

**SHASTA-TRINITY SCHOOLS INSURANCE GROUP
JOINT POWERS AUTHORITY**

EMPLOYEE HANDBOOK

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SHASTA-TRINITY SCHOOLS INSURANCE GROUP JOINT POWERS AUTHORITY

EMPLOYEE HANDBOOK

1. INTRODUCTION

This employee handbook is designed to present the policies that are most likely to affect you as an employee of the Shasta-Trinity Schools Insurance Group Joint Powers Authority (STSIG). These policies apply to all employees unless they have a separate written employment agreement with STSIG that specifies to the contrary. Employees should understand that this handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of STSIG, the STSIG Board of Directors, or STSIG management.

The Board of Directors of STSIG may add to, modify, or delete provisions of this handbook at any time. Any such amendment will be distributed to employees in writing, signed by the Board Chair and by the Executive Director ("Executive Director"). The Executive Director is authorized to implement all provisions of this handbook, except those in which such authority is explicitly reserved to the STSIG Board of Directors ("the Board").

2. AT-WILL EMPLOYMENT

Unless otherwise provided for by statute, written individual contract or collective-bargaining agreement approved by the Board and signed by the Board's Chair and the Executive Director, all employment at STSIG is "at-will." STSIG employees have no property interest in their jobs, no right to or expectation of continued employment, and may be dismissed for any lawful reason, or no reason. This means that both employees and STSIG have the right to terminate employment at any time, with or without advance notice, and with or without cause. Also, STSIG may demote or discipline employees, or alter the terms of employment at any time, with or without cause, at STSIG's sole discretion.

Only the Board has the authority to alter this arrangement, to enter into any agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing and must be approved by the Board of Directors and signed by the Board's Chair, the Executive Director, and the affected employee.

3. CATEGORIES OF EMPLOYMENT

STSIG employees may be either full- or part-time. Full-time employees are persons who are regularly scheduled to work 40 hours per week. Part-time employees are persons who are regularly scheduled to work fewer than 40 hours per week.

STSIG occasionally hires temporary employees. Temporary employees are persons employed for short-term assignments, and may be full- or part-time. Temporary employees shall not work for STSIG for more than (1) six continuous months, or (2) 1,000 hours during the fiscal year (or, if employed on a per diem basis, 125 days). Temporary employees are not eligible for benefits, except as mandated by law.

Exempt employees include all employees who are classified as exempt from the overtime provisions of applicable wage and hour law. Nonexempt employees include all employees who are covered by the overtime provisions of applicable wage and hour law.

4. STANDARDS OF CONDUCT DURING EMPLOYMENT

A. General

All employees are expected to observe certain standards of job performance and good conduct. The rules set forth below are intended to provide employees with fair notice of what is expected of them. Violation of these rules may result in disciplinary action, up to and including termination of employment. STSIG reserves the right to proceed directly to any disciplinary action, without resort to prior disciplinary steps, when STSIG deems such action appropriate. These rules cannot and do not identify every type of unacceptable conduct or performance. Conduct not specifically listed below, which adversely affects or is otherwise detrimental to the interests of STSIG, or other employees, may also result in disciplinary action. The Executive Director may take disciplinary action deemed appropriate in light of the particular facts and circumstances involved, including demotion or discharge. The Executive Director may also propose, or participate in, fact-finding or mediation conducted by a neutral third party whenever he or she determines that it would be in the best interest of STSIG to do so.

The at-will status of STSIG employees is not altered by this notice, i.e., STSIG has the right to terminate employment at any time, with or without advance notice, and with or without cause.

B. Job Performance

Employees may be disciplined for poor job performance, including but not limited to the following:

- (1) Unsatisfactory work or production;
- (2) Unacceptable workplace demeanor, including interfering with the work performance of others;
- (3) Excessive absenteeism, tardiness or inattentiveness to job responsibilities;
- (4) Failure to follow instructions or STSIG policies or procedures, including STSIG's policies prohibiting discrimination, harassment, and retaliation ; or
- (5) Failure to follow established safety regulations.

