



LAKEMARY  
CENTER

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## EMPLOYEE HANDBOOK

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## Welcome To Lakemary Center

*“How do we change the world? One random act of kindness at a time.” - Morgan Freeman*

Lakemary has a rich 55-year history serving adults and children with intellectual and developmental disabilities. We are here because the Ursuline Sisters were forward thinking enough to know that children with special needs needed a safe place to learn and grow. They truly were pioneers in the world of special education and their vision continues today in the work we each do at Lakemary Center.

This employee handbook is intended to provide you with the information that you need to have a long and successful career with us. As you read through, please take a moment to read about the culture that defines who we are and where we want to go in the future.

We are proud of who we are as a community. We are committed to supporting one another as a team in upholding the mission and vision of our organization. Our mission is simple: “Empowering children and adults with intellectual and developmental disabilities to achieve their individual potential.”

How we meet the goals of our mission is up to each of us as employees of Lakemary. Many of our employees have been here 10, 20, 30, and even 40 years because they know the importance of the work that we do and how it impacts hundreds of people each year. Building a positive, supportive, and encouraging culture is the #1 thing that we can do for one another as well as the people that we support.

Think about what you can do to make a difference and what random act of kindness you can do for another employee or the people that we support. It only takes one from each of us to make a BIG DIFFERENCE in the lives of everyone at Lakemary Center!

If you have any questions, please feel free to reach out to our Employee Relations department or your supervisor. We are so happy that you are here, and we hope you will continue to be a big part of the difference we are making in the lives of the people we support!

Warmly,



Teddi Hernandez

## Our Mission

*Empowering children and adults with intellectual and developmental disabilities to achieve their individual potential.*

## Our Vision and Values

Creating a world of inclusion and acceptance for people with intellectual and developmental disabilities by implementing the following core values:

- **Community** – Strive to better the Lakemary community.
- **Adapt** – Remain flexible by being open to new ideas and ways of doing things.
- **Respect** – Remain open and receptive to the input of others.
- **Empower** – Maintain a strengths-based perspective. Focus on abilities.
- **Support** – Give people the tools to succeed.

## Purpose of This Handbook

This Handbook is designed to acquaint you with Lakemary Center, Inc., (“LMC”) and provide a reference for many of your questions regarding your employment with us. The guidelines and procedures contained in this manual are one more step to achieving our goal to continually improve the quality of service to people supported at LMC.

The contents of this Handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. Employees are responsible for knowing and understanding the information in this Handbook. A complete set of Board policies is available on the Lakemary Center website ([www.lakemary.org](http://www.lakemary.org)) or in the CEO/President’s office.

LMC retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this Handbook, this Handbook should not be construed as creating any kind of employment contract.

All reference materials referred to in this Handbook can be found on LMC’s website ([www.lakemary.org](http://www.lakemary.org)) in the employe portal.

As provided in the Employee Acknowledgment and Agreement, employment at LMC is at-will and may be terminated by either LMC or the employee, with or without cause or prior notice. This Handbook supersedes any and all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the CEO/President of LMC.

## Compliance with Applicable Laws

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

wording of this Handbook and applicable law, the law takes precedence and the language in question will be interpreted and applied in a way that conforms to the law.

## **Let's Communicate**

### **Employee Relations Philosophy**

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

### **If You Have a Question or Concern**

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

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

If you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact Employee Relations. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the Corporate Compliance Officer.

If you have an issue or concern regarding another LMC employee and you wish to speak to Employee Relations, LMC encourages you to fill out a grievance form and submit it to Employee Relations for further investigation. After submitting your form, Employee Relations will reach out to you for further discourse and/or information. The grievance form can be found on LMC's website on the employee portal.

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

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



## **What You Can Expect From Us**

### **Orientation**

All new employees are required to attend New Employee Orientation (NEO) on their first day of employment. Returning employees must also take NEO on their first day of return employment and should follow up with their supervisor for additional program training requirements.

### **Introductory Period**

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

During the introductory period, you may not be eligible for certain LMC benefits.

LMC may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to satisfactorily complete job requirements. If your introductory period is extended, it must be approved by Employee Relations, and you will be notified of the extension.

### **Equal Employment Opportunity Policy**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion (including religious dress and grooming practices), color, sex, gender identity and expression, sexual orientation, national origin, citizenship status, uniform service member status, pregnancy (including childbirth, breast feeding, and related medical conditions), age (40 and over), genetic information, disability (mental and physical), ancestry, or any other protected status in accordance with all applicable federal, state, and local laws. Please see our legal postings for additional information and a full list of federal, state, and locally protected categories.

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

If you believe that you have been treated in a manner not in accordance with these policies, please notify LMC immediately by speaking to Employee Relations. You are encouraged to utilize this procedure without fear of retaliation.

## **Job Descriptions**

The Employee Relations department maintains job descriptions. Job descriptions are accessible to all employees and are located on the “G” drive under “Reviews” – “Job Descriptions” - then open the folder for the program area to find specific job descriptions.

## **Reasonable Accommodations**

To assist our employees with a mental or physical disability, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition (including, but not limited to, breastfeeding), we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Per LMC’s protocol, we may modify job duties to comply with medical requirements or restrictions including assigning light duty where appropriate. Where applicable, leave taken under this policy may run concurrently with any similar leave permitted by law, such as the federal Family and Medical Leave Act, or any other leave permitted by law.

Depending upon the specific facts and circumstances of each situation, an accommodation may include modification of work hours; schedule changes; more frequent or longer break periods, such as bathroom breaks; providing a clean space other than a bathroom for expressing milk; modifying LMC food or drink policies; seating accommodations; limits on lifting; relocation of work areas; making existing facilities readily accessible and usable; providing mechanical or electrical aids; transfer to a less strenuous or less hazardous position; appropriate adjustment or modifications of examinations, training materials or policies; allowing you to apply for a vacant position for which you are qualified; or granting leave. Similarly, we will make reasonable accommodations for religious beliefs and practices. Employees may utilize PTO or unpaid time-off to attend religious services or observe religious holidays. The employee should submit a request to their supervisor in advance, per departmental protocol, for review.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to LMC, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place them in such a position.

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

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

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

### **Light Duty**

LMC has a light duty program for employees who are injured on the job and require a light duty assignment, see Workers' Compensation section for more details.

In addition, LMC may have light duty assignments for employees who have restrictions that were not from a work related incident. All requests must be submitted to Employee Relations for review. Decisions will be based upon business needs at the time of the request as well as applicable law. Duration of the light duty assignment will also be based upon business needs at the time of the request, but generally will not exceed 90-days.

### **Service Animals**

For more information, please see procedure 3.1.9 "Pets on Premises" which can be found on LMC's website.

### **Wheelchairs and Other Accessibility Devices**

For more information, please see procedure 1.2.2 "Accessibility Policy" which can be found on LMC's website.

### **Lactation Accommodations**

LMC will provide a reasonable amount of duty-free break time to accommodate a female employee's need to express breast milk for their infant child, for up to one (1) year of age, except where state or local law requires a more extended period. The break time should, if possible, be taken concurrently with meal and/or rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and/or rest periods. Break times will only be paid when required by law.

LMC will provide a clean room or place (other than a restroom) in close proximity to the employee's work area. Consult Employee Relations with any questions regarding this policy.

### **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

LMC is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, LMC strictly prohibits all forms of unlawful discrimination and harassment, including on the basis of race, religion (including religious dress and grooming practices), color, sex, gender identity, sexual orientation, national origin, citizenship status, uniform service member status, pregnancy (including childbirth, breast

feeding, and related medical conditions), age (40 and over), genetic information, disability (mental and physical), ancestry or any other category protected by applicable federal, state, and local law.

LMC's commitment to an environment free of unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all vendors, contractors, sub-contractors, independent contractors, and other third-parties with whom we work (all of whom are designated for the terms of this policy as "Business Associates"). LMC prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as LMC's Business Associates.

Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. LMC likewise prohibits its Business Associates from harassing our employees.

