

SCHOOL EMPOWERMENT NETWORK · HUMAN RESOURCES

Employee Handbook

Policies, benefits, and expectations for every SENator.

VERSION 2025 · INTERNAL USE ONLY

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Welcome!

We are thrilled to have you on board and believe that your unique skills and talents will make a significant contribution to our organization. Our goal is to provide you with a fulfilling and rewarding employment experience at School Empowerment Network (SEN).

At SEN, we take pride in our commitment to excellence and the reputation we have built for delivering quality. This achievement is a result of the collective efforts of every individual in our organization, including yourself. We hope that you will find great satisfaction in your work here and take pride in being a part of our team.

As a valued member of the SEN team, we have high expectations for your contributions. Your talents and energies are essential in improving both our work environment and the overall quality of our company. We encourage you to bring your unique perspectives and ideas to the table, as we believe that collaboration and innovation are key drivers of success.

We want nothing more than to see you succeed and find happiness in your journey with School Empowerment Network. Our team is here to support you every step of the way, and we are excited about the possibilities that lie ahead.

Sincerely, School Empowerment Network's Leadership Team

1 Introduction

This Employee Manual and policies (the “Handbook” or “Manual”) is designed to assist in achieving consistent personnel practices and to best utilize the human and other resources of the Company in the achievement of its goals and objectives. This Handbook is a guide, it is not meant to serve as a contract of employment, either express or implied, or for any specific duration.

SEN’s Board of Trustees approves the policies of the Company. SEN’s Chief Operating Officer (COO) will be responsible for the implementation of this policy statement and for the development of detailed procedures consistent with its intent and individual objectives. While it is the role of the Board of Trustees to develop and adopt these policies, it is the role of the COO to interpret and implement them.

Each present and subsequent employee of the Company will be provided with a copy of this personnel policy manual and oriented as to its implementation.

These personnel policies may be amended by the Board of Trustees at any time, with a copy of any changes provided to all employees within ninety (90) days.

This policy statement will be reviewed at least annually by the Board of Trustees. The COO may take recommendations to the Board of Trustees for changes at any time.

1.1. What You Can Expect From the Company

SEN believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the Company is working towards meeting the following employee relations objectives:

1. Provide an exciting, challenging, and rewarding workplace experience.
2. Provide employment opportunities on the basis of skill, training, ability, attitude, character, and business need, without discrimination with regard to race, color, religion, creed, ancestry, sex, sexual orientation, national origin, age, marital status, military status, alienage or citizenship, disability that can be reasonably accommodated without undue hardship, veteran status, genetic predisposition, status as a victim of domestic violence, or any other characteristic or status protected by federal, state, or local law.
3. Compensate all employees according to their effort and contribution to the success of the Company.
4. Review wages, employee benefits and working conditions regularly with the objective of being as competitive in these areas as possible, consistent with the various demands on the Company’s limited resources.
5. Assure employees an opportunity to discuss any issue or problem with the COO, the Chief Executive Officer and/or the President of the Board of Trustees.
6. Take prompt and fair action to investigate and resolve any complaint that may arise in the everyday conduct of the Company’s business, to the extent that is practicable.
7. Respect individual rights, and treat all employees with courtesy and consideration.
8. Maintain mutual respect in our working relationships.

9. Promote employees on the basis of their ability and merit.
10. Keep all employees informed of the progress of the Company, as well as its overall goals and objectives.
11. Promote an atmosphere in keeping with SEN's vision, mission, and goals.
12. Maintain an atmosphere that is free from harassment or discrimination on the basis of any protected classification or characteristic.

1.2. What the Company Expects From You

School Empowerment Network needs your help to make each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, efficiently, correctly and pleasantly. Second, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom the Company serves, and how you accept direction can affect the success of our Company. In turn, the performance of one staff member can have an impact upon the entire Company. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Manual

offers insight into how you can perform positively and to the best of your ability to meet and exceed the Company's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making the Company a work environment where you can approach your supervisor to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the Company. We're all human, so please communicate with each other and with management in a professional and constructive manner.