C. Misconduct

Employees may also be disciplined for misconduct, including but not limited to the following:

- (1) Insubordination;

- (2) Theft;
- (3) Dishonesty;
- (4) Violating STSIG's Conflict of Interest Code;
- (5) Falsifying or altering STSIG records, including misrepresentations in an application for employment;
- (6) Violating rules, regulations or policies set forth in this handbook, including STSIG's policies prohibiting discrimination, harassment, and retaliation; or
- (7) Conviction of a crime that indicates unfitness for work or the possibility of a threat to the safety of STSIG employees, customers or property.

5. DRESS AND GROOMING STANDARDS

STSIG considers the presentation of the STSIG image to the various entities it works with, its members, and the public at large to be important. STSIG seeks not only good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. While STSIG has no formal dress code, it is expected that all employees dress in a manner consistent with good hygiene, safety, and good taste. Employees whose jobs require them to come in contact with the Board, other agencies' personnel, suppliers, or the public are expected to wear apparel that STSIG considers appropriate for dealing with the public.

6. PERFORMANCE REVIEW

It is STSIG's goal that employees receive an annual written performance review within the last six weeks of each fiscal year. More frequent performance evaluations may be conducted at any time. The Executive Director conducts the review and evaluation of all STSIG employees. The Executive Committee of the Board of Directors reviews and evaluates the Executive Director's performance.

The purposes of performance reviews are: (1) to formally track progress toward completion of agreed-upon work plans; (2) to formally discuss issues contributing positively or negatively to the work setting or performance; (3) to acknowledge and formally recognize positive performance; (4) to notify the employee of performance deficiencies; and (5) to identify and implement any changes to the employee's work plan directed toward additional growth opportunities, clarity of expectations, or improved performance. Work plans may contain both items for action by the employee and items for action by the reviewer. Employees are given an opportunity to propose their own goals and objectives, which will be discussed with the reviewer and modified as necessary. Performance will be measured in terms of timely completion or progress toward completion of agreed-upon work plans, other contributions to STSIG's objectives, quality of work, and general work habits.

7. WORK HOURS

A. Regular Hours

Regular office hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Employees are generally expected to be at work during these hours except for lunch breaks, assignments away from the office, or arranged absences. The Executive Director reserves the right to modify employees' work schedules.

B. Overtime

Non-exempt employees shall be compensated for all hours worked in excess of 8 straight-time hours in one workday or 40 hours per week unless an alternative schedule consistent with State and Federal Wage and Hour Law is approved by the Executive Director. Overtime pay is computed on the basis of 1.5 hours for every hour of overtime worked and may be taken as pay or as compensatory time off, provided that compensatory time off is taken within the same payroll period as it is earned. In addition, non-exempt employees shall be compensated at a rate of double the employee's regular rate of pay for all hours worked in excess of twelve (12) in one workday.

Exempt employees shall not be eligible for overtime pay or compensatory time off unless such provisions have been incorporated in an employment contract.

C. Time Cards

All non-exempt personnel are required to complete an accurate time card of hours worked, which must be approved by the Executive Director, or his/her designee. The time cards shall show actual hours worked, and exact starting and stopping times.

D. Meal and Rest Periods

This policy applies to all non-exempt employees.

Meal Periods

First Meal Period. Employees who are scheduled to work, or do work, more than five (5) hours are entitled to and expected to take an unpaid, off-duty meal period of at least 30 minutes. Meal periods must begin no later than the end of the fifth (5th) hour of an employee's work period.

- Waiver: If an employee is scheduled to work, or does work, more than five (5) hours but less than six (6) hours, he or she may waive the meal period. Such waiver is normally expected to be done in writing and in advance of the meal period.

Second Meal Period. A second meal period is required after ten (10) hours of work. The second meal period must begin no later than the end of the tenth (10th) hour of work.

- Waiver: If an employee is scheduled to work no more than twelve (12) hours, he or she may waive the second meal period in writing and in advance of the meal period, but only if the first meal period was not waived.

Employees will be relieved of all duties for the full 30 minute meal period(s) and are free to leave the premises during their meal period(s). The failure to take the full 30 minute off-duty meal periods is a violation of STSIG policy, unless the employee: (1) acknowledges on his/her time sheet that the full meal period(s) was provided, but that the employee voluntarily, and without any coercion, elected not to take the full meal period(s); (2) submits a written waiver of a meal period in accordance with the above; and/or (3) records on his/her time sheet that he/she was not permitted the opportunity to take a meal period(s).