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

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

- Unwanted sexual advances or flirtation;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance or anatomy, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender identity;
- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity; or

- Verbal abuse concerning an individual's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks regarding an individual's gender presentation.

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

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

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or Employee Relations.

Prohibition Against Retaliation: LMC is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of LMC regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with LMC regarding alleged unlawful activity;
- Providing notice to LMC regarding alleged unlawful activity;

- Assisting another employee who is engaged in any of these activities; or
- Exercising any other lawful right.

LMC is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices.

### **Romantic or Sexual Relationships with Other Employees**

LMC expects all employees to promote and ensure a professional atmosphere in all Lakemary environments. Due to the potential for disruption of this professional expectation caused by other relationships, LMC has implemented the following guidelines:

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

Questions and clarifications will be addressed by Employee Relations

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

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

- First, discuss any concern with your immediate supervisor.
- If you are not satisfied after you speak with your immediate supervisor or if you feel you cannot speak with your immediate supervisor, please discuss your concern with Employee Relations or the Corporate Compliance Officer. In addition, if you observe harassment by another employee, manager/supervisor, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to Employee Relations.

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

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

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any manager/supervisor who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

## **Timekeeping and Payroll Practices**

### **Employee Classification**

#### **Full-Time Employees**

Full-time employees are those normally scheduled to work at least thirty (30) hours per week, as determined by LMC in its sole discretion.

#### **Part-Time Employees**

Part-time employees are those normally scheduled to work fewer than thirty (30) hours per week, as determined by LMC in its sole discretion. In order to be eligible for part-time benefits the employee must work a minimum of 20 hours per week.

#### **PRN Employees**

A PRN employee is one who is not regularly scheduled for any shift and who works on an “as needed” basis, but at a minimum of one shift per month. Separation of employment will automatically occur for those employees who have not worked a minimum of one shift per month. A PRN employee cannot exceed 999 hours in a calendar year and should not do more than 24 hours a pay cycle.

#### **Seasonal Employees**

A seasonal employee is one who may work a full-time or part-time schedule for a limited period of time (i.e., summer help).

#### **Non-Exempt Employees**

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

#### **Exempt Employees**

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

An employee who changes status from part-time to full time will keep their service anniversary, but the employee’s full-time benefit eligibility will be the first day of the month following the change of status providing 90 days of employment have been completed. In the event 90-days of employment have not been completed an employee will become eligible for benefits the month following 90-days of employment.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult Employee Relations or the applicable benefit plan document.



## **Your Pay**

Our workweek starts at midnight on Thursday through 11:59:59 p.m. on Wednesday

We offer direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit and we encourage employees to enroll in our direct deposit program. During the on-boarding process, new employees will enter their direct deposit information into the Paycom system, which allows their first check to be directly deposited into their bank account. We issue direct deposits every other Friday. If the scheduled deposit falls on a weekend or holiday, deposits will generally be distributed on the preceding business day. A deposit statement will be available for the employee to view on the Paycom website/app each payday.

Upon termination of employment, an employee's last paycheck will generally be direct deposited and will include the employee's eligible unused PTO balance.

### **ReadyFunds Debit Card**

Employees who elect debit cards or do not elect direct deposit shall have all earnings directly deposited on the ReadyFunds Debit Card. In the event a debit card is misplaced, accidentally destroyed or lost, the employee must contact ReadyFunds at 877-323-9363 or [www.readyfunds.net](http://www.readyfunds.net). For employees who select the ReadyFunds debit card option, there will be a \$10 replacement fee to replace a ReadyFunds card regardless of the reason for replacement. This fee will be deducted from your next paycheck.

### **Payroll Deductions**

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

An overtime-exempt employee's pay will not be subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government. However, LMC may make deductions from employee salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Exempt employees may be subject to the following salary deductions, except where prohibited by law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability;
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences;
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted;
- Suspension of one or more full days for violations of safety rules of major significance;

- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against harassment and workplace violence;
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act.

LMC will not make deductions which are prohibited by the Fair Labor Standards Act or state laws from its exempt employees' pay. Where a policy in the Leaves of Absence section of the Handbook discusses unpaid leave, exempt employees will not have their weekly salary reduced unless it falls squarely within the list above.

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

LMC does not make loans or pay advances to employees.

### **Timekeeping Procedures**

All non-exempt employees are required to accurately record your hours of work through the use of LMC's Paycom Timekeeping System. This includes all hours worked for LMC, regardless of whether work is performed onsite or remotely. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked, as required by wage and hour laws.

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

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

If you fail to clock in or out, or if you enter incorrect information when clocking in or out, you must notify your supervisor immediately. You may notify your supervisor in writing or you may request a time clock correction using the Paycom app/website on your work desktop or your personal cell phone. Both employees and their manager/supervisor are responsible for timecards being correct and up-to-date. Failure to correct and/or notify your supervisor of missing/incorrect timecard submissions prior to the end of the pay period may result in disciplinary action. For instances in which PTO has not been properly submitted and your timecard does not reflect that your scheduled hours are being paid out, accrued PTO will be manually input by Payroll to bring your hours paid to what you are scheduled, not to exceed 40 hours per week.

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

### **Meal and Rest Periods**

Meal periods are to be assigned by the immediate supervisor. Designated meal times are non-paid uninterrupted time and non-exempt employees must clock out for their meal period. When a meal break is interrupted with work then it is to be paid. Employees should advise their supervisor if they are required to work during their meal break so that they can be compensated appropriately.

Some positions include meal periods as part of the regular work shift where employees eat while working in their designated program area. Employees in this circumstance are paid for the meal break.

Employees may be given one (1) fifteen (15) minute break every four scheduled work hours. Breaks are to be assigned by the immediate supervisor and are considered paid working time. Breaks shall be taken on LMC premises only. Assigned duties may preclude taking a break. Rest period cannot be combined, taken at the beginning or at the end of the work shift.

### **Your Work Schedule**

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

### **On-Call Pay**

Certain classifications have been identified as having on-call status. These classifications will receive a negotiated amount to be available to receive a work related call. On-call status does not require the employee to be stationary, but may require a certain response time to a work site. The amount will vary dependent upon the job classification. Some salaried employees in leadership positions may not be eligible to receive extra pay for on-call duties.

In addition, non-exempt employees who receive a call will receive their regular hourly rate for hours spent working; unless hours worked have exceeded 40 in a workweek, then the formula for calculating overtime will be used. The hourly rate will be calculated based on the length of the call but no less than in fifteen minute increments. Employee's whose call results in a call-back to work will be guaranteed a negotiated amount of call-back time. If the call-back time exceeds the guaranteed amount of time, then the employee will receive compensation based on the actual hours worked, which will be in compliance with all state and federal wage laws.

Contract employees who provide on-call support, will earn a negotiated hourly rate for calls received. The hourly rate will be paid in fifteen minute increments.

## **Overtime**

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

All hours worked in excess of forty (40) hours in a work week are overtime hours. For purposes of calculating overtime hours, only actual hours worked will be counted. Any type of time off (including paid time off) is not counted as hours worked for purposes of calculating overtime hours. If a state or a local jurisdiction requires overtime hours to be calculated in a different manner, we will comply with applicable law. Exempt employees are not subject to overtime pay.

## **Merit Bonus**

Employees who complete special projects or assignments may be eligible for a bonus. Bonuses are approved at the discretion of the Executive Team.

## **Wage Disclosure**

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

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

Nothing in this policy will be construed to permit an employee whose job responsibilities require or allow access to other employees' wage or salary information from disclosing that information, unless the person is under a legal obligation to furnish the information and/or has obtained written consent from the employee whose information is requested or sought. Additionally, LMC does not require an employee to disclose their wages in response to an inquiry by another employee.

## **LMC Benefits**

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

All information regarding insurance benefits can be found on Lakemary's website in the employee portal and can be obtained through Employee Relations.

