed or denied, to the extent permitted by applicable law.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reasons why such leave is

medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of the FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good-faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

The Company will not require medical certification for OFLA parental leave, the death of a family member, or if the leave is taken to care for a child who requires home care due to the closure of the child's school or childcare provider as a result of a public health emergency. The Company may request verification for the need for leave to care for a child who requires home care due to the closure of the child's school or childcare provider as a result of a public health emergency. A request for verification may include a request for:

1. The name of the child requiring home care;
2. The name of the school or childcare provider that is subject to closure;
3. A statement from the employee that no other family member of the child is willing and able to care for the child; and
4. A statement that special circumstances exist that require the employee to provide home care for the child during the day, if the child is older than 14 years of age.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active-duty status of a military member, the Company may require employees to provide:

1. A copy of the military member's active-duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active-duty status and the dates of the military member's covered active-duty service; and
2. A certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or OFLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA and/or OFLA leave and the paid time will run concurrently with the employee's FMLA and/or OFLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA and/or OFLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/OFLA Leave with Other Leave Policies

The FMLA and OFLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with OFLA leave and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, employees should consult the Company's other leave policies in this handbook or contact Supervisor.

V. Questions and/or Complaints about FMLA/OFLA Leave

If employees have questions regarding this FMLA/OFLA policy, they should contact Supervisor. The Company is committed to complying with the FMLA/OFLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/OFLA.

The FMLA makes it unlawful for employers to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Supervisor immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

If you have any questions about your rights or responsibilities under this policy, contact the Insperty Contact Center toll free at 866-715-3552 (select "Benefits"), weekdays between 7 a.m. and 7 p.m. Central time. OOS and Insperty will comply with all applicable federal, state and local laws in administering this policy.

7-4. VICTIMS OF CRIME LEAVE POLICY

Eligible employees will be given unpaid crime victim leave to attend criminal proceedings and to address domestic violence, sexual assault, or stalking situations, as described below. An employee is eligible for crime victim leave if he has worked an average of more than twenty- five (25) hours per week during the 180 days immediately prior to the date the employee takes leave under this policy.

Eligible employees must give as much advance notice as is reasonable under the circumstances and provide documentation to support the leave request. An employee taking crime victim leave may utilize all accrued paid time off (PTO) time before continuing leave on an unpaid basis. The amount of leave available to an eligible employee may be limited if taking leave causes an undue hardship to OOS. To the extent allowed by law, the Company will maintain the confidentiality of any employee requesting such leave.

Criminal Proceedings. Eligible employees will be given leave to attend criminal proceedings associated with either their or their immediate family member being the victim of a felony crime. A criminal proceeding is any proceeding that constitutes a part of a criminal action or occurs in court in connection with a prospective, pending or completed criminal action. Immediate family members include the employee's spouse, domestic partner, father, mother, sibling, child, stepchild and grandparent.

Domestic Violence, Sexual Assault, Stalking. Eligible employees will be given reasonable leave if they are the victim of domestic violence, sexual assault or stalking or are the parent or guardian of a minor child or dependent who is the victim of such a crime. Leave will be granted to ensure the health and safety of the employee or the employee's minor child or dependent to:

1. seek legal or law enforcement assistance or remedies;
2. obtain medical or mental health services or services from a victim service provider; or
3. relocate or take steps to secure an existing home.

7-5. DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING LEAVE POLICY

Employees who are victims of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the violence.

The leave can be used for any of the following reasons:

- to obtain services from a victim services provider for the eligible employee or the employee's minor child or dependent; or
- to seek medical treatment for or to recover from injuries caused by domestic violence or sexual assault or stalking of the eligible employee or the employee's minor child or dependent;
- to obtain, or to assist a minor child or dependent in obtaining counseling from a licensed mental health professional related to an experience of domestic violence, sexual assault or stalking;
- to relocate or take steps to secure an existing home to ensure the health and safety of the eligible employee or the employee's minor child or dependent; or
- to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's minor child or dependent, including preparing for, and participating in, protective order proceedings or other civil or criminal legal proceedings related to domestic violence,

sexual assault or stalking;

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault or stalking, but may use available vacation and personal time to cover the period of absence.

Employees must give reasonable notice of their intention to take time off from work, unless giving such notice is not feasible. Leave may be limited where it creates an undue hardship on the Company's business.

The Company may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault or stalking, and that the leave was taken for purposes allowed under the law.

Employees also may request a reasonable safety accommodation if they are a victim of domestic violence, sexual assault or stalking, or are the parent or guardian of a minor child or dependent who is a victim.

7-6. LACTATION BREAK POLICY

Subject to certain exceptions where permitted by applicable law, employees who are nursing may take a reasonable rest period to express milk each time they have a need to express milk for their child who is 18 months of age or younger. The employee will, if feasible, take the rest periods to express milk at the same time as the rest periods or meal periods that are otherwise provided to the employee. OOS will make reasonable efforts to provide a location, other than a public restroom or toilet stall, in close proximity to the employee's work area for the employee to express milk in private. Employees will not be retaliated against for exercising their rights under this policy.

Employees should advise management if they need break time and an area for this purpose. Employees can consult your supervisor or Insperty human resource specialist with questions regarding this policy.

7-7. BONE MARROW DONATION LEAVE POLICY

An employee who works an average of twenty (20) or more hours per week and seeks to undergo a medical procedure(s) to donate bone marrow may take a paid leave of absence. The combined length of the leave(s) will be determined by the employee but may not exceed the amount of accrued paid leave or forty (40) work hours, whichever is less, unless agreed to by the Company. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. The employee may be required to submit verification by a physician of the purpose and length of any leave requested by the employee to donate bone marrow.

7-8. REST AND MEAL BREAKS

OOS provides employees with the opportunity to take a 10-minute rest period per 4 hours worked. Rest periods are counted as hours worked. You may schedule your rest periods at your discretion, 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.

You are also provided a 30-minute meal break. 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. Record the beginning and ending of all meal periods on your time records. Your supervisor will usually assign

your meal period.

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

7-9. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that OOS can maintain proper coverage while employees are away.

7-10. PERSONAL LEAVE

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 supervisor at least thirty (30) days prior to commencement of the leave period, or as soon as is practicable. The supervisor 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 supervisor.

Employees on personal leave will be required to use all accrued personal and vacation days while on leave before going on unpaid leave. The Company will continue health insurance and other benefits to employees on leave for no longer than 12 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.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position. 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.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

7-11. BEREAVEMENT

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from the regular work schedule in accordance with the following guidelines. The employee will be granted up to five (5) days off from work with pay in the event of the death of a spouse, registered domestic partner, child, parent, sibling or comparable step relation; up to three (3) days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law or the registered domestic partner's equivalent relative; and one (1) day in the event of the death of a relative not a member of your immediate family as defined herein. Request for bereavement leave should be made to your immediate manager.