Rest Periods

Nonexempt employees are also expected to take a 10-minute paid rest period for every four hours of work, or major portion thereof, as follows:

- Shifts from 3.5 to 6 hours, 1 ten minute break
- Shifts from 6 to 10 hours, 2 ten minute breaks
- Shifts from 10 to 14 hours, 3 ten minute breaks, etc.

The failure to take a rest period is a violation of STSIG policy, unless the employee acknowledges on his/her time sheet that the full rest period(s) was provided, but that the employee voluntarily, and without any coercion, elected not to take the full rest period(s) or records on his/her time sheet that he/she was not permitted the opportunity to take a rest period(s).

Expectations And Requirements Regarding Meal and Rest Periods

You are entitled to and expected to take the meal and rest breaks described above as a matter of law. No supervisor or other employee may request or require that you waive or skip your meal and/or rest period(s) or take a shorter meal or rest period. Employees must be relieved of all duties during their meal and rest periods. If for any reason you are not permitted to or are not provided the opportunity to take your meal and/or rest period(s), you must immediately report the missed meal and/or rest period to the Executive Director. Likewise, you must report the missed meal and/or rest period on your time sheet so that any required premium can be included in your pay. If an employee is regularly reporting missed meal and/or rest period(s), the Executive Director may investigate the reasons why the employee is not taking the meal and/or rest period(s) to which he/she is entitled.

You should feel free to raise any concerns regarding this policy or any violations without fear of any retaliation. Retaliation for reporting that you were not permitted to or not provided the opportunity to take your meal and/or rest period(s) is strictly prohibited. Any report of retaliation will be promptly and thoroughly investigated in accordance with the STSIG's investigation procedures. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

8. PAY PERIOD

Non-exempt employees are paid on the 15th and final day of each month. Exempt employees are paid monthly, on the last day of the month.

If a payday falls on a holiday or weekend, paychecks will be issued on the preceding workday. Salary advances are issued only in situations in which an employee will be on paid vacation on a particular payday and prior approval for the advance has been received. Employees have the option of receiving a check or direct deposit, or a combination of the two.

9. HOLIDAYS AND VACATION LEAVE

Holidays and vacation leave benefits described in this section apply to both full-time and part-time employees. Part-time employees accrue vacation and leave benefits on a pro-rata basis.

A. Holidays

STSIG employees are entitled to twelve (12) paid holidays per year. Those recognized holidays are as follows:

- | | |
|-----------------------------------------------------------------|------------------------------------------------------------------|
| New Year’s Day (January 1) | Columbus Day (may be substituted for the day after Thanksgiving) |
| New Year's Eve (may be substituted for Good Friday) | Veterans’ Day |
| Martin Luther King, Jr. Day (3 rd Monday in January) | Thanksgiving Day |
| Presidents’ Day | Christmas Eve |
| Memorial Day | Christmas Day |
| Fourth of July | |
| Labor Day | |

B. Vacation

STSIG provides paid vacation benefits ("Vacation Leave") to employees to enable them to take paid time off for rest and relaxation. STSIG believes this time is valuable for employees in order to enhance their productivity and to make their work experience with STSIG personally satisfying.

Employees are eligible to accrue Vacation Leave based on their length of continuous service, measured from their date of hire by STSIG.

Employees shall accrue Vacation Leave based on years of employment as follows:

Years of Service	Vacation Leave Accrual Rate (Days/Year)
1 through 2	10 days
3 through 5	15 days
Over 5	20 days

Years of Service	Vacation Leave Accrual Rate (Days/Year)
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Part-time employees accrue Vacation Leave according to the above schedule on a pro-rata basis. Temporary employees do not accrue vacation benefits.

The maximum balance of unused Vacation Leave is 200 hours (25 days). Employees may carry the balance of their accrued vacation time from year-to-year, subject to the 200 hours accrual cap. Once an employee has accrued 200 hours of Vacation Leave, no further Vacation Leave is earned until the balance accrued is reduced below 200 hours through use of Vacation Leave.

Employees do not accrue vacation during an unpaid leave of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

On termination of employment, employees are paid all accrued but unused vacation through their last day worked at their base rate of pay at the time of termination.