### **Paid Holidays**

Each calendar year LMC will distribute a schedule of the year's observed holidays. However, LMC reserves the right to change or eliminate the holiday schedule with prior notice. The following are generally observed and paid LMC holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Upon hire, regular, full-time, non-exempt employees will receive these specific holidays off with pay any time they fall on a normally scheduled work-day for the employee. To be eligible for holiday pay, you must work your full last scheduled shift before the holiday and the first full scheduled shift after the holiday, unless you are taking an excused and pre-approved absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday. Employees who work on the actual holiday (as opposed to the "observed" holiday) will be paid a Holiday pay rate.

If a holiday falls during a time that an employee is using an approved PTO day, they will be paid for the holiday according to their regularly scheduled hours, up to a maximum of ten (10) hours per day and will not be charged for a PTO day. Employees on a leave of absence are ineligible for holiday pay unless they are using approved PTO the day before and day after the holiday.

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

### **Paid Time Off**

LMC encourages employees to take advanced scheduled paid time off ("PTO"). All employees who are regularly scheduled to work a minimum of 20 hours per workweek are eligible to accrue PTO. PTO accrues starting with your first day of employment. However, Employees are not eligible to utilize PTO until after successful completion of the Introductory Period. An employee

who terminates employment with LMC and becomes re-employed will not be credited for previous years of service when calculating PTO. The anniversary date will be based on the rehire date.

### **Accrual Rates**

Part-time employees. For employees who are regularly scheduled to work fewer than 30 hours per week but a minimum of 20 hours per week accrue PTO hours at a rate of 5% of the total number of hours scheduled in a pay period.

<b>Date of Change</b>	<b>Amount of Monthly Accrual</b>
Upon successful completion of introductory period	5%
5 <sup>th</sup> Anniversary	7%
10 <sup>th</sup> Anniversary	10%

Full-time employees. For employees who are regularly scheduled to work 30 or more hours per week, PTO is accrued as set forth below. The rates are based upon tenure, times the total number of hours scheduled (i.e., hours worked, PTO, holiday hours, bereavement hours, and jury duty hours), up to 40 hours a week.

<b>Date of Change</b>	<b>Amount of Monthly Accrual</b>
Upon successful completion of introductory period	7%
2 <sup>nd</sup> Anniversary	8%
4 <sup>th</sup> Anniversary	10%
7 <sup>th</sup> Anniversary	11%
10 <sup>th</sup> Anniversary	13%

Exempt employees will be charged PTO for full-day absences (in an amount equivalent to the employee's regularly scheduled hours) in accordance with the above PTO policy.

PTO may be carried over from year to year up to a maximum of 160 hours. After the final year-end payroll calculation, the Payroll Department will move any accumulated PTO over 160 hours to the "banked hours" status. These "banked hours" may be used for approved leave under the Family and Medical Leave Act ("FMLA") or approved Bereavement leave only. "Banked hours" may not exceed 480 hours.

PTO is provided so that you are better able to perform your job when you return. For this reason, LMC requires employees to take their PTO vacation and does not permit employees to take pay in lieu of time off.

PTO requests must be submitted to the employee's immediate supervisor through Paycom, except in emergency circumstances and/or if it does not create program hardship. PTO requests must be made at least one (1) week in advance and must be approved. Employees who wish to use PTO for more than ten (10) consecutive working days (with the exception of a medical emergency) must request and receive documented approval from their supervisor a minimum of two (2) weeks in advance.

When two employees submit PTO requests during the same time period, factors such as PTO approval history and length of service will be considered. PTO approval is at the discretion of your supervisor. Also, LMC, at its sole discretion, may require you to take your PTO at a particular time, and may also refuse your application for PTO where business needs dictate. Employees who are out on a leave of absence do not accrue PTO while they are on leave unless applicable law requires us to do so.

### **PTO Pooling Procedures**

LMC provides a generous paid time off (PTO) benefit to its full-time employees and certain part-time employees. We recognize that some employees may at times encounter situations where their available PTO may be insufficient to cover needed time off. We also recognize that some employees may accumulate excess PTO that they wish to share with staff who could use that PTO. We have established the following procedures to address those issues.

**PURPOSE** – These procedures are designed to provide relief to employees who have depleted their PTO and who have a serious prolonged illness or injury, or whose immediate family member has a serious or prolonged illness or injury. “Immediate family member” means those persons listed in LMC’s Family Medical Leave Act procedure in the Employee Handbook. Additionally, these procedures may provide relief when an employee must take PTO for circumstances related to a nationally declared pandemic.

**PARTICIPATION** – Participation in the pool is voluntary. Employees who wish to participate must donate a minimum of eight (8) hours to the pool by January 1 each year. There is no maximum amount of hours that are permitted to be donated by an employee. Hours donated to the pool become the property of the pool and do not revert back to the donating employees. At the time of donation, employees may designate whether donated hours are directed from their current available PTO or available banked PTO. Employees with less than one year of service at January 1 may request PTO from the pool during that year without donating, as long as they have completed at least 90 days of service by the date of the request. Any hours left in the pool at December 31 will roll over to the next year.

**ELIGIBILITY FOR REQUESTING HOURS FROM THE POOL** – Employees must have exhausted all current and banked PTO to be eligible to request hours from the pool. New employees who have not completed 90 days of service are not eligible to request hours from the pool.

**EXCLUSIONS** – The PTO pool is not to be used for short-term leaves due to routine or non-extraordinary illness or injury. For example, an absence of three days for the flu would be short-term and non-extraordinary, and thus would not qualify for PTO pool hours. Employees receiving pay from LMC’s workers’ compensation carrier may not use the pool. Employees receiving pay from LMC’s disability insurance carrier may not use the pool. Employees who are not members of the pool (see PARTICIPATION, above) may not use the pool.

**PROCEDURE FOR REQUESTING HOURS FROM THE POOL** – Employees who are requesting hours from the pool must obtain an application from Employee Relations (ER), complete the application and return it to ER. The application must be accompanied by certification of the illness or injury by a physician. Employees may request up to 40 hours of leave from the pool per application. If after 40 hours, the employee needs additional time, the employee may apply again for up to 40 more hours. The maximum number of hours granted in a calendar year for an employee is 80. Granted hours can never exceed the number of hours available in the pool. Available hours in the pool will be granted on a first-come first-served basis of approved applications. Submission of an application does not guarantee that an employee will be granted PTO pool hours. Granted hours can never exceed the number of hours available in the pool. The limitation to hours available in the pool will not apply in instances where an employee requests leave hours for a required quarantine due to a nationally declared pandemic. Hours available in the pool will not be reduced by hours used for required quarantines due to a nationally declared pandemic.

**PTO POOL COMMITTEE** – All requests for hours from the PTO pool will be reviewed the by the PTO pool committee. The committee consists of the COO, the CFO and the Chief Employee Relations Officer. The PTO pool committee will be solely responsible for determining the acceptance or denial of all PTO pool requests. The decision of the committee will be final, with no opportunity for appeals. The PTO pool committee will also be responsible for reviewing and modifying these procedures as needed.

## **Workers’ Compensation**

Please see the Workers’ Compensation Quick Guide for Employees and the Safety Manual on the LMC website for more information on workers’ compensation procedures.

LMC pays the entire amount of its workers’ compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report **all** work-related accidents, injuries, and illnesses immediately. LMC will pay for broken/damaged glasses, hearing aides, and other medical equipment up to \$500.00 if damaged/broken during work. You should be aware that it is unlawful to knowingly file a false or fraudulent claim for workers’ compensation benefits, or to knowingly submit false or fraudulent information in connection with any workers’ compensation claim. Such conduct is also against LMC’s policy and will result in disciplinary action, up to and including termination of employment.



## Leaves of Absence

Where applicable state or local law provides you with additional leave rights than those outlined below, LMC will comply with those laws. If you need time away from work for any reason, please consult your supervisor or Employee Relations. Employees will not accrue PTO during any period of absence outlined below.

### Civic Duties

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

**Paid Parental Leave:** Paid Parental Leave will be provided if an eligible staff employee is the birth mother, biological father, adoptive mother or adoptive father:

\*Up to six weeks of continuous leave

\*If both parents are eligible staff employees, each parent may receive up to 6 weeks (240) hours of paid leave. This could be either concurrently or consecutively.