7-12. JURY DUTY

If an employee is summoned to jury duty, OOS will continue his or her pay for five

- o 5) working days of jury service in a calendar year, he/she will be allowed additional time off without pay to complete the jury service. OOS will continue to pay an employee for this extended period of service only if and to the extent provided for under applicable law. Employees must notify their supervisor as soon as it is known jury duty will be extended. An employee is also permitted to retain the allowance he receives from the court for such service.

All employees are allowed unpaid time off if summoned to appear in court as a witness in a case unrelated to his/her employment. To qualify for either jury or witness duty leave, an employee must submit to his supervisor a copy of the summons as soon as it is received. In addition, the employee must also submit to the employee's supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

All employees are required to submit a Time off request for Jury Duty in Timestar prior to taking the leave of absence, in the request the approval from your immediate supervisor must be included.

7-13. WORKERS COMPENSATION INSURANCE

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance provided by Insperity or based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If an employee is injured or becomes ill on the job, the employee must immediately report such injury or illness to the on-site supervisor. This ensures that the Company can help obtain appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay benefits in connection with the injury or illness. Questions regarding workers' compensation insurance should be

directed to the on-site supervisor or the Insperity Workers' Compensation Department at 800-242-8893, ext. 4244.

Section 8 - BENEFITS

8-1. HOLIDAYS

Regular full-time employees are eligible for paid holidays. To receive holiday pay, a non-exempt employee must work the regularly scheduled workday before and after the holiday, unless an exception is approved in writing by the on-site supervisor. A paid holiday does not count as a day worked in calculating overtime for the week.

The School observes ten (10) holidays each year:

- Martin Luther King Day - Third Monday in January
- Presidents' Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Veterans Day – November 11th
- Day before Thanksgiving – Fourth Wednesday in November
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving – Fourth Friday in November
- Christmas Day – December 25th

All OOS Staff

- Winter Break
- Spring Break

8-2. PERSONAL - LICENSED EMPLOYEES

PERSONAL – LICENSED EMPLOYEES

Personal Leave. OOS provides Personal Time to eligible employees as outlined in this policy. Personal Time will be provided to Licensed Employees to attend to personal matters.

Licensed Employees will be awarded 24 hours of Personal Time at the start of the school year. If hired after the start of the school year, personal time will be pro-rated. Balances are not carried over from one year to the next and will be forfeited on June 30th. Balances will likewise not be paid out at termination of employment.

So that we can plan for work and business requirements, please make every effort to request personal time well in advance of your intended time off. Conflicting requests will generally be given priority based on the most timely request and the tenure of the requesting employee. Personal time for unforeseen events must be reported as quickly as possible to your manager.

Licensed Employees who were hired prior to 6/1/18 and who have vacation balances will be able to retain and use those balances until exhausted. Licensed Employees who terminate employment with vacation balances will be paid for any remaining balance.

Should you exhaust your Personal Day allotment, we may consider additional unpaid days off during the school year. The granting of additional unpaid time off is subject to approval from your Supervisor and must be requested at least (48) hours in advance. All Personal Days must be exhausted prior to requesting an unpaid day. There is no guarantee that the request will be granted, and no requests will be granted during testing days. Excessive requests over the school year will not be approved.'

Grandfathered Vacation. If an available grandfathered vacation is not used by the end of the academic school year, licensed employees may carry unused time forward to the next academic school year. For employees hired prior to July 1, 2018. If you leave the Company, you will be paid for accrued but unused vacation computed at the rate of pay earned upon separation.

So that we may schedule work and plan for operational requirements, employees should give as much notice as possible in scheduling vacation time. *All vacation requests must be approved ahead of time by the immediate Supervisor prior to submitting a time off request via Timestar. In the event of conflicting vacation requests within a department, priority will be determined based on seniority. A more junior employee who already has an approved vacation date will not, however, be bumped by a more senior employee. Unless otherwise prohibited by law, employees are required to use available vacation when taking time off from work that is not covered under a leave of absence.

*When submitting a Timestar request for time off, the supervisors' approval must be included in the request.

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

While vacation is paid through Insperity, vacation is solely an OOS policy. Pay for vacation days will be paid on the regular pay cycle. Vacation days are not used in calculating overtime hours.

8-3. SICK DAYS - LICENSED EMPLOYEES

The Company recognizes that inability to work because of illness or injury may cause economic hardship. For this reason, OOS provides paid sick days to full-time and part-time regular employees. Full time, licensed employees are awarded 80 hours per contract year. This amount will be pro-rated based on hire date within the established period. Part-time employees will be awarded pro-rated sick leave based on FTE.

No payments will be made for unused sick days at the end of any academic school year or in the event of termination. Sick days will not be used in the calculation of overtime. Please familiarize yourself with the absenteeism and tardiness policy for the proper procedures to follow when an absence has or will occur. Balances are not carried over from one year to the next and will be forfeited on June 30th. Balances will likewise not be paid out at termination of employment.

Where the need for leave is foreseeable, such as scheduled medical appointments, at least 10 days' notice is required. Where it is not, notice is expected by no later than 6:30 a.m. on any day that you are scheduled to work so that substitute arrangements can be made, and preferably the night before if possible.

If an employee uses more than three consecutive days of sick leave or exhibits a pattern of abusing sick leave,

we may request reasonable documentation verifying the employee is out for a qualifying reason. Use of sick leave may be denied until the employee provides the requested documentation.

Oregon’s sick time law allows employees to use sick time for a wide range of medical reasons, whether they are planned or unforeseeable. An employee can use sick time for mental or physical illness, injury or health condition, need for medical diagnosis, treatment of a mental or physical illness, injury or health condition, any qualifying reason under Oregon’s Family Leave Law (OFLA) or Family and Medical Leave Act (FMLA) or to engage in preventive medical care. Additionally, an employee can take sick time for the care of a family member that meets one of the preceding conditions. The definition of family under SB 454 is consistent with the definition of family under OFLA.

An employee can use sick time to deal with the death of a family member within 60 days of receiving notice of the death. The employee can use the sick time to:

- Attend the funeral or alternative to a funeral of the family member.
- Make arrangements necessitated by the death of the family member.
- Grieve the death of a family member.

If a terminating employee has taken unaccrued sick leave hours, by taking sick leave that has not yet accrued, an employee agrees to repay any such amounts and will be required to sign an authorization allowing the Company to deduct the amount of sick leave used but not accrued from the employee’s final paycheck.