All vacations must be approved in advance by the Executive Director. Employees should submit their vacation requests to the Executive Director at least two weeks prior to the commencement of a vacation period.

10. PREGNANCY DISABILITY LEAVE

Any employee who is disabled on account of pregnancy, childbirth or related conditions may take a pregnancy-related disability unpaid leave for the period for actual disability, up to four (4) months. Duration of the leave will be determined by the advice of the employee's physician. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and prenatal care. Leave does not need to be taken in one (1) continuous period of time and may be taken intermittently, as medically necessary. Leave may be taken in increments of one (1) hour.

Employees who need to take pregnancy disability leave must provide written notice sufficient to notify STSIG that the employee needs to take a pregnancy disability leave. The written notice should include the anticipated timing and duration of the leave. If the need for the leave is foreseeable, employees must provide at least thirty (30) days advance notice before the pregnancy disability leave is to begin. Employees must consult with the Executive Director regarding the scheduling of any planned medical treatment so as to minimize disruption to STSIG's operation. Any such scheduling is subject to the approval of the employee's health care provider. If thirty (30) days advance notice is not possible, notice must be given as soon as practical.

Pregnancy disability leave is unpaid. Pregnancy leave usually will begin when ordered by the employee's health care provider. The employee must provide STSIG with a certification from her health care provider. The certification(s) indicating disability should include the date on which the employee became disabled due to pregnancy, the probable duration of the period(s) of disability, and a statement that, due to the disability, the employee is unable to perform one (1) or

more of the essential functions of her position without undue risk to herself, the successful completion of the pregnancy, or to other persons. The employee's health care provider must release the employee to return to work.

An employee returning from a pregnancy disability leave will be returned to the same or comparable position, consistent with applicable law, but the employee has no greater right to reinstatement to the same position during the pregnancy leave period.

11. SICK LEAVE

STSIG provides income continuation ("Sick Leave") to employees in the event of a personal illness, illness of a child, parent, spouse, domestic partner, parent of a spouse or domestic partner, dependent or foster relative living in the employee's home.

Employees accrue paid sick leave at the rate of one (1) day of sick leave per month worked. There is no limit on the amount of Sick Leave that may be accrued, but it may not be used in advance of accrual. Employees may carry the balance of their accrued sick leave from year-to-year. Unused Sick Leave is not reimbursed at termination of employment.

Use of Sick Leave by part-time employees is subject to the same provisions as for full-time employees, except that Sick Leave may only be used in connection with the part-time employee's scheduled work days.

Any absences to be charged to Sick Leave must be reported to the Executive Director, or his/her designee, as early as possible on the first day of absence.

Employees who use all of their available Sick Leave time must use available vacation time for additional time off, or take leave without pay.

12. BEREAVEMENT LEAVE

Employees who have experienced the loss of a loved one are eligible for paid leave per occurrence, as follows:

- | | |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loss of an immediate family member: | 24 hours (3 workdays). If travel out of state or more than 200 miles one way is required, an employee shall be entitled to a maximum of two (2) additional days paid Bereavement Leave. |
| Loss of other family relative: | 8 hours (1 workday) |

Immediate family is defined as the employee's spouse, domestic partner, children, parents, grandparents, parents of spouse or domestic partner, brother or sister, and dependents or foster relatives living in the employee's home.

13. JURY DUTY/WITNESS DUTY LEAVE

An employee who is required by law to serve on jury duty or is subpoenaed as a witness to appear before a court, public body or commission will be given time off from work.

While serving in such a capacity, a full-time employee will be paid his/her regular salary and will accrue other benefits as if on the job. Paid time off for jury or witness duty is limited to a maximum of 15 working days in one year, unless the employee chooses to use earned vacation leave. Thereafter, such leave shall be without pay.

An employee who has been summoned must notify his/her supervisor immediately so that arrangements can be made for coverage of the employee's assignments during his/her absence. Any payments to the employee for his/her jury service (other than mileage reimbursement) while on paid Jury/Witness Duty Leave must be endorsed over to STSIG and will constitute proof of jury/witness service. If the employee is on unpaid leave or using Vacation Leave to complete a jury/witness service commitment, any payments received for such period do not have to be paid to STSIG.