\*Employee must have completed their 90-day introductory period before taking leave.

\*Employee is not required to use PTO during paid parental leave.

\*Paid parental leave can be taken in two equal installments of three weeks (provided the installments are exhausted within one year from the birth or adoption of the child. This option must be approved by the department supervisor.

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

To protect the employee's earnings, while they are serving on a legally assigned and required jury, LMC will pay the employee their regular scheduled compensation, for a maximum of two (2) weeks, less the compensation received for jury duty. Employees are required to give LMC documentation as proof of the jury duty responsibility and continue providing documentation on a weekly basis until released from jury duty responsibility. Employees will be asked for documentation showing any jury duty compensation received at the conclusion of their service.

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

**Voting Leave:** Our Organization believes that employees should have the opportunity to vote in any state or federal election, general primary, or special primary. Any employee whose work schedule does not provide sufficient time to vote while polls are open will be granted up to two (2) hours of paid time off to vote. Voting leave will only be paid for non-exempt employees when required by state law.

Exempt employees will continue to receive their regular salary for any week in which they perform any work while taking off time to vote, pursuant to state and federal law.

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

### **Military Leave of Absence**

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

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

Employees who are called to military service will be reinstated with LMC as required by federal and/or state law.

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

### **General Leave of Absence**

Employees who are ineligible for leave under the federal Family and Medical Leave Act as provided below, or who have exceeded their leave allotment under this law, are nonetheless eligible for an unpaid general leave of absence ("GLOA") according to the following policy:

GLOA may be available to employees who are not eligible for FMLA and may take GLOA for their own illness or injury, pregnancy, maternity or paternity leave, or any other medically necessary reason.

Employee Relations may request medical certification from the employee's health care provider and/or a release to return to work (i.e., fitness for duty) in support of an employee's request for leave under this section. Employees who are approved for GLOA will be required to use any available PTO to run concurrently with GLOA. Once PTO is exhausted, the remainder of an employee's approved GLOA will be unpaid. GLOA may not be taken on an intermittent basis unless necessary as a reasonable accommodation under the Americans with Disabilities Act. Employees do not accrue PTO while on GLOA.

During GLOA, LMC's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under LMC's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under LMC's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits. Periods of leave under this section do not count as continuous and credited service under LMC's 401(k) plan.

The duration of GLOA will depend not only on the length of time your doctor certifies you need but also how much time can be provided as a reasonable accommodation without your absence causing LMC to suffer an undue hardship. Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying LMC in writing that you are ready and able to return to work.

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

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

### **Other Employment**

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

### **Fraud**

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

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

### **Federal Family and Medical Leave Act**

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

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

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

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

### **Reasons for Taking Leave**

FMLA leave may be taken for the following reasons:

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

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from

performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

### **Identifying the 12-Month Period**

LMC measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered service member, LMC calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

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

### **Use of Paid Leave**

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

LMC will maintain coverage under LMC's group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, LMC may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of

FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits.

### **Notice and Medical Certification**

When seeking FMLA leave, you must provide:

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

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

### **Employer Responsibilities**

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

## **Job Restoration**

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

## **Failure to Return after FMLA Leave**

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

## **Married Spouses**

If married spouses, both of whom are employed by LMC, and each wish to take leave for the birth of a son or daughter, adoption or placement of a son or daughter in foster care, to care for a parent (but not a parent in-law) with a serious health condition, or for a qualifying military exigency, the married spouses are entitled to take a combined total of 12 weeks of FMLA leave.

If married spouses are both employed by LMC and each wish to take leave for the care of a qualified service member, the married spouses shall be entitled to a combined total of 26 workweeks of FMLA leave.

## **Other Employment**

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

## **Fraud**

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

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

## **Interaction with Other Leaves**

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

### **Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

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

Further, FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Questions**

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

### **Military-Related FMLA Leave**

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

### **Definitions**

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

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

The FMLA definitions of "serious injury or illness" for current Servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For purposes of



Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

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

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

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

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

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

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

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

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

### **Qualifying Exigency Leave**

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

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

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

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

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that LMC and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of

active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

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

### **Bereavement Leave**

Unless otherwise required by state or local law, full-time employees are eligible to receive up to three (3) days of paid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. An immediate family member includes your child, spouse, parent, brother, sister, in-laws (mother, father, sister, brother) and grandparents. In the event an employee must travel 250 or more miles each way to attend, make arrangements, etc., for the funeral, an additional two (2) days of paid bereavement leave will be provided. LMC will require proof of death and relationship. In the event an employee requires additional time off, the employee may use any available PTO.

Part-time and PRN/seasonal employees may be eligible for unpaid bereavement leave for an immediate family member as defined herein.

All time off in connection with the death of an immediate family member, as defined above, must be discussed and scheduled with your supervisor, as well as be accurately documented on your timecard.

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

### **Paid Parental Leave**

Paid Parental leave will be provided if an eligible staff employee is the birth mother, biological father, adoptive mother or adoptive father.

- Up to 6 weeks of continuous leave, as scheduled with supervisor
- If both parents are eligible staff employees, each parent may receive up to 6 weeks (240) hours of paid leave. This could be either concurrently or consecutively
- This applies to adoption for bonding time
- Employee must have completed their 90-day introductory before taking leave.
- Employee is not required to use PTO during paid parental leave.
- Paid parental leave can be taken in two equal installments of three weeks (provided the installments are exhausted within one year from the birth of the child/adoption). This option should be approved by the department supervisor.
- Paid parental leave will run concurrently with any available FMLA leave.



## **What We Expect of You**

This section discusses your responsibilities to LMC as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

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

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

## **Employee Conduct**

### **Absenteeism and Tardiness**

You are expected to be at work ready to perform your job duties on time each day. Absenteeism or tardiness is disruptive of our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible, but no later than one (1) hour prior to the beginning of your shift. This requirement may vary based on departmental needs. Each employee is responsible to know and follow their specific departmental guidelines. You are expected to notify your supervisor by phone or email as soon as possible or practicable. Leaving a message, voice mail, sending an email or text message does not qualify as *personally* contacting your supervisor, unless your supervisor has expressly authorized texting or leaving a voice mail as an approved method of contact. Due to the unique needs of each department, you are responsible for speaking to your supervisor about your departmental call-in expectations and the system that is used to track these instances.

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

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

Although you may be terminated at any time for failing to report to work without contacting LMC, if you fail to report for work or call in for more than 24 hours following the start time of your scheduled shift ("no call, no show"), you may be considered to have abandoned your job and may be terminated.

## **Alcohol and Drug Policy**

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

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

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

### **Prescription Drugs**

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

### **Notification of Impairment**

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or another member of management.

### **Who is Tested**

You may be required to submit to drug or alcohol screening whenever LMC has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident

or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

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

### **Discipline**

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

### **Enforcement Policy**

In order to enforce this policy and its procedures, LMC may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of LMC's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and LMC vehicles. You may be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by LMC. .

### **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test may be subject to disciplinary action, up to and including termination.

### **Employee Assistance**

LMC urges any employee with substance abuse issues to seek help before health, safety and job performance are affected. If you wish to seek help for drug or alcohol problems prior to being caught in a violation of LMC's Alcohol and Drug Policy or being asked to undergo a test or prior to engaging in misconduct, you may be given the opportunity to seek professional treatment. Employees with substance abuse issues may also take advantage of LMC's Employee Assistance Program and Work-Life Program ("EAP") at no charge. The EAP offers professional counseling and consultation that can help you take steps toward problem resolution for a full range of personal concerns such as substance abuse issues, financial counseling, mental health issues, etc. Services are confidential, and the EAP will not inform LMC about your use of the EAP or information discussed. Employees who need help and guidance are encouraged to visit the EAP website at [www.mutualofomaha.com/eap](http://www.mutualofomaha.com/eap) or call them at 1-800-316-2796.