8-4. VACATION / PERSONAL - CLASSIFIED & ADMINISTRATOR EMPLOYEES

To the extent permitted by state law, OSS provides vacation to eligible employees as outlined in this policy. The established vacation period for purposes of this policy is for the academic school year.

In an academic school year, full-time regular employees will accrue vacation per the following schedule (will be prorated for employees working less than full-time):

Lengths of Employment	Annual Accrual	Per Pay Period Accrual	Maximum Accrual	Yearend Carry Over Balance
Classified - 1 st Year	80 hours	3.3334 hours	140 hours	Balance
Classified - 2 nd Year	120 hours	5.00 hours	140 hours	Balance
Classified – 3 rd Year	160 hours	6.67 hours	160 hours	Balance
Administrators	160 hours	6.67 hours	240 hours	Balance

If available vacation is not used by the end of the academic school year, employees may carry unused time forward to the next academic school year. However, there is a maximum accrual (“cap”) of 140 hours for classified employees for first and second year of employment and 160 hours for third year of employment, and 240 hours for administrators. If the total amount of unused vacation reaches this "cap", further vacation accrual will stop. When the employee uses vacation and brings the accrual balance below the “cap,” the accrual will begin again.

If you leave the Company, you will be paid for accrued but unused vacation computed at the rate of pay earned upon separation, limited to the annual accrual.

So that we may schedule work and plan for operational requirements, employees should give as much notice as possible in scheduling vacation time. In the event of conflicting vacation requests within a department, priority will be determined based on seniority. A more junior employee who already has an approved

vacation date will not, however, be bumped by a more senior employee. Unless otherwise prohibited by law, employees are required to use available vacation when taking time off from work that is not covered under a leave of absence.

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

If a terminating employee has taken unaccrued vacation hours, by taking vacation that has not yet accrued, an employee agrees to repay any such amounts and will be required to sign an authorization allowing the Company to deduct the amount of vacation used but not accrued from the employee's final paycheck. While vacation is paid through Insperity, vacation is solely an OOS policy. Pay for vacation days will be paid on the regular pay cycle. Vacation days are not used in calculating overtime hours.

8-5. SICK DAYS - CLASSIFIED AND ADMINISTRATIVE

The Company recognizes that inability to work because of illness or injury may cause economic hardship. For this reason, OOS provides paid sick days to employees. Eligible employees are awarded 80 hours of sick leave at the start of each academic year beginning August 1st. This amount will be pro - rated based on the hire date within the established period, but will not be less than 1 hour for every 30 hours worked.

Where the need for leave is foreseeable, such as scheduled medical appointments, at least 10 days' notice is required. Where it is not, notice is expected by no later than 6:30 a.m. on any day that you are scheduled to work so that substitute arrangements can be made, and preferably the night before if possible.

If an employee uses more than three consecutive days of sick leave or exhibits a pattern of abusing sick leave, we may request reasonable documentation verifying the employee is out for a qualifying reason. Use of sick leave may be denied until the employee provides the requested documentation.

No payments will be made for unused sick days at the end of any academic school year or in the event of termination. Sick days will not be used in the calculation of overtime. Please familiarize yourself with the absenteeism and tardiness policy for the proper procedures to follow when an absence has or will occur. Balances are not carried over from one year to the next and will be forfeited on June 30th. Balances will likewise not be paid out at termination of employment.

If a terminating employee has taken unaccrued sick leave hours, by taking sick leave that has not yet accrued, an employee agrees to repay any such amounts and will be required to sign an authorization allowing the Company to deduct the amount of sick leave used but not accrued from the employee's final paycheck.

8-6. CONTINUATION OF BENEFITS THROUGH COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health coverage when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; reduction in an employee's hours or a leave of absence beyond twelve (12) weeks; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administration fee.

8-7. VOTING LEAVE

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 paid time off to vote. The time off to vote may not exceed two hours. Evidence of voter registration and voting may be required.

Section 9 - SAFE SCHOOLS CRISIS INTERVENTION PLAN GUIDANCE

9-1. THE SAFE SCHOOL CRISIS INTERVENTION PLAN GUIDANCE

As a virtual school the crises and emergencies that we encounter are not normally building- based; but are focused more on each individual child. As a school, we generally gather our information directly from a student, the community, or from the media. Our students are affected by things happening on a personal level in their own homes and in the community around them.

Since we cannot listen to their conversations in the halls or visit with them during lunch duty, we have to pay closer attention to the news. We seek information for stories from the counties we know our students are living in and national stories that could have an impact on their families. We also take everything they write, speak, allude to, and sometimes hearsay as a serious situation to investigate. We are their 'safe place'. We are their family of people that provide security and a safe place for them to vent, complain, ask for help or just share their story.

Because we are as Virtual, as the students, we are careful to place extra effort into building relationships with each other; making sure we have contact information for everyone and feel comfortable reaching out for help with a student in any situation. Our Community Resources team has pulled together a vast amount of local resources that we can use to connect our students when they experience any trauma, crisis, need, or just need additional support that we may not be able to provide.

Abuse and neglect of Oregonians is a tragedy not only for the victims, but also for their friends, families, and society as a whole. Online Oregon Schools has the responsibility to report these incidents to the proper authority. The text below describes the process of documenting these reports and some frequently asked questions direction from the Oregon DHS's website. (<http://oregon.gov/DHS>)

Any person acting as an agent for the school is responsible for reporting these issues. Here are some people who can help if you need assistance:

Kinsey Owen, Student Resource Coordinator

Kowen@onlineoregon.org

Melissa Hausmann, Executive Director

mhausmann@k12.com

Chelsea Gill, K8 Principal

cgill@k12.com

Carrie Quinn, 9-12 Principal

cquinn@k12.com

Mary Blazer, Academic Administrator Special Programs

Mblazer@k12.com

The Crisis Intervention Plan will be provided to all new employees by the Student Resource Coordinator and

will be reviewed annually for existing staff members at the fall PD.

Any staff member can and is encouraged to upload the OOS Crisis Plan to their own laptop from SharePoint so they have easy access if needed.

Section 10 - EMPLOYEE " I UNDERSTAND " STATEMENT

10-1. OOS I UNDERSTAND' STATEMENTS: 24-25

OOS Vision Statement: OOS will strive for meaningful relationships to drive collaboration, learner-centered instruction, and inclusivity for diverse learners to cultivate a school that excels in all areas of student growth: academic achievement, social and emotional intelligence, and career and technical readiness.

OOS Mission Statement: The OOS Team is passionate about putting relationships first and leveraging instructional innovation to become the best at delivering high quality online instruction, so all students thrive from a diverse, inclusive, and well-rounded educational experience and become active, productive citizens.