The provision of paid time off for jury/witness duty does not apply to court appearances in which the employee is a party.

14. OTHER LEAVES REQUIRED BY LAW

Eligible employees will be granted other leaves of absence as required by law for the purpose of fulfilling any required legal or military obligation or any other legally required time off (e.g., time off to vote in a statewide election, for a parent to appear at certain school activities, etc.). Employees must provide reasonable advance written notice of any need for such leave. Such leave will be unpaid for non-exempt employees and for exempt employees who perform no work in a particular workweek. Employees on military leave of absence may use accrued vacation time in lieu of unpaid leave for all or a portion of the leave of absence.

15. INSURANCE BENEFITS

STSIG maintains statutorily required workers' compensation insurance, and provides leaves of absence for industrial injuries as required by law. Employees injured on the job should contact the Executive Director, or his/her designee, who will provide the necessary forms and information concerning STSIG's workers' compensation insurance.

A. Workers' Compensation Insurance

All employees are covered by Workers' Compensation Insurance, the cost of which is fully paid by STSIG. This insurance provides certain benefits to employees who suffer an injury on the job. Any job-related injuries or illness, however minor, must be reported to the Executive Director, or his/her designee, immediately. You are required to give complete details of any such injury or illness in order that a complete report can be prepared. Forms for filing a Workers' Compensation claim can be obtained from the Executive Director or his/her designee.

16. DRUG-FREE WORKPLACE GUIDELINES

STSIG maintains a drug-free workplace in accordance with the provisions of the California Drug-Free Workplace Act of 1990 and the federal government's Drug-Free Workplace Act of 1988. These acts require local government recipients of grants to publish a statement prohibiting controlled substances in the workplace. To comply with these acts, and to reflect STSIG's position on alcohol and drug problems, the following guidelines have been established. These guidelines are intended to deter informal practices that may exist in connection with alcohol and drug problems, especially those that lead to the cover-up and protection of the abuser. For purposes of these guidelines, an alcohol or drug problem exists when consumption of, or use of, alcohol or drugs interferes with job performance and/or attendance.

While STSIG has no intention of intruding into the private lives of its employees, involvement with alcohol and drugs on and off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public. Moreover, substance abuse in the workplace can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, and behavior that disrupts other employees.

In accepting employment, each employee certifies that they agree to abide fully by these guidelines and acknowledge that any violation may result in serious disciplinary action, up to and including the possibility of immediate termination.

- (1) No employee will illegally manufacture, distribute, dispense, possess or be under the influence of alcohol or drugs while at the workplace. Discipline may be imposed for violations of these guidelines, including termination. Prescription medication and over-the-counter medication taken in connection with a medical condition of the employee, as directed, are excluded from these guidelines. However, the employee shall notify STSIG in the event such medication has an effect on the employee's performance. STSIG officials receiving such drug use information must keep it confidential, as contemplated by both state privacy laws and these guidelines.
- (2) Any employee convicted for violating any state or federal criminal drug law for an action committed in the workplace must notify STSIG within five calendar days of the conviction. When required by federal law, STSIG will notify any federal agency with which it has grants or contracts, of any employee who has been convicted of violations of federal drug statutes, if the violations occurred in the workplace.
- (3) It is the responsibility of each employee to adhere to these guidelines. Employees who think they may have an alcohol or drug use problem are urged to voluntarily seek confidential assistance from their personal medical insurance plan or substance abuse treatment program.

- (4) It is the responsibility of management/supervisory staff to notice changes in work behaviors and patterns that adversely affect job performance. Management/supervisors are not to attempt to diagnose alcohol or drug problems but are to document, in written form, work-related incidents. (e.g., attendance or safety). Nothing in these guidelines changes the at-will status of STSIG employees, or limits STSIG's ability to discipline or dismiss an employee in appropriate circumstances.
- (5) Information and records of employees with an alcohol or drug problem will be preserved in the same manner as all other confidential records.
- (6) The social stigma often associated with alcohol and drug problems is inappropriate and is an impediment to effective treatment. STSIG expects that these guidelines will encourage self-referral of employees who suspect that they may have an alcohol or drug problem.

The foregoing constitutes STSIG's ongoing drug-free awareness program.