### **Confidentiality/HIPAA (Health Insurance Portability and Accountability Act)**

LMC employees have an obligation to ensure the confidentiality of protected health information and follow all applicable policies, laws, and regulations. Employees shall refrain from revealing any personal or confidential information concerning people receiving support unless required by legitimate business or for support and service purposes. This information includes any form of communication including, but not limited to written, verbal, electronic, or visual (such



as photography and camera phone) identifiable health information. If questions arise regarding an obligation to maintain the confidentiality of information or the appropriateness of releasing information, the employee should seek guidance from their supervisor or the LMC Corporate Compliance Officer.

## **Corporate Compliance**

LMC's Corporate Compliance Plan outlines various compliance practices, procedures, and policies utilized by LMC. It is the responsibility of the Corporate Compliance officer/Director of Quality Initiatives to oversee and monitor the Plan. However, each employee's role is vital in the implementation of this Plan, which requires the highest level of conduct from every person connected to LMC.

Employees are required to review the Corporate Compliance Plan and Code of Conduct provided and discussed during New Employee Orientation. Copies are also available on the LMC website under the Employee Portal.

## **Damage to Property**

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

## **Ethical Business Practices**

We expect the highest standard of ethical conduct and fair dealing from each employee and member of management. LMC's reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our customers, business associates, and community. You should always be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. If you have any questions about LMC's code of conduct, consult your supervisor. If you do not feel comfortable speaking to your supervisor, you should reach out to Employee Relations or the Corporate Compliance Officer.

## **Fraud, Dishonesty, and False Statements**

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

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to Employee Relations or another member of management immediately.

## **Gambling**

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

## **Gifts and Gratuities**

Employees may not request or accept any gift or gratuity of any kind from persons supported, vendors, or suppliers.

## **Illegal Activity**

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

## **Misuse of Property**

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or other property of LMC, persons supported, vendors, or other employees of LMC . Any non-business use of LMC office equipment must be approved by management.

## **Off-Duty Use of Facilities**

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

## **Off-Duty Social and Recreational Activities**

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

## **Outside Employment**

It is important that other employment does not interfere in any way with your job with LMC. You should be careful that extra hours of work do not affect the performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from Employee Relations.

## **Personal Dress and Appearance**

Given a variety of legitimate business reasons and circumstances like safety, protection of persons served, protection of LMC property, and public image, we expect all employees to use good judgment with respect to their dress and appearance and to present a neat and well-groomed appearance, consistent with this policy. We feel that these qualities go further than any

other factor in making a favorable impression to our persons supported, your co-workers, and the community at large. Please note that each department has guidelines specific to their business needs.

Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Good personal hygiene is also important in terms of favorable, legitimate business reasons in the workplace. Employees are responsible for knowing the dress code for their position. To obtain this information, please contact your supervisor.

LMC in its sole discretion, will determine when an employee's attire or appearance does not meet all requirements of the Personal Dress and Appearance Policy. Employees who report to work in unacceptable attire may be required to leave work and return in acceptable attire. Such time away from work will be without pay. Violation of this policy may result in disciplinary action, up to and including termination.

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

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

### **Additional Dress Code Requirements**

Employees who are operating mowers and/or any type of lawn (including tree/shrubbery) care machines/equipment are to wear external eyewear while the machine/equipment is in operation.

Acceptable shoe wear is dependent upon the needs of the department. Direct care employees are not allowed to wear backless shoes, sandals, high heels, etc. due to the potential for emergency situations with a person supported (i.e., running, implementation of safety hold, etc.). Maintenance employees cannot wear these same types of shoes due to safety with equipment operation.

Due to potential safety risks, employees assigned to work directly with people supported and/or employees who are attending training that requires physical interaction are to minimize their facial and body jewelry and anything that dangles. Due to the nature of direct care work, it is strongly recommended that employees not wear body piercings. Employees who choose to do so, do so at their own risk.

When involved in an LMC swimming activity, employees must be dressed in conservative, non-sheer, one-piece swimwear. Employees wearing inappropriate attire may be verbally

counseled by their supervisor and/or required to leave the work site, without pay, to change into appropriate clothes. Shirts and shoes, as outlined above, are required at all times except when actively involved in an LMC swimming activity.

### **Personal Mail**

All mail which is delivered to LMC is presumed to be related to our business. Mail or packages sent to you at LMC may be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

LMC postage meters and letterhead may not be used for personal correspondence.

### **Personal Telephone Calls**

Generally, personal cell phones are not allowed in program areas. In the event an employee brings a personal cell phone into the program area the responsibility falls on the employee to ensure safety of this personal device. Each program area is equipped with a business phone and employees may receive emergency phone calls through this business phone.

Employees may use house or office phones and/or walkie-talkies to communicate as necessary.

### **Poor Performance**

You are expected to make every effort to learn your job and to perform at a level satisfactory to LMC at all times. This includes following through on reasonable, job-related instructions and lawful requests of your supervisor or other leadership. This may also effect your ability to apply for promotion or transfer between departments. Consistent failure to perform at a satisfactory level may result in disciplinary action, up to and including termination.

LMC generally abides by the following progressive discipline steps when appropriate:

- Step 1: First Written Warning (Once presented, the signed documentation needs to be routed to Employee Relations)
- Step 2: Final Written Warning (Employee Relations needs to review and sign before presentation IF it requires suspension without pay. Once presented, the signed documentation needs to be routed to Employee Relations)
- Step 3: Termination (Needs Employee Relations Director/Manager approval)

Depending on the severity of the circumstances involved, LMC may skip any of these steps and proceed straight to suspension and/or termination.

Written warnings remain active on your record for 6 months before becoming inactive. If an employee receives an additional written warning during the 6-month active period of the previous written warning, that additional written warning will always be the next step in discipline progression, regardless of the reason for the written warning, and the 6-month active period for both written warnings will restart from the date of the Final Written Warning.

## **Sleeping or Inattention**

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

## **Smoking and Tobacco**

LMC maintains a smoke- and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes, vapor devices, pipes, cigars, snuff, or chewing tobacco) is permitted in any part of the buildings, property or in vehicles owned, leased, or rented by LMC. Employees may smoke in their personal vehicles, out of the line of sight of persons supported and may use the designated spots created for smoking on grounds.

Employees must also conform to this smoking or tobacco-use procedure when working at a person's supported residential site and must honor the wishes of that person.

All employees are expected to abide by this procedure in all respects while at work. Being permitted to use tobacco products during breaks is a privilege, as long as such use does not interfere with the employee's work, fitness for duty, or professional appearance. Depending on the work environment and the needs of the supported persons, a smoke break may not be guaranteed.

**Cigarette butts or other traces of litter or tobacco use may not be left on the ground or anywhere else on LMC property. No additional or extended breaks beyond those allowed under your department break protocols may be taken for the purpose of using tobacco or similar products. Breaks are to be taken on LMC premises only. If that privilege is abused, in addition to disciplinary action, it may be withdrawn altogether.**

All tobacco related products and substances (including but not limited to lighters, matches and other related paraphernalia) are prohibited in the sight of persons supported, their residences, patios, gazebos, and LMC vehicles. Employees who have these substances must keep them retained in a location which is locked and inaccessible to the persons supported. Employees are not to sell or distribute tobacco products or related substances to persons supported.

## **Solicitation - Distribution Policy**

Organizational solicitation requires permission from the Chief Officer of the department. No LMC employee may engage in any direct solicitation of their colleagues. Common areas are approved for solicitation materials to be placed in, but no direct solicitation may take place between employees.

## **Theft**

Theft of money or property from LMC, your co-workers, or persons supported is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and may also be reported to law enforcement. Unless otherwise limited

by law, LMC reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on LMC's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

### **Workplace Violence Policy**

LMC has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, or other stakeholders. We do not allow fighting, violent words, violent conduct, or bullying regardless of where such words or actions occur.