To maximize student success, I agree to the following principles and expectations:

Representing our Vision:

1. Every student can achieve at least one year's academic growth.
2. All students benefit from encouragement to maximize their academic potential.
3. I will consistently and professionally provide quality communication to all stakeholders for OOS. This includes replying to emails within a 24-hour period on workdays.
4. I will maintain current and accurate student performance and communication documentation.
5. I will be flexible, understanding, and supportive of students' and learning coaches' individual needs for teaching accommodations and programmatic or curricular modifications.
6. I will provide synchronous, differentiated instruction in live Class Connect using the Engageli platform during small groups, whole class, and one on one sessions as needed or as determined by my supervisor. (teachers and assigned staff only)
7. I will provide appropriate, timely, and meaningful feedback on student assignments to enhance academic achievement within the assigned timelines per department guidelines. (teachers and assigned staff only)
8. I am expected to become an expert in my content area, the K12 curriculum, applicable technology, and relevant academic content standards for my grade level assignment and courses for which I am highly qualified. (teachers and assigned staff only)
9. I will utilize all available curriculum resources, teaching tools, and professional development resources to enhance academic achievement and my professional practice. It is my responsibility to seek additional support when needed.
10. I will develop a collaborative partnership with my academic team(s), and with all my OOS colleagues.
11. I will build a partnership with Learning Coaches by communicating and answering questions frequently to ensure LCs are aware of topics being covered, course expectations, and feel confident to assist their students with asynchronous academic tasks.
12. I will complete Enduring Connection Calls to all students who are not meeting course expectations as needed weekly and monthly. I will create a welcoming and encouraging homeroom/classroom environment that ensures my students feel: connected to and cared for by the school, up to date with announcements, safe to participate in; and where each students' academic goals are known and prioritized.
13. I will attend and participate in regular and ongoing professional development opportunities to support

the school's student academic improvement initiatives. Professional development dates are considered "Black Out" dates and a doctor's note or documentation requiring an absence will be submitted to my supervisor prior to the start of the session. Professional development dates are subject to change, and changes to the date and/or location will be messaged in advance by school administration.

Workday/Work Environment

This section describes the expectations for working hours and professional and efficient use of time.

1. Meetings between staff and/or students/families may be scheduled any time during the operating business hours of 8:00am – 5:00pm. My attendance is expected at all required meetings during this time.
2. I will provide direct academic support to students and complete time sensitive tasks between the hours of 8:00am and 5:00pm, with a 30-minute lunch break, unless otherwise directed by my employer.
3. I am required to be on Microsoft Teams all workdays between the hours of 8:00am and 5:00pm unless directed otherwise by my supervisor. I am permitted to mark myself as "busy" if I am in a meeting, Class Connect session, or on a work-related phone call. I will mark "away" if I am out of my office or taking my lunch break.
4. I will submit a Request for Time Off to deduct personal time if I am late to a live class, late to professional development, or miss a required meeting. Sick time is designed to accommodate time off for personal illness or to care for a close family member. If I am out of the office during the hours of 8:00am - 5:00pm, with the exception of a lunch break, I will submit a Request for Time Off form to my supervisor in advance, unless there is an emergency.
5. I will work from my home office daily unless I have preapproval to work remotely from my supervisor. Documentation is required.
6. I will establish a quiet, distraction-free work environment and office space in my home to provide an optimal learning environment for my students. No background noise is permitted, including children at home, during the hours of 8:00am and 5:00pm daily.
7. I will dress 'business casual' whenever I am utilizing a web-camera, attending professional development, conferences, outings, or attending any other in-person or webcam-based event where I am a representative of OOS. Note: If your manager allows you to wear jeans to a specific event, you should pair them with your school-shirt (if applicable) or a business-casual top.
8. I am required to maintain a current, valid Oregon teaching certificate. I am required to remain "Appropriately Certified" (previously, Highly Qualified) even though it is no longer a federal regulation. Failure to meet these requirements will result in immediate unpaid leave and possible dismissal. (Teaching certificate is applicable only to those in teaching-related positions.)
9. I understand I shall not engage in other employment that will materially impair in any way my ability to carry out my duties and responsibilities for OOS per the Employee Handbook and job description for my position. I agree to fully disclose any outside employment at the time of hire. Additionally, I will meet with my immediate supervisor if entertaining additional employment opportunities.

Policy

1. I will be knowledgeable of, implement, and abide by all policies and procedures in the Employee Handbook, School Operations Manual, OOS Handbook, and according to departmental practices.
2. OOS will periodically announce updates to policy and procedures. It is my responsibility to stay abreast

of all changes and comply accordingly as expectations may be updated or changed by the employer at any time.

Equipment

1. I will use my school issued computer during work hours. I am not permitted to use any other computer unless my supervisor provides preapproval. This includes the use of smart phones, personal laptops, and other non- school issued hardware or technological device.
 - My school issued computer is intended for work related tasks only and should not be used to conduct personal business.
 - Maintenance/repair on school issued computers may only be provided by K12 or school personnel.
 - Computer use is monitored using ActivTrak.
1. I will use my school issued Zoom App phone system to complete all school-related phone calls. I am not permitted to use any other phone unless my supervisor provides preapproval.

Travel Expectations:

1. I understand I am required to attend and proctor any standardized Oregon assessments including SBAC or ELPA. I will proctor all tests in a professional manner. I will be assigned to a testing location according to school need and may be required to travel to an assigned, possibly remote location. Planned absences are not permitted on testing days/black out days per the school calendar.
2. I am expected to be available for periodic travel outside of my city of residence to attend events such as outings, training, testing, and marketing events, according to my school's policy.

Blackout Dates: Prearranged absences during any of these dates are required prior to submitting a time off request in Timestar. Please plan accordingly. Please note that these dates and location are subject to change. See the school calendar for all dates.

- August 1- September 15, 2024 —This is a critical time for school year launch. Prearranged absences may be approved during this time. Please check with your direct supervisor prior to scheduling any time off.
- High School Graduation
- All in-person/virtual professional development days
- All student face to face event days
- All testing windows Star360 and SBAC

I Understand Acknowledgement:

Printed Name: _____ Signature: _____

Date:

Section 11 - ARIZONA ADDENDUM

11-1. NOTIFICATION OF CONSTRUCTIVE DISCHARGE

Any employee is encouraged to communicate to the Company by contacting Onsite Supervisor whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Ariz. Rev. Stat. § 23-1502, the employee may be required to notify the Company in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign.

Under the law, the employee may be required to wait 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. The employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for the Company to respond to the employee's written communication about the employee's working condition.

If employees have any questions regarding this policy, they should contact Onsite Supervisor.

Section 12 - INDIANA ADDENDUM

12-1. FAMILY MILITARY LEAVE

Employees who have been employed by OOS for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
- during the 30 days after the active duty orders are terminated.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the employee will be restored to the position they held before the leave began or to an equivalent position.