17. PERSONNEL RECORDS AND MEDICAL RECORDS

The Executive Director shall maintain personnel files for all current employees as provided by law. They shall be maintained at STSIG's central office. All personnel files are confidential and shall be available only to the employee, persons authorized by the employee, STSIG's legal counsel, and persons authorized by the Executive Director. The Executive Director shall determine the types of information to be included in a personnel file. The Executive Director, or his/her designee, shall process all material to be placed in a personnel file (i.e., make sure designated documents are placed in personnel file).

Employees wishing to inspect their personnel files shall contact the Executive Director. Requests for copies of material in a personnel file must be made in writing.

Access to personnel files shall be strictly controlled by the Executive Director:

- They shall be reviewed in the office where the files are maintained unless otherwise approved in writing by the Executive Director;
- Nothing may be removed from personnel files without the written approval of the Executive Director; however, employees may make copies of the documents in their files which contain their signature.
- They shall be reviewed and replaced within the shortest time possible; and
- Other than the Executive Director, and STSIG's legal counsel, only management personnel with a "need to know" may, with the Executive Director's authorization, review an employee's personnel file.

Medical information received from a provider of an employee's health care, and information obtained in a medical examination conducted on STSIG's behalf, shall be kept in a file separate from other personnel files and treated as a confidential medical record.

Notwithstanding STSIG's policies and efforts to maintain employee privacy, STSIG may be required to produce personnel and medical information to third parties pursuant to lawful subpoena, search warrant, court order, administrative process, or when otherwise specifically required by law. Nothing in this policy shall prohibit STSIG's lawful use of relevant information in a lawsuit, arbitration, grievance, or other proceeding to which STSIG and/or an employee are parties.

Employees should inform the Executive Director, or his/her designee, immediately whenever there are changes to personal data such as address, telephone number, persons to contact in case of an emergency, etc.

18. POLITICAL ACTIVITIES OF EMPLOYEES

STSIG respects the right of its employees to engage in political activities on their own time. But when engaging in political activities, employees shall make it clear that they are acting as individuals and not as representatives of STSIG.

STSIG employees shall not:

- Conduct political activities during duty hours;
- Solicit campaign support or contributions during duty hours; or
- Use STSIG equipment for the production or reproduction of campaign materials.

19. OTHER EMPLOYMENT

Employees may receive compensation for outside activities as long as such activities are not inconsistent, incompatible, in conflict with, or hostile to the employee's duties or to the duties, functions and responsibilities of STSIG.

Outside paid activities are incompatible with STSIG employment if they require time periods that interfere with the proper, efficient discharge of the employee's duties, if they entail compensation from an outside source for activities that are part of the employee's regular duties, or if they involve using for private gain STSIG's name, prestige, time, facilities, equipment or supplies.

20. EQUAL EMPLOYMENT OPPORTUNITY

STSIG is committed to non-discriminatory practices in employment. Employees and job applicants shall not be discriminated against on the basis of race, color, religious creed, national origin, ancestry, age, sex, marital status, actual or perceived sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition, veteran status, family care or medical leave status, genetic information or any other basis protected by federal or state law.

This policy applies to all areas of employment, including recruitment, hiring, training, transfer, promotion, compensation and benefits.

21. ACCOMMODATING PERSONS WITH DISABILITIES

Physically or mentally disabled employees or applicants may request reasonable accommodation. Upon receiving a request to reasonably accommodate the physical or mental disability of a STSIG employee or qualified job applicant, the Executive Director, or his/her designee, shall:

- (1) Determine the essential functions of the job;
- (2) Consult with the employee or applicant to determine the precise limitations, if any, and how they may be mitigated;
- (3) With the employee or applicant's help, review the request for accommodation, identify potential means for providing accommodation, and assess their effectiveness; and
- (4) If possible, develop a plan for the accommodation that would satisfy the employee or applicant's concerns without imposing undue hardship on STSIG.

22. POLICY AGAINST HARASSMENT

STSIG is committed to providing a workplace free of harassment based on such factors as race, color, religious creed, national origin, ancestry, age, sex, marital status, actual or perceived sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition, veteran status, and family care or medical leave status, genetic information or any other basis protected by federal or state law. STSIG will not tolerate harassment of employees by officers, supervisors, or co-workers.