No employee may commit or threaten to commit any violent act against a co-worker, persons supported, or other stakeholders. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor or Employee Relations as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

### **Weapons and Dangerous Instrumentalities**

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

Although LMC retains the right to determine the scope of this paragraph on weapons and the terms contained in it, *possess* as used in this policy generally means to have on your person, in any LMC vehicle, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on LMC's property or while you are at work for LMC. This section does not prohibit the lawful possession of a firearm in an employee's secured vehicle, even if parked on LMC premises.

Any violation of this policy may subject you to discipline, up to and including immediate termination. Employees who have any questions regarding the application of this policy should contact **Employee Relations**.

## Procedures and Guidelines

### Background Screening

To ensure employees of LMC are qualified, and to ensure the LMC maintains a safe and productive work environment free of any form of violence, harassment, or misconduct, and to determine eligibility for promotion, re-assignment, or retention, LMC will conduct background screening on all employees and volunteers. These background screenings will include:

- a. Criminal history
- b. Motor Vehicle Report (if applicable)
- c. Kansas Nurses Aide Registry
- d. Office of Inspector General: Exclusion List
- e. USDOJ Sex Offender Registry
- f. Adult Protective Services
- g. Child Protective Services
- h. Health Occupational Credentialing (if applicable)

Background checks are run on ALL prospective employees as part of the onboarding process and annually thereafter in both the Children's and Adult's programs.

Licensed or credentialed employees will have those credentials or licenses checked with the HOC (or primary credentialing source) during this process and at each re-credentialing or re-licensing timeline. This information will be maintained in the employee's Employee Relations file.

In addition to background checks, prospective employees are required to complete a TB screening. Lakemary ER staff will provide discretion on getting this completed. Once the test has been administered, it must be read in 3 days, and the results returned to Employee Relations. Testing must be repeated every four years (five years for chest x-rays). Failure to complete testing or have results read will result in the employee being put on unpaid leave until completed satisfactorily.

If unfavorable information is received as a result of these background checks, Employee Relations reviews findings with applicable state and federal law to determine employment eligibility and will respond accordingly

## **Licenses and Certifications**

Positions requiring licenses or certifications require the prospective employee to furnish proof of the license or certification upon hire and throughout employment. The Employee Relations department will verify these credentials with the primary issuing authority, as part of the onboarding process, and upon each renewal. The employee is responsible for ensuring licenses and/or certifications stay current. Employees whose credentials cannot be verified are subject to immediate dismissal.

It is the responsibility of the employee to maintain the necessary certifications as required by their position, including but not limited to MANDT or Safe Crisis Management, CPR, First Aid, Driver's training, etc. See the Training section for requirements.

## **Bloodborne Pathogen Exposures (BBPE)**

A bloodborne pathogen is a pathogenic microorganism present in human blood and can cause disease in humans. These pathogens may be present in a number of infectious materials such as semen and vaginal secretions, torn or loose skin, unfixed tissue organs, and visible blood. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

Employees are responsible for their health and for always using universal precautions and good practice controls. LMC has disposable gloves available in all areas, buildings, and residences. Employees are expected to use universal precautions to reduce/eliminate the risk of occupational exposure. In addition, LMC has an exposure control plan which includes work practice controls to minimize or eliminate occupational exposure of LMC employees to bloodborne pathogens. Employees may access the BBPE Plan on the intranet under the Employee Portal (Emergency Preparedness, Evacuation, and Recovery Plan). BBPE training is provided to LMC employees during New Employee Orientation and annually thereafter. Employees are responsible for attending annual training which is held to update employees on changes that affect the employee's occupational exposure. Employees who fail to comply with BBPE protocol will be subject to disciplinary action up to and including termination.

An exposure incident occurs when human blood, body fluids, or tissue come in contact with another human's mucus membrane or non-intact skin, or by parenteral contact. If an occupational exposure occurs, the employee should:

- Immediately cleanse the area thoroughly and get appropriate first aid through Nursing/Health Services; and
- Immediately report the occurrence to their supervisor; and
- Immediately complete an Employee Report of Illness / Incident report and a Bloodborne Pathogens Incident Report with their supervisor; and
- Immediately notify the Nursing/Health Services Department and Employee Relations/Safety & Risk Management for appropriate follow-through.

Employees who wish to obtain the Hepatitis B vaccination series should contact Employee Relations for approval and scheduling. LMC will only pay for an employee to receive one "series"



of vaccinations and the employee is responsible for ensuring the completion of the series within the designated amount of time. LMC will not be responsible for paying for the series if the employee has to restart due to failure to complete within the designated timeframes.

### **Education Program for Students**

Education staff, who are contracted through Unified School District 368 and who perform LMC services, shall receive the school district's Employee Handbook, and those policies and procedures take precedence over LMC's policies and procedures for those employees.

The education program is operated in accordance with the Kansas State Department of Education's policies, guidelines, and regulations related to school accreditation. Education staff will be required to have a current license and/or certification at all times for positions that require such licensure/certification. LMC will complete an internal primary source verification check to ensure all licenses and/or certifications are current.

### **Emergency Preparedness**

LMC has developed numerous safety plans to direct employee performance in cases of emergency. The Emergency Preparedness, Evacuation and Recovery Plan, Safety Manual and Accessibility Plan and the Exposure Control Plan all speak to procedures for responding to natural disasters and emergency situations.

Employees are required to review the Emergency Preparedness, Evacuation & Recovery Plan and the Safety Manual and Accessibility Plan, which is provided and discussed during New Employee Orientation. Copies may also be accessed on the Lakemary website under Employee Login.

### **Fundraising**

Lakemary's Marketing Department organizes and directs all organizational fundraising activities and public efforts to raise funds, goods, or services for Lakemary. All involvement and activities related to these efforts should be pre-approved by the COO. If employees or people receiving support desire to support these activities, they do so with the approval of the COO, and only after necessary training and orientation to the event has taken place.

Employees are allowed to network with other employees, during lunch and other breaks, for personal fundraising, such as school-related fundraisers selling candy bars, popcorn, trash bags, or other such items. However, before doing so, the employee should touch base with their supervisor to ensure there is no conflict of other reason that would interfere with the fundraising.

### **Bulletin and Message Boards**

LMC may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by LMC regarding LMC policies, governmental regulations, and other matters of concern to all

employees. No information may be placed on these resources without the prior approval of Employee Relations.

### **LMC Security Access Devices**

Each employee to whom a key, entry card, or other security access device (“security access device”) is given is responsible for proper use of that security access device and will be required to acknowledge receipt of it.

All staff members are required to wear the LMC ID badge at work sites during working hours. LMC ID badges are to be obviously worn so the photo is clearly visible to others. This requirements may be temporarily suspended at management’s discretion when wearing the LMC ID badge presents a safety issue. LMC ID badges shall not be defaced or altered in any way, including pins, stickers, decals, etc.

Staff members are responsible for safeguarding their own LMC ID badge. Any lost or damaged LMC ID badge should be reported immediately to the employee’s supervisor, who is responsible for reporting the lost or damaged LMC ID badge to LMC Employee Relations. A replacement ID badge will cost the employee \$10.00.

No staff member shall have more than one (1) LMC ID badge at a time. Employees are not permitted to “swipe in” for another employee. This includes holding a security door open for another employee or holding the door and allowing others in or out of secured areas.

No staff member will allow another person to be in possession of his/her ID badge at any time, except when surrendered to LMC Employee Relations, as required by employment.

LMC ID badges are the property of LMC and are to be returned upon separation from the company. Supervisors or the appropriate designees are expected to collect the staff member’s LMC ID badge on the last day of employment with LMC. If the employee is transferring to another department, the LMC ID Badge should not be collected until a new one has been made (no charge for transfers). Collected IDs should be returned to LMC HR immediately.

### **Medical Records**

Lakemary Center has electronic health records (EHR) software that houses health records documents. The software meets all applicable state and federal privacy and security laws regarding protected health information (PHI). Paper records are scanned into PDF format, saved on a protected drive and become part of the original medical record. Staff are advised that all hard copy records must be routed to Medical Records for scanning to persons supported EHR. Some paper records are maintained at support locations and contain documentation taken at the point of service. These records are considered part of each person’s record and are scanned into the electronic medical record at least monthly. Other personal records, such as ID cards, passports, benefit cards, insurance cards, etc. are stored as desired by the owner of the information, typically in their home location, under a double lock

### **Notary Service**

LMC has notary services available for employees.