Section 13 - IOWA ADDENDUM

13-1. PREGNANCY LEAVE

Employees are entitled to an unpaid leave of absence of up to eight (8) weeks for any pregnancy-related disability. OOS may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the Company. Employees may use accrued time off for this purpose.

14-1. MEALS AND REST PERIODS (FOR NON-EXEMPT EMPLOYEES)

Rest Breaks

Non-exempt employees who work at least two (2) hours per workday are required to take one (1) 10-minute rest break for every four (4) hours or major part thereof (two (2) hours and one (1) minute through four (4) hours) worked in one (1) work period. For purposes of this policy, "major fraction" means any time greater than two (2) hours. For example, if the employee works more than six (6) hours, but no more than 10 hours in a workday, the employee is required to take two (2) 10-minute rest breaks, one (1) during the first half of the shift and a second rest break during the second half of the shift. If the employee works more than 10 hours but no more than 14 hours in a day, the employee is required to take three (3) 10-minute rest breaks, and so on.

Rest breaks should be taken approximately in the middle of each work period of four (4) hours or major fraction thereof as is feasible. Employees are paid for all rest break periods and do not need to clock out when taking a rest break. Rest breaks may not be added to the usual meal period or deducted from the beginning or end of the work period to reduce the overall length of the total work period. Each rest break must be a separate break meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Employees are required to take all rest breaks, and employees who refuse to do so will be subject to discipline, up to and including termination.

Meal Periods

Non-exempt employees who work more than six (6) hours in a workday are required to take an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. No meal period is required if the work period is less than six (6) hours. For employees who work a shift of seven (7) hours or less, the meal break must occur between the second and fifth hours of the shift. For employees who work more than seven (7) hours, the break must take place between the third and sixth hours of the shift. Employees are responsible for scheduling their own meal period but should confirm them with their supervisor(s).

When scheduling meal periods, employees should try to anticipate their workflow and deadlines. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 continuous minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Employees are to immediately notify the Head of Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

No Working During Rest Breaks and Meal Periods

Non-exempt employees are completely relieved of all work duties during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees' work areas, such as in a break room. Employees may not leave the premises during rest breaks and meal periods. Employees are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email, or other devices during meal periods and rest breaks. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to take all mandated breaks. Failure to do so may result in discipline, up to and including termination.

Employees are required to notify the Head of Human Resources immediately if they believe they are being pressured or coerced by any supervisor or other employee to forego any portion of a provided rest break or meal period.

Summary Chart

Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees.

Hours of Work	Rest Breaks	Meal Breaks
2 hours or less	0	0
2 hours 1 min - 5 hours 59 min	1	0
6 hours	1	1
6 hours 1 min - 10 hours	2	1
10 hours 1 min - 13 hours 59 min	3	1
14 hours	3	2
14 hours 1 min - 18 hours	4	2
18 hours 1 min - 21 hours 59 min	5	2
22 hours	5	3
22 hours 1 min - 24 hours	6	3

Section 15 - TEXAS ADDENDUM

15-1. BIOMETRIC TIMEKEEPING - TX

OOS, its co-employer, Insperty, and its and their service providers, and/or the licensor of OOS's time and attendance software utilizes biometric technology systems ("Systems") to collect, store, and use biometric data for the purpose of identifying employees, processing your pay, and for recording your work start and end times when utilizing the OOS's biometric timeclocks or timeclock attachments. This policy replaces and supersedes all previous OOS policies related to biometric data. OOS reserves the right to amend this policy at any time.

Biometric timeclocks are computer-based systems that scan an employee's finger or hand, or other physical characteristics for purposes of identification. The computer system extracts unique data points along the finger(s)/hand and creates a unique mathematical representation of the biometric data used to verify the employee's identity, for example, when the employee arrives at or departs from the workplace.

Definitions: Biometric data means legally protected personal information about an individual's physical characteristics that can be used to identify that person. The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. ("BIPA"), regulates the collection, storage, use, and retention of "biometric identifiers" and "biometric information" in Illinois. As used in this policy, biometric data includes "biometric identifiers" and "biometric information" as defined in BIPA. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. "Biometric information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Several other states have their own biometric laws also.

Voluntary Participation: OOS will not collect an individual's biometric data or otherwise obtain it without the employee's prior written consent. Consent to the collection, storage and use of OOS's biometric timekeeping system is voluntary and an alternate method of collection of work time is available upon request. Employees can revoke their consent by notifying the OOS in writing.

Security of Data: OOS will use a reasonable standard of care to store, transmit, and protect from disclosure or dissemination any biometric data collected. Storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which the OOS stores, transmits, and protects from disclosure other confidential and sensitive information that is used to uniquely identify an individual.

Retention and Destruction: OOS collects, stores, and uses biometric data throughout active employment. OOS shall retain employee biometric data only until the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three years of employee's last interaction with OOS, whichever occurs first, and shall request that its co-employers, Insperty, and its and their service providers, and/or the licensor of the OOS's time and attendance software vendors permanently destroy such data when, the first of the following occurs: (a) the initial purpose for collecting or obtaining such biometric data has been satisfied, or (b) within three (3) years of the employee's last interaction with the OOS.

Disclosure and Limitation on Use: OOS will not sell, lease, trade, or otherwise profit from any biometric identifier or biometric information collected. Company has carefully selected its co-employer, Insperty, service providers vendors/software providers/business partners who provide or use the OOS's biometric technology, including the licensor of the OOS's time and attendance software, and who share the OOS's

commitment to protecting confidential and sensitive information.

Biometric data from the OOS's systems may be shared with its co-employer, Insuperity and its and their service providers, vendors/software providers/business partners/licensor for timekeeping and payroll or security purposes. However, any biometric data obtained through the OOS's biometric technology systems will otherwise not be disclosed or disseminated other than as outlined in this policy.

Neither the OOS nor its co-employer, Insuperity, and its and their service providers or licensor of the Company's time and attendance software will disclose, redisclose, or otherwise disseminate an employee's biometric identifier or biometric information unless:

- The employee or the employee's legally authorized representative consents to the disclosure or redisclosure;
- The disclosure or redisclosure completes a financial transaction requested or authorized by the employee or the employee's legally authorized representative;
- The disclosure or redisclosure is required by state or federal law or municipal ordinance; or
- The disclosure or redisclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

At the conclusion of the retention period, OOS will permanently delete or destroy the employee's stored biometric information using appropriate security methods unless the OOS is required by law to retain the information for a longer period of time.

To the extent anything in this policy conflicts with any state or local law on this topic, the applicable law will govern.