Harassment includes conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassment can take many forms and includes, but is not limited to, impeding another's movement or otherwise physically interfering with normal work, assault, making slurs, jokes, gestures, pictures, drawings, or cartoons based upon an employee's race, color, religious creed, national origin, ancestry, age, sex, marital status, actual or perceived sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition, veteran status, family care or medical leave status or genetic information.

Sexually harassing conduct includes all of the above, as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, and conversation containing sexual comments. Sexually harassing conduct can be by a person of either the same or opposite sex.

Any incident of harassment should be reported promptly to the Executive Director, who will be responsible for investigating the matter either directly or through a designee. An employee is not required to complain first to the Executive Director if that person is the individual who is harassing the employee. Instead, the employee may report the harassment to the STSIG Board President.

Every reported complaint of harassment will be investigated thoroughly, promptly, and in accordance with STSIG's Complaint Procedure. If a violation of this policy is found to have occurred, STSIG will discipline the offender. Discipline can range from a warning up to and including termination, depending on the circumstances.

23. POLICY AGAINST RETALIATION

STSIG prohibits illegal retaliation. "Retaliation" means an adverse employment action (which for this section may include hiring and promotion decisions) because an employee has made a complaint or charge of discrimination or harassment, has participated in an investigation of such a complaint or charge, has filed a charge with state or federal authorities, or has engaged in some similar protected activity. Retaliation by any employee or supervisor against any employee (or job applicant) who makes a complaint or charge, or any employee or applicant who participates in the investigation of a complaint of harassment will not be tolerated.

24. COMPLAINT PROCEDURES

STSIG has established these Complaint Procedures for internal resolution of employees' work-related complaints, including complaints of discrimination, harassment and/or retaliation.

A. Filing of Complaint

Employees should file complaints with the Executive Director as soon as possible after the events that give rise to the employee's work-related concerns. If the Executive Director is absent or otherwise unavailable, or if the complaint is about the Executive Director, employees should file complaints the STSIG Board President. The complaint may be either oral or written, but should not be transmitted via e-mail. It should set forth in detail the facts involved in the employee's complaint.

B. Investigation

The Executive Director will date and log all complaints and will send the employee an acknowledgment that the complaint is under review.

The Executive Director (or designee) will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. STSIG will attempt to treat all internal complaints and their investigation as confidential. However, in the course of investigating and resolving internal complaints, some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the Executive Director will orally report the findings and conclusions to the employee who filed the complaint.

C. No Retaliation

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized because of the complaint, regardless of whether or not the complaint is sustained. If an employee believes that he or she is being retaliated against for making a complaint, the employee should immediately notify the Executive Director, or the STSIG Board President.

25. WORKPLACE VIOLENCE

STSIG is committed to providing a workplace that is free from acts or threats of violence. This includes actual or threatened violence against co-workers, visitors, or any other persons who are either on STSIG premises or have contact with employees in the course of their duties. Employees who engage in or contribute to violent behavior, or who threaten others with violence, may be subject to disciplinary action, up to and including termination.

Threatening behavior includes (1) uninvited touching or other attempts to intimidate, instill fear, or harass other individuals, (2) verbal or written threats to harm another individual or harm property, (3) threatening gestures, (4) throwing objects, and (5) bringing weapons or firearms of any kind on STSIG premises or while conducting STSIG business.

Every verbal or physical threat of violence must be treated seriously and reported immediately to the Executive Director. If the Executive Director is absent or otherwise unavailable, employees should report the threat to the STSIG Board President.

26. OPEN-DOOR POLICY

STSIG has an open-door policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with the Executive Director. STSIG believes that employees' concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise their concerns as soon as possible after the events that cause the concern. STSIG will attempt to keep all such expressions of concern and the results of any investigation confidential. But in the course of investigating the matter, some dissemination of information to others (including the STSIG Board President) may be necessary or appropriate.

27. TECHNOLOGY USE AND PRIVACY

STSIG provides various technology resources to employees in order to help them perform their job at STSIG. Failure to follow STSIG's policies regarding its technology resources may lead to disciplinary action, up to and including termination of employment. Moreover, STSIG may advise appropriate legal authorities of any violation of law by an employee.