## Risk Management

Risk management is an integrated and structured approach for the identification, prevention, monitoring, and control of potential liability exposure, risk assessment, strategic development to manage risk, and mitigation of risk using available resources.

The ultimate goal of risk management is to enhance the safety of people supported, students, interns, visitors, volunteers, and employees and to minimize loss to Lakemary. It is the responsibility of every employee to constantly monitor and report risk-related issues via the Lakemary website and to do so promptly. This can be accomplished by going to the employee portal on the Lakemary website and clicking on “Risk Management Forms” or by using your mobile device's camera and hovering over the Risk and Safety App UPC code below:



## Training

Employees are typically scheduled to attend a mandatory New Employee Orientation (NEO) on their first day of employment, to include information on:

- Introduction to Lakemary Center
- Bloodborne Pathogens (BBPE)
- OSHA-Right to Know
- OSHA-Workplace Safety
- Workplace Violence
- Safety Data Sheets (SDS)
- Common Sense Approach to Safety
- Equal Opportunity Employee Handbook Overview

- Corporate Compliance Program & Compliance Officer Assignment
- Code of Conduct Plan
- Emergency Preparedness, Evacuation & Response
- HIPPA
- Rights of Persons Supported
- Diversity in the Workplace
- Abuse, Neglect, & Exploitation
- Connecting to Our Communities
- Technology Usage
- Safety Manual & Accessibility Plan
- Sexual Harassment
- FMLA
- Worker's Compensation
- Drug Free Work Environment
- Risk Management Program
- LMC Benefits
- Policies & Procedures
- Expectations of employees
- General information regarding developmental and intellectual disabilities

Supervisors will schedule new employees for the remainder of their initial training.

For **Adult** Services, this generally takes place within the first thirty (30) days and includes:

- Intro to IDD, Final Rule, Rights, Privacy, Autonomy & Adult Services
- Trauma Informed Supports
- PBIS (Positive Behavior Interventions and Supports)
- Aging & Dementia

- BASIS
- Driver's Training
- KDOT Training (MICO drivers over 21 years old), or
- Defensive Driving (All JOCO drivers & MICO drivers under 21)
- MANDT
- CPR/AED/First Aid
- Medication Administration
- NetSmart Electronic Medical Records

For **Children's** Services this includes:

- CPR/First Aid
- KDADS PRTF Service Standards
- School Regulations
- SCM (Safe Crisis Management)
- PBIS (Positive Behavior Interventions and Supports)
- Occupational Therapy: Sensory Item Implementation
- Sexual Assault and Misconduct
- Trauma Informed Care & Suicide Prevention
- Diagnostics Part 1:
  - Understanding Developmental Disabilities & Psychiatric Disorders
  - Special Considerations with Dual Diagnosis Population
- Speech Therapy: Augmentative and Alternative Communication (AAC) Devices
- EMR System- Documentation
- Staff Burnout and Compassion Fatigue
- Behavioral Skills Training

Training required for other positions that support these programs is determined by the specific department/job responsibilities and can vary by position.

### **Annual Training:**

Every employee is required to stay up to date on annual and recurring training. It is the employee's responsibility to speak with their supervisor to ensure they are scheduled to take and attend BEFORE a training expiration date. These trainings include:

- Annual Risk Awareness (ARA) which includes:
  - Cultural Competency, Diversity, Equity, & Inclusion
  - Rights
  - Abuse, Neglect, & Exploitation
  - Safety & Emergency Procedures
  - Workplace Violence
  - Risk Management
  - Blood Bourne Pathogens & Universal Precautions
  - OSHA & SDS Materials
  - HIPPA, Confidentiality & Corporate Compliance
  - IT Security
  - Pool Procedures (as applicable to the program)
- CPR/AED/First Aid (annually for Children's staff & every 2 years for Adult Service staff)
- Safe Crisis Management (annually for Children's staff)
- MANDT (annually for Adult Service staff)
- Defensive Driving (as applicable to the program, every 2 years)
- KDOT Driver's Training (as applicable to the program, every 2 years)
- KDOT Drug & Alcohol Training (as applicable to the program, every 2 years)
- BASIS (annually for Adult Service staff)
- Final Rule (for Adult Services staff)

- Person Centered Support Planning (for Adult Services staff)

Staff must be able to demonstrate proficiency in each topic area, either by actively contributing to the discussion, completing testing with a passing score, demonstrating proficiency, or by acknowledging their understanding and committing to using the principles discussed. If an employee cannot complete all classes and/or cannot demonstrate proficiency, they will not be able to retain the position that requires this information or skill. The employee may apply for a transfer to an open position for which they qualify. If there are no open positions to which the employee can transfer, the employee will be terminated. An employee who has previously demonstrated proficiency or has received a certification is not automatically guaranteed re-certification.

**Leadership Training:** Staff in leadership roles, especially those who supervise others are enrolled in a Leadership Series designed to increase leadership skills and knowledge of Lakemary protocol.

**Training Documentation:** The same Paycom system that employees use to track their payroll is used to support training and staff development. Staff Development personnel provide oversight for these activities; however, all supervisory staff have access to enroll their direct supports for initial and ongoing training. It is the employees' responsibility to stay informed and current in all training requirements, to attend all sessions that they are signed up for, to complete any online and offline testing, proficiency demonstration, and acknowledgments, and to monitor their completion of training requirements. Failure to do so could be considered for disciplinary action.

**Administrative and Leadership Employees:** Administrative and leadership employees not assigned to one specific department must complete job-specific training for their unique role, including topics included in Annual Risk Awareness (ARA). And they must take ARA annually

## **Volunteer Services**

Lakemary utilizes volunteers to support special events as the volunteers assist with event setup, ticket sales, registration, event clean-up, and other event-related activities. Volunteers are provided with:

- Orientation to Lakemary
- Orientation to the event
- Volunteer role and responsibilities
- Person-centered philosophy of Lakemary
- Safety consideration
- Other needed event information

Although people supported by Lakemary may be in attendance at these events, volunteers are never responsible for, left alone with, or provide transportation for them.

Oversight of volunteers and their performance is typically assigned to one or more of the event coordinators. Communication and other feedback are ongoing between this event coordinator and each volunteer to ensure the event runs smoothly and a positive outcome occurs for the event.

Lakemary employees volunteer for special events but do not volunteer in a role they normally complete as part of their paid employee role at LMC.

## **Meetings**

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

## **Conflicts of Interest**

Employees must not engage in activities that are or create a conflict of interest or the appearance of such a conflict. Our policy forbids employees from engaging in any other business which competes with LMC. Organization policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of LMC (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of LMC, except with the knowledge and written consent of the CEO/President is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the CEO/President and obtain approval in writing.

## **Employment of Relatives**

LMC has adopted this policy because of the potential problems posed by family relationships between employees. These problems include conflicts of interest, interference with the productivity of the related employees and co-workers, and issues with perceived or real incidents of favoritism. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Employment of relatives, significant others, and/or other household members is acceptable if these individuals meet the qualifications for the position as set out in the job description with the general exception of a supervisor/subordinate relationship. In general, relatives, significant others, and/or other household members will not be scheduled in the same work environment or zone.

Employees who become relatives, significant others, and/or household members after employed by LMC, may continue in their current positions with LMC, as long as it does not result in a direct supervisor/subordinate relationship and the scheduling requirements are met. Employees must notify their supervisors and Employee Relations in the event this occurs in order to comply with this requirement.



In an effort to reduce any potential conflict with a person supported, relatives of a person supported may not work directly with the person supported and will be assigned to a different program area.