1.3. Open Communication Policy

The Company encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached or if that is not possible, you should arrange a meeting with the Chief Executive Officer to discuss any concern, problem, or issue that arises during the course of your employment. To the extent practicable, the Company will preserve the confidentiality of information discussed in a meeting, consistent with the Company's responsibility to investigate any conduct that is potentially unlawful or in violation of this Manual. Retaliation against any employee for appropriate usage of open communication channels is forbidden. Please remember it is counterproductive to a harmonious workplace for employees to create or repeat circulating rumors or office gossip. It is more constructive for an employee to consult his/her supervisor immediately with any questions, and if that is not appropriate, to contact the Chief Executive Officer.

1.4. Mission

Launched in 2015, School Empowerment Network (SEN) is a national non-profit organization with the mission to create transformational schools where students are treasured, challenged, and inspired. SEN supports educational leaders in developing a vision for their school communities, creating plans grounded in their school community's reality, and providing support to those schools to ensure positive outcomes for ALL students.

2 Equal Opportunity & Anti-harassment

2.1. Equal Opportunity Employment

The Company is committed to Equal Employment Opportunity (EEO) and to compliance with federal, state and local anti-discrimination laws. The Company supports the principles of equal opportunity and diversity in employment. The Company seeks to ensure that no person encounters discrimination in employment based on race, color, religion, sex, national origin, age, disability, genetic information, ancestry or ethnicity, alienage or citizenship status, or any other protected category under federal, state or local laws. In addition, Company policy prohibits discrimination against an applicant for employment or internship based on marital status, race, color, religion, partnership status, sexual orientation, gender identification, domestic violence victim status, arrest record, or prior criminal convictions. This commitment applies to all Company employment practices including, but not limited to, hiring, termination, retention, promotion, tenure, recruitment, or compensation.

SEN has contracted with JUSTWORKS HR to support the management of the Company's human resources administrative functions. JUSTWORKS is responsible for assisting SEN with strategically integrating effective HR processes, programs and practices into the Company's daily operations. JUSTWORKS enables Companies to manage their human resources administrative functions, using HR expertise to help them to positively impact the well-being of their employees. In some situations, SEN employees may need to contact JUSTWORKS HR; please email them at support@justworks.com.

JUSTWORKS's functions include ensuring the Company complies with its own policies and the various Federal laws enacted to prohibit discrimination in all aspects of employment. These laws include but are not limited to:

- Title VII of the Civil Rights Act of 1964 (Title VII), as amended
- Age Discrimination In Employment Act of 1967 (ADEA), as amended
- Title I, Americans With Disabilities Act, as amended
- Equal Pay Act of 1963 (EPA), as amended
- Civil Rights Act of 1991, as amended

Employee awareness of workplace discrimination, harassment and retaliation is essential in helping us achieve our goals. The Company provides awareness training using a variety of methods including but not limited to new employee briefings, staff trainings, and publications and technology to inform all employees of their legal obligations and protections in the context of daily work situations. Employees will model best practices and professional behavior of a diverse team. It is against the Company's policy for anyone to intentionally:

- Discriminate against anyone in a legally protected class in the recruitment, hiring, training, compensation, benefits, promotion, transfer termination, lay-off, reduction in workforce, or any other terms or conditions of employment;
- Make any comments, display or distribute any materials that constitute unlawful harassment based on an individual's membership in a legally protected class; or
- Deny a person any service, other program benefits, or financial aid based on the individual's legally protected classification.

Any employee who has become aware of violations of this provision has the affirmative obligation to report the conduct to SEN's COO and JUSTWORKS HR.

The Company shall comply with the intent of the Americans with Disabilities Act of 1990, as amended, and will not discriminate against any individual with a disability who is otherwise qualified for employment. Reasonable accommodation will be provided to individuals with a known physical or mental limitations, including a temporary disability or one related to pregnancy, childbirth or lactation, of an otherwise qualified individual with a disability who is an employee or applicant for employment if such accommodation would not impose an undue hardship on the Company and would enable the individual to apply for or perform the essential functions of the position in question. Any qualified employee or applicant with a disability who requires a reasonable accommodation in order to perform the essential functions of his/her job should notify his/her supervisor and request such an accommodation. The Company will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable, will not impose an undue hardship and neither the employee nor the accommodation would pose a direct threat to the health and/or safety of the individual or others, the Company will make the accommodation. The individual is encouraged to fully cooperate with the Company in seeking and evaluating alternatives and accommodations. The Company may require medical verification of both the disability and the need for accommodation. For further information, please contact SEN's COO.