Section 16 - WASHINGTON ADDENDUM

16-1. BIOMETRIC TIMEKEEPING - WA

This policy applies to all employees of OOS who, in the course of performing their regular job responsibilities, are involved in the collection, use, handling, safeguarding, storage, retention, and destruction of Biometric Identifiers and Biometric Information (collectively, "Biometric Data").

OOS offers the convenience of a biometric timekeeping system that can collect images and/or features of your fingerprint to facilitate accurate and efficient time records of your work hours. The collected images and/or features of your fingerprint are referred to as "biometric data."

Upon your consent, your biometric data will be collected, stored and used by the company through your employment with OOS to: (1) identify you; (2) record your work start and end times; and (3) process your pay. You will be asked to sign a Biometric Collection Consent form upon hire for this purpose. The company will not disclose, sell, lease or trade your biometric data for any other purpose.

The Company will securely store your biometric data in the same manner as it stores other confidential or sensitive company information. The Company prohibits the sale, lease or trade of Biometric Data. The Company prohibits any disclosure of Biometric Data other than as permitted by this policy.

Your biometric data will be permanently destroyed after your employment with the company ends. Biometric Data in electronic form will be destroyed in a manner that renders the information irretrievable. The Company's Human Resources and Information Technology departments shall be responsible for coordinating with the timeclock service provider.

16-2. MEALS AND REST PERIODS (FOR NON-EXEMPT EMPLOYEES)

Rest Breaks

Non-exempt employees who work at least four (4) hours per workday are allowed to take one (1) 10-minute rest break for every four (4) hours worked in one (1) work period. For example, if the employee works four (4) or more hours, but not more than eight (8) hours in a workday, the employee is required to take one (1) 10-minute rest break during the first four (4) hours of the shift. If an employee works eight (8) hours or more, but no more than 12 hours in a day, the employee is required to take two (2) 10-minute rest breaks, and so on.

Rest breaks should be taken as close to the middle of each work period of four (4) hours as is practical but in no event shall employees work more than three (3) consecutive hours without a rest break. Employees must take their rest breaks and are prohibited from working during their rest breaks. Employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Unless otherwise instructed, rest breaks are self-directed and unscheduled, and may be taken as time allows on either a continuous or intermittent basis (e.g., two (2) to three (3) "mini" breaks totaling 10 minutes). Examples of "mini" rest breaks are personal phone calls, eating a snack, having a cup of coffee, personal conversations, smoke breaks, and whenever the employee has the opportunity to take a break for a few minutes or more during a shift. It is a

mandatory job duty for employees to advise the Head of Human Resources if they feel they do not have adequate opportunity for rest breaks, if they miss a rest break, or if they feel pressured to skip their rest breaks so they can be properly compensated.

Meal Periods

Non-exempt employees who work more than five (5) consecutive hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least 30 minutes which must be taken between the second and fifth hour of the work period. Thereafter, a meal period of at least 30 minutes is required for each five (5) consecutive hours worked during the workday.

Employees working three (3) or more hours longer than their normal workday will be allowed one (1) 30-minute meal period prior to or during the overtime. For purposes of this requirement, a normal workday is the shift the employee is regularly scheduled to work.

Employees are responsible for scheduling their own meal periods but should discuss strategies and plans for ensuring their meal periods with their supervisor(s) as needed. When scheduling meal periods, employees should try to anticipate their workflow and deadlines but must take their meal periods no later than at the end of each five (5) hour period worked. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal period.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Employees must immediately notify the Head of Human Resources if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period so that they can be properly compensated.

If any the employee's meal period is interrupted due to the employee performing a task, upon completion of the task, the meal period will be continued until the employee has received 30 minutes total of mealtime (with the entire meal period being paid and reported as hours worked, and the time spent performing the task not being considered part of the meal period).

Meal Period Waiver

Non-exempt employees are encouraged to take their meal periods. However, with the Company's permission, employees may be allowed to voluntarily waive their meal periods, and if they wish to do so on a standing basis, should complete a form documenting the same. Employees who execute a standing waiver can revoke this waiver at any time, either on an occasional or continuing basis. Employees should contact the Head of Human Resources to obtain this waiver form.

No Working During Rest Breaks and Meal Periods

Non-exempt employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. Where practicable, rest breaks and meal periods should be taken outside employees' work areas, such as in a break room. Employees may leave the premises during meal periods, but may not leave the premises during rest periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to notify the Head of Human Resources immediately if they believe they are being pressured or coerced by any supervisor or other employee to forego any portion of a provided rest break or meal period.

Summary Chart

Below is a chart that generally summarizes the number of rest breaks and meal periods provided to employees (these figures may vary depending on the timing of the employees' breaks).

Hours of Work	Rest Breaks	Meal Breaks
Less than 4 hours	0	0
4 hours – 4 hours 59 min	1	0
5 hours – 7 hours 59 min	1	1
8 hours – 9 hours 59 min	2	1
10 hours – 11 hours 59 min	2	2
12 hours – 14 hours 59 min	3	2
15 hours – 15 hours 59 min	3	3
16 hours – 19 hours 59 min	4	3
20 hours – 23 hours 59 min	5	4

16-3. PREGNANCY ACCOMMODATIONS

In compliance with Washington law, OOS will not discriminate against the employee in relation to pregnancy and pregnancy-related health conditions. The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy and pregnancy-related health conditions, including the need to express breast milk. Reasonable accommodations include:

1. providing more frequent, longer or flexible restroom breaks;
2. modifying a no food or drink policy;
3. job restructuring, part-time or modified work schedules, reassignment to a vacant position or acquiring or modifying equipment, devices or the employee's work station;
4. providing seating or allowing the employee to sit more often if the employee's job requires the employee to stand;
5. providing for a temporary transfer to a less strenuous or less hazardous position;
6. providing assistance with manual labor and limits on lifting;
7. scheduling flexibility for prenatal visits;
8. providing reasonable break time for an employee to express breast milk each time the employee needs to express the milk and providing a private location, other than a bathroom; and
9. any further pregnancy accommodation the employee may request, and to which the Company must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Washington Department of Labor and Industries or the attending health care provider of the employee.

The Company may request that the employee provide a written certification from the employee's treating health care professional regarding the need for reasonable accommodation except for accommodations listed in points 1, 2, 4, and 8 above or limits on lifting in point 6 of more than 17 pounds. The employer may refuse accommodations listed in points 3, 5, 6 (for lifting, only if involves 17 pounds or less), 7, 8, and 9 if the accommodation would pose an undue hardship on the Company's program, enterprise or business.

The Company is not required to create additional employment that would not otherwise have been created or discharge any employee, transfer any employee with more seniority or promote any employee who is not qualified to perform the job, unless the Company does so or would do so for other classes of employees who

need accommodation.

The Company will not take adverse action against the employee who requests, declines or uses an accommodation under this policy. Further, the Company will not deny employment opportunities to an otherwise qualified employee or prospective employee if such denial is based on the Company's need to reasonably accommodate the employee's or prospective employee's condition related to pregnancy, childbirth or a related medical condition. Additionally, the Company will not require the employee to take leave if another reasonable accommodation can be provided for the employee's pregnancy and pregnancy-related health conditions.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact the Employee's Supervisor.

16-4. PAID FAMILY AND MEDICAL LEAVE

Eligibility

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) are eligible to apply for paid medical leave or paid family leave (collectively PFML). "Qualifying period" means the first four (4) of the last five (5) completed calendar quarters or, if eligibility is not established, the last four (4) completed calendar quarters immediately preceding the application for PFML. The 820 hours are cumulative, regardless of the number of employers or jobs someone has during a year. All paid work over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work. Employees seeking leave through March 31, 2022 who do not meet the requirement of 820 hours worked in the qualifying period may be eligible for a pandemic leave assistance grant.

Entitlement

PFML is available to eligible employees for up to 12 weeks within any 52 consecutive week period. PFML may be used:

- to participate in providing care, including physical or psychological care, for a family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner, or anyone who has an expectation to rely on the employee for care, whether living in the same household or not) with a serious health condition;
- to bond with the employee's child after the child's birth or after the placement of a child under the age of 18 with the employee;
- because of any qualifying military exigency as permitted under the federal Family and Medical Leave Act (FMLA) for the employee's family member (child, grandchild, grandparent, parent, sibling, spouse, child's spouse or state registered domestic partner of an employee); or
- because of the employee's own serious health condition.

For purposes of the above, unless the context clearly requires otherwise, "child" includes: biological, adopted or foster child; a stepchild or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent regardless of age or dependency status. "Parent" includes biological, adoptive, de facto or foster parent, stepparent or legal guardian of the employee or the employee's spouse or state registered domestic partner or an individual who stood in loco parentis to the employee when the employee was a

child.

Qualifying military exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

If the employee faces multiple events in a year, the employee may be eligible to receive up to 16 weeks, and up to 18 weeks if the employee experiences a serious health condition during pregnancy that results in incapacity.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement. Leave for any other reason must be taken within one (1) year of the date of which the employee filed an application for the benefits.

These benefits are financed through both employee and OOS contributions to the PFML program. The program is administered by the Washington Employment Security Department (ESD). The Company will calculate and withhold premiums from employees' paychecks and send both employees' shares and the Company's share, if applicable, to ESD on a quarterly basis.

While on PFML, employees are entitled to partial wage replacement at a portion of their average weekly pay. There is a waiting period of up to seven (7) consecutive calendar days of leave, but employees may use any paid time off (including vacation leave, personal leave, medical leave, sick leave, compensatory leave or any other paid leave offered under the Company's established policy) to receive compensation during that waiting period. No waiting period is required where leave is for the birth or placement of a child or for a military exigency.

If the employee's average weekly wage is 50 percent or less of the state average weekly wage, the employee's weekly benefit is 90 percent of the average weekly wage. If the employee's weekly benefit is greater than 50 percent of the of the state average weekly wage, the weekly benefit is the sum of:

- 90 percent of 50 percent of the state average weekly wage; and
- 50 percent of the employee's average weekly wage that is greater than 50 percent of the state average weekly wage.

The ESD sets the maximum weekly benefit for PFML, and it will be adjusted effective January 1 of each subsequent year as determined by the state based on 90 percent of the state's average weekly wage. Employees will be paid benefits directly by ESD rather than by the Company.

In any week in which the employee is eligible to receive benefits under Title 50 (unemployment compensation) or certain provisions of Title 51 (industrial insurance) of the Revised Code of Washington, or any other applicable federal unemployment compensation, industrial insurance or disability insurance laws, the employee is disqualified from receiving PFML.

Definition of a Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves: inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. Subject to certain conditions, the continuing treatment requirement may include, but is not limited to:

- a period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition;
- any period of incapacity due to pregnancy, or for prenatal care;
- any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or
- any period of absence to receive multiple treatments, including any period of recovery from the treatments, by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for: restorative surgery after an accident or other injury; or a condition that would likely result in a period of incapacity of more than three (3) consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer, severe arthritis, or kidney disease.

Use of PFML

Employees do not need to use PFML in one block. PFML can be taken intermittently in minimum increments of eight (8) consecutive hours. PFML taken on an intermittent basis will not result in a reduction of the total amount of PFML to which the employee is entitled beyond the amount of PFML actually taken.

Employee Notice

Employees must provide the Company at least 30 days' written notice before PFML is to begin if the need for PFML is foreseeable based on an expected birth, placement of a child or planned medical treatment for a serious health condition. Employees must provide the Company written notice as soon as is practicable when 30 days' notice is not possible, such as because of a lack of knowledge of approximately when PFML will be required to begin, a change in circumstances or a medical emergency. Employees must provide written notice as soon as is practicable for foreseeable PFML due to a qualifying military exigency, regardless of how far in advance such PFML is foreseeable. When the need for PFML is not foreseeable, employees must provide written notice as soon as is practicable under the facts and circumstances of the particular situation. If the employee is unable to provide notice personally, written notice may be given by another responsible party, such as the employee's spouse, neighbor or coworker.

The employee must provide written notice to make the Company aware that the employee may need PFML. The notice must contain at least the anticipated timing and duration of the PFML. Written notice includes, but is not limited to, handwritten or typed notices, and all forms of written electronic communications such as text messages and email.

Whether PFML is to be continuous or is to be taken intermittently or on a reduced schedule basis, written notice need only be given one time, but the employee must inform the Company as soon as is practicable if dates of the scheduled PFML change, are extended or were initially unknown.

Filing Claims with the ESD

The employee may apply for PFML benefits by:

- using the ESD online services;
- contacting the paid family and medical leave customer care center by telephone; or
- using alternate methods authorized by ESD.

The ESD is solely responsible for determining if an employee is eligible for benefits.

Supplemental Benefits During PFML

The Company offers the following supplemental benefits to employees who are receiving PFML: vacation leave, sick leave, other paid time off.

Job Benefits and Protection

Employees may keep their health insurance while on PFML. Employees who contribute to the cost of their health insurance must continue to pay their portion of the premium cost while on PFML.

Employees who return from PFML generally will be restored to a same or equivalent job if the Company has 50 or more employees and the employee has worked for the Company for at least 12 months, and has worked 1,250 hours in the 12 months before taking PFML (about 24 hours per week, on average). Otherwise, Employees taking PFML are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.

The use of PFML cannot result in the loss of any employment benefits that accrued prior to the start of PFML.

FMLA Concurrent with PFML

Any time off for PFML purposes will run concurrently with FMLA, if applicable, with the exception of any leave for sickness or temporary disability because of pregnancy or childbirth, which is in addition to leave under PFML. Please see the "Family and Medical Leave" policy for eligibility requirements under the FMLA and see the "Pregnancy and Childbirth Leave" policy for eligibility requirements for pregnancy leave.

Questions and/or Complaints about PFML

The Company is prohibited from discriminating or retaliating against employees for requesting or taking PFML.

For more information on PFML, employees may go to paidleave.wa.gov or speak with your supervisor or Insperity human resource specialist.

16-5. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE

If the employee or the employee's family member is a victim of domestic violence, the employee may be eligible to take reasonable, unpaid time off from work for one or more of the following reasons:

- seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or a family member including, but not limited to, preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
- seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is a family member;
- obtain or assist a family member in obtaining services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- obtain or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or family member was a victim of domestic violence, sexual assault or stalking; or
- participate in safety planning, temporarily or permanently relocate or take other actions to increase personal safety or that of family members from future domestic violence, sexual assault or stalking.

Employees may elect to use any sick leave or other paid time off for leave pursuant to this policy. Leave may take the form of reasonable unpaid leave from work, intermittent leave or leave on a reduced leave schedule.

Employees wishing to take leave pursuant to this policy must give advance notice of their intention to take leave. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault or stalking, the employee or a designee must give notice no later than the end of the first day on which such leave is taken.

Verification of the need for leave may be required.

16-6. PREGNANCY AND CHILDBIRTH LEAVE

Employees are eligible to take unpaid leave for the actual period of time that they are sick or temporarily disabled because of pregnancy, childbirth or related medical conditions.

Any employees wishing to request leave because of a pregnancy-related disability must provide appropriate medical certification.

This leave is available regardless of whether the employee qualifies for leave under OOS's Family & Medical Leave policy. This leave does not count towards the employee's leave entitlement, if any, under the Washington State Paid Family and Medical Leave Act (PFML), but FMLA leave will run concurrently with this leave.

During this leave, employees must use any applicable paid time off benefits that they have available to cover some or all of the absence. Otherwise, the leave will be unpaid. Group health and other benefits will be handled in the same manner as for any other similar pregnancy or non-pregnancy related absence.

If employees take this leave only for the actual period of disability, as certified by their health care provider, then they ordinarily will be allowed to return from this leave to the same job they held when the leave began or to a similar job of at least the same pay. Exceptions to this general rule will be made only if the Company has a business necessity to do otherwise.

If employees have any questions regarding this policy, they should contact your supervisor or Insperity human resource specialist.

Section 17 - WISCONSIN ADDENDUM

17-1. FAMILY AND MEDICAL LEAVE

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides employees information concerning FMLA and/or WFMLA entitlements and obligations employees may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should contact Supervisor.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

WFMLA leave is available to "WFMLA eligible employees." To be a WFMLA eligible employee, the employee must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more employees.

II. Entitlements

As described below, the FMLA and WFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible employees up to six (6) weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, an additional two (2) weeks of leave for the employee's serious health condition, and an additional two (2) weeks to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight (8) weeks of family/medical unpaid leave, not to exceed 10 weeks within the 12-month period under the WFMLA - see further information below).

For WFMLA the 12-month period is measured by a calendar year from January 1 to December 31.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the employee's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the

essential functions of the employee's job); and/or

- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or 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. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

Qualifying exigencies for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans".

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also may be entitled to take leave intermittently or on a reduced leave schedule when medically

necessary due to a serious health condition of the employee or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

D. No Work While on Leave

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

E. Protection of Group Health Insurance Benefits

During FMLA/WFMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key employee exception under WFMLA.

G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

III. Employee FMLA and/or WFLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or WFMLA leave must timely notify the Company of their need for FMLA and/or WFMLA leave. The following describes the content and timing of such employee notices

1. Content of Employee Notice

To trigger FMLA and/or WFMLA leave protections, employees must inform their Supervisor of the need for

FMLA/WFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA and/or WFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFMLA-qualifying. For example, employees might explain that.

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If employees fail to explain the reasons for leave, the leave may be denied. When employees seek leave due to FMLA/WFMLA-qualifying reasons for which the Company has previously provided FMLA/WFMLA-protected leave, employees must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or WFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFMLA notice obligations, may have leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employees' health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/WFMLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The Company will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee, to the extent permitted by applicable law.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, the employee returning to work from leave that was taken because of their own serious health conditions that made the employee unable to perform their job must provide the Company medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave. Employees may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with the employee's FMLA and/or WFMLA entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon **[written]** request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/WFMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Company will send a letter

notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Supervisor.

V. Questions and/or Complaints about FMLA/WFMLA Leave

If you have questions regarding this FMLA/WFMLA policy, please contact Supervisor. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their rights have been violated, they should contact Supervisor immediately. Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

If you have any questions about your rights or responsibilities under this policy, contact the Insperty Contact Center toll free at 866-715-3552 (select "Benefits"), weekdays between 7 a.m. and 7 p.m. Central time. OOS and Insperty will comply with all applicable federal, state and local laws in administering this policy.

17-2. ORGAN AND BONE MARROW DONOR LEAVE

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the employee

to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When employees return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally-scheduled leave).

When employees end their employment with the Company, any payments in escrow (as described above) will be returned to them. If employees end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group health insurance coverage while the employee was on leave under this policy.

17-3. LEAVE FOR EMERGENCY RESPONDERS

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation (“volunteer provider”) are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify OOS in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.

HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt of OOS's Employee Handbook ("Handbook"). I understand this handbook contains information regarding the Company's rules and benefits which affect me as an employee.

I understand the Handbook is not a written employment contract for any specific term. My employment with Insperity is at-will. My employment with the Company is at-will unless an authorized employment agreement with OOS provides otherwise.

I further understand that only Company authorized and designated Leadership personnel has any authority to change my at-will status or enter into any agreement guaranteeing employment with the Company for any specific period of time. I also understand that if any agreement is made, it will not be authorized and enforceable unless it is in writing and signed by both parties.

I also understand that an agreement made by designated Company Leadership personnel of OOS is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

I understand, if requested by OOS, I must repay the company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I 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.

I further understand the Company reserves the right to modify the policies and benefits in the Handbook at any time without notice.

My signature below acknowledges that I have received the Handbook and understand it is my responsibility to read and comply with all policies contained in this Handbook, including state specific addendums (if any), and any revisions made to it.

Employee Signature: _____

Date: _____

Print Name: _____

Insperity Employee ID Number: _____

Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgment should be sent to Insperity.