### **Hazardous and Toxic Materials**

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

### **Housekeeping**

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

### **Parking**

So that we will have sufficient and convenient parking for our persons supported and other stakeholders, we require all of our employees to park their vehicles in the area designated for employee parking. Vehicles should be secured at all times. Secured vehicles are locked at all times and windows should be rolled up completely. Employees found parking in a restricted area will be subject to disciplinary action and being towed. If you have any questions as to where you should park your vehicle, please ask your supervisor.

### **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, LMC limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

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

## **Social Security Number Privacy**

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

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

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

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

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

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

For learn more about our privacy protections under this policy, contact Employee Relations.

**LMC Vehicles & Safe Driving – Please refer to the Transportation Manual for more information.**

## **Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among LMC's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist LMC in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST!

All accidents, including those which do not involve serious injury and those involving persons supported or other stakeholders., must be reported immediately to your supervisor. It is only through full knowledge of every accident that we can become a safer, healthier place to work.

## **Severe Weather**

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

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

## **Technology and Information**

### **Mobile and Electronic Devices**

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

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other LMC policies.

LMC will not be liable for the loss or damage of personal mobile devices brought into the workplace.

### **Personal Use of LMC-Provided Mobile Devices**

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

### **Recording Devices**

Employees are prohibited from taking photographs or making audio or video recordings of persons supported at any time unless explicitly authorized to do so for business or marketing purposes. Employees who take photos of persons supported as authorized under this policy must immediately delete such photos from their personal devices and are expressly prohibited from disseminating said photos to third parties.

Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time.

### **Safety Issues for Mobile Devices**

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

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

## WORKPLACE PHOTOGRAPHY POLICY

Your work involves working with Persons Supported whose identity and personal information must be kept confidential. Lake Mary Center (“LMC”) takes this very seriously. Disclosure of such information to others could adversely impact Persons Supported and LMC. LMC expects all employees to respect their privacy. Thus, LMC has implemented the following Policy regarding photography in the workplace, whether it be in the field, at LMC facilities, or at a LMC sanctioned event.

- Employees, contract employees or employees of our contractors may not take any photographs of LMC’s facilities, Persons Supported (or their family, guardians, or visitors), without prior express direction from LMC’s management (an “Authorized Official”). This includes both still photographs and videos taken with cameras, cell phone cameras, or any other device. Any photograph in your possession that depicts any part of the workplace should be promptly deleted, destroyed, removed from any social media or other website, and physical copies should be returned to LMC unless you have obtained the written consent of an Authorized Official to retain them.
- If an employee, contract employee or an employee of one of our contractors is permitted by an Authorized Official to take photographs LMC’s property, operations, or Persons Supported, such person should take care not to photograph any of the Company’s trade secrets. A trade secret includes formulas, practices, processes, designs, instruments, patterns, or compilations of information that are not generally known or reasonably ascertainable. Any photograph that LMC deems to contain trade secrets or other confidential information may be taken by LMC and destroyed, if appropriate. Even if authorized, such photos LMC property, operations, or Persons Supported must be promptly deleted or destroyed, if authorization is revoked.
- In addition to the foregoing, if an employee, contract employee or an employee of our contractors takes a photograph of another person at the workplace, whether it be in the field, onshore or offshore, at one of our offices or during a Company sanctioned event, without obtaining the prior written consent of the photographed person, the photographer may not show or post the photograph at work, upload the photograph on any social media or other website, and make any other distribution of the photograph. If the photographed person withdraws consent at any time, such photographing employee must promptly delete, destroy and/or remove the photograph from any social media or other website.
- No photograph may be used for the purpose of discriminating or harassing any person, nor should a photograph be taken that could violate the privacy of, or otherwise embarrass, the photographed person. All photographs are subject to all other workplace policies, including those related to harassment and professional conduct.
- This Policy does not limit or restrict LMC from installing, operating, utilizing or

maintaining a security camera recording system in the workplace, whether it be in the field, on LMC facilities, or at off-campus events.

- If you have any questions about appropriate uses of a photograph, please ask the applicable Authorized Official whether a particular use is permitted.

This Policy does not prevent any activity protected by the National Labor Relations Act, including the right to discuss with other employees your terms and conditions of employment.

Compliance with this Policy is mandatory and violations of this Policy will result in discipline, up to and including termination. All personnel are encouraged to report violations of this Policy and will not be retaliated against in any manner.

### ***IMPORTANT POLICY NOTICE***

**This Policy supersedes and cancels any prior policy covering the matters subject to this Policy. LMC policies may be terminated or changed by LMC at any time, and interpretation of this Policy is solely within the discretion of LMC.**

## **Information Technology**

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

LMC invests in information technology to facilitate the business of our Organization. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access LMC IT in any manner that is contrary to this policy. Lakemary’s General Technology Standards Manual governs the use, care, and storage of LMC-owned computers, databases, and any other technological devices or materials.

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

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

Upon termination of employment, employees are prohibited from removing any software, documents, or data from LMC IT and must completely remove all data collected, downloaded,

and/or created on non-LMC computers used for LMC business that relate in any manner to LMC's business. Upon request of LMC, a departing employee will provide proof that such data has been removed from all personal computers used for LMC business.

### **Prohibited Use Under Any Circumstances**

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

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

## **Prohibited Use During Working Time**

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

- Employees may not solicit personal business opportunities or conduct personal advertising through LMC IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

## **Unsolicited Email**

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

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

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

## **Monitoring**

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

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

## **System Integrity**



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

### **Enforcement**

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

### **Protection of the Organization's Trade Secrets and Confidential Information**

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

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

"Confidential Information" means information belonging to LMC, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with LMC and/or employees have gained access to while employed by LMC and/or were developed by employees in the course of their employment with LMC that is proprietary and confidential in nature. **Confidential information does not include your wages, hours and other terms and conditions of employment.**

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

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

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

## **Social Media**

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

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

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

Employees are prohibited from the following:

- Disclosing on social media LMC or any third party's Trade Secrets/Confidential Information (as defined above).
- Using social media to post or to display comments about co-workers, supervisors, persons supported, vendors, or suppliers that constitute a violation of LMC's Policy Against Unlawful Harassment, Discrimination, and Retaliation or are otherwise physically threatening.
- Using social media to post or display content that is an intentional public attack on LMC's products and/or services in a manner that a reasonable person would perceive as calculated to harm LMC's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about LMC or its products, unless authorized and approved by LMC.
- Using social media while on working time, unless authorized and approved by LMC.
- Posting a photograph or video of a vendor, supplier, or person supported on social media.
- Misrepresenting on social media an employee's title or position with LMC.

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

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

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

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

### **Unauthorized Interviews**

Employees should not speak to the media on LMC's behalf and should forward all inquiries to the CEO/President and/or the Corporate Compliance Officer. This practice is not designed to prohibit an employee's cooperation with a government investigation, or their ability to speak with government agency representatives on behalf of themselves, or to exercise any other rights they may have available under applicable law.



## **Changes in Status**

### **Changes in Personnel Records**

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

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

### **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources, including requests for references, should be directed to Employee Relations. No employee information should be given by any other employee or manager to an outside source. LMC's practice as to references for employees who have left LMC is to disclose only the dates of employment and the title of the last position held. Supervisors may, at their discretion, provide letters of recommendation on behalf of the employee.

### **Notice of Resignation**

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. For high-impact professional positions, LMC may request 30 days' advance notice prior to resigning.

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

You are responsible for returning LMC property in your possession or for which you are responsible.

### **Exit Interview**

Any employee leaving LMC may be requested to attend an exit interview conducted by the employee's supervisor or Employee Relations. The purpose of the interview is to determine the reasons for separation, resolve any questions of compensation or insurance continuation, arrange the return of LMC property, or attend to other matters related to the separation.

## **To Sum It All Up**

This Handbook highlights your opportunities and responsibilities at LMC. By always keeping the contents of the Handbook in mind, you should be successful and happy in your work here. Once again, welcome to Lakemary Center, and we look forward to working with you.

## Employee Acknowledgment and Agreement

By signing below, I acknowledge that I have reviewed and been able to access an electronic copy of the Lakemary Center, Inc. ("Organization") Employee Handbook and I will familiarize myself with its contents.

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

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

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

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]