The Company will make reasonable accommodations in accordance with applicable law for employees' observance of religious holidays and sincerely held religious beliefs unless doing so would cause an undue hardship on Company operations. If you desire a religious accommodation, you are required to make the request in writing to your supervisor as far in advance as possible.

2.1.1. EMPLOYMENT OF PERSONS WITH CONVICTION HISTORY

In accordance with New York State Corrections Law, SEN will not deny employment to, or take adverse employment action against a person who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, whose conviction(s) preceded his/her employment or application for employment with the Company, except where permitted or mandated by law.

When applicable to determining whether an offer of employment will be made or continued employment is appropriate, the Company will weigh all factors set forth by New York State Correction Law Article 23-A concerning an applicant's or employee's previous criminal conviction(s). These factors are:

- The public policy of New York State to encourage the employment of persons previously convicted of one or more criminal offenses;
- The specific duties and responsibilities necessarily related to the employment sought or held by the person;
- The bearing, if any, the criminal offense(s) for which the person was previously convicted will have on his/her fitness or ability to perform one or more such duties or responsibilities;
- The time which has elapsed since the occurrence of the criminal offense(s);
- The age of the person at the time of the criminal offense(s);
- The seriousness of the offense(s);
- Any information produced by the person, or produced on his/her behalf, in regard to his/her rehabilitation and good conduct; and
- The legitimate interest of the Company in protecting property, and the safety and welfare of specific individuals or the general public.

At the request of any person previously convicted of one or more criminal offenses who has been denied employment by the Company, the Company shall provide, within thirty (30) days of such request, a written statement setting forth the reasons for such denial.

2.1.2. CONVICTIONS & ARRESTS DURING EMPLOYMENT

Employees have a continuing obligation to inform the Company of any subsequent convictions. If a conviction is reported or discovered, the Company must investigate and determine whether termination is appropriate. Employees must notify the COO within 48 hours of being arrested or charged with any local, state or federal crime, misdemeanor or other offense, unless the criminal action or proceeding has already been terminated in favor of the employee. Such notification will not necessarily disqualify you from continued employment.

2.2. Employment at Will

This Manual contains guidelines only and supersedes any prior policies, statements or manuals. This Manual does not create a contract between the Company and any employee. Your employment is "at-will." This means that the employment relationship is not guaranteed for any period of time, and that either you or the Company may end the employment relationship at any time without notice, cause or liability. This notice applies to all employees regardless of date of hire.

Flexibility in personnel matters is key to the Company's ability to respond to the changing needs of our business, employees, and communities. We therefore reserve the right to change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time with or without prior notice. Any such action will apply to existing employees as well as those hired after the change is made.

2.3. Anti-harassment 2.3.1. the Policy

It is the policy of the Company to prohibit harassment based on inclusion in a protected class from occurring in the workplace or at any other place where a Company-sponsored event takes place. The purpose of this policy is not to regulate personal morality, or to encroach on employees' personal lives, but to demonstrate SEN's commitment to maintaining a workplace environment that is free of harassment of and by its employees.

2.3.2. DEFINING HARASSMENT

SEN intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort of verbal, physical or visual on the basis of a protected characteristic will not be tolerated. These characteristics include, but are not necessarily limited to, race, color, creed, religion, gender, sexual orientation, age, national origin, citizenship status, ancestry, veteran status, physical or mental disability, marital status, genetic information or any other protected status defined by law. Such conduct when severe or pervasive may also violate the law. Improper conduct may violate our policy, even if it is not as severe or pervasive as to be illegal.

Harassment that violates this policy may take many different forms including, but not limited to:

- Any conduct that creates a hostile environment or that embarrasses or humiliates another individual;
- Verbal conduct, such as epithets, derogatory comments, slurs or unwelcome comments or jokes;
- Visual conduct, such as derogatory posters, photographs, pictures, e-mails, screensavers, cartoons, drawings or gestures;