A. Definition of Technology Resources

Technology resources are all electronic devices, software, and means of electronic communication including, but not limited to, personal computers and workstations, laptop

computers, personal digital assistants, computer hardware such as disk drives and tape drives, peripheral equipment such as printers, modems, fax machines, and copiers, computer software applications and associated files and data, including software that grants access to external services, such as the Internet, electronic mail, telephones, cellular phones, pagers, and voicemail systems.

B. Using STSIG's Technology Resources

STSIG's technology resources are provided for the purpose of conducting STSIG business. Employees may, however, use STSIG's technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, does not conflict with STSIG's business, and does not violate any policy of STSIG:

- Employees may send and receive necessary and occasional personal communications, so long as personal communications do not include STSIG logos or references to STSIG;
- Employees may prepare and store incidental personal data (e.g., personal calendars, personal address lists, and similar incidental personal data);
- Employees may use the telephone system for brief and necessary personal calls that are chargeable as "local" calls to STSIG; and
- Employees may access the Internet for brief personal searches and inquiries, so long as such use does not interfere with the performance of their duties and provided that employees adhere to all other usage policies.

STSIG accepts no responsibility for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on STSIG's technology resources. STSIG accepts no responsibility for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on STSIG property. STSIG strongly discourages employees from storing personal data on STSIG's technology resources.

C. Examples of Prohibited Uses of STSIG's Technology Resources

Employees often use electronic mail for correspondence that is less formal than written memoranda. However, employees must not let informality lead to improper use. As set forth more fully in other sections of this handbook, STSIG does not tolerate discrimination or harassment based on race, color, religion, national origin, sex, actual or perceived sexual orientation, gender identity, genetic information or any other status protected by state and federal laws. Employees are prohibited from using STSIG's technology resources to transmit, receive, or store any information that is discriminatory or harassing in any way (such as, for example, sexually explicit or racial messages, jokes, cartoons, or Internet links).

Employees are also prohibited from using the technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

Finally, employees may not use any of STSIG's technology resources for any illegal purpose, in violation of any STSIG policy, in a manner contrary to the best interests of STSIG, in any way that discloses confidential or proprietary information of STSIG or third parties, that is defamatory of any person or for personal or pecuniary gain.

D. No Expectation of Personal Privacy in Technology Resources

All messages sent and received, including personal messages, and all data and information stored on STSIG's electronic-mail system, voicemail system, or computer systems are STSIG's property, regardless of the content of the messages. STSIG may monitor, access or inspect all of its technology resources, including its computers, personal digital assistants, voicemail, and electronic mail systems, at any time, in its sole discretion. This includes reviewing an employee's personal use of STSIG's technology resources. This is the case even if the technology resources can be accessed only by entering a password, because passwords are intended only to prevent unauthorized access to information and do not confer any right of privacy on any employee. Employees are expected to maintain their passwords as confidential, and must not share passwords or access coworkers' systems without express authorization from the Executive Director, or his/her designee.

Deleting or erasing information, documents, or messages maintained on STSIG's technology resources is often ineffective. All employees should understand that any information kept on STSIG's technology resources may be recalled electronically or recreated, regardless of whether it may have been "deleted" or "erased" by an employee. Because STSIG may periodically back-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK
AND TERMS OF EMPLOYMENT**

I acknowledge that I have received a copy of SHASTA-TRINITY SCHOOLS INSURANCE GROUP'S Employee Handbook as amended through April 2015. I understand that I am responsible for reading the handbook and for complying with the policies set forth in the handbook. I understand that the policies contained in the handbook are not intended to create any contractual rights or obligations, express or implied, and that STSIG has the right to delete, amend, or interpret any of the provisions of the handbook at any time, and to add new provisions with or without notice. I also understand that if I have any questions regarding STSIG's policies or procedures, I should consult with the Executive Director, or his/her designee.

I understand that my employment relationship with STSIG is "at-will," which means that both STSIG and I have the right to terminate employment at any time, with or without advance notice, and with or without cause. I also understand that the terms of my employment may be altered at any time, with or without cause, at the discretion of STSIG.

Employee Signature: _____

Employee's Printed Name: _____

Date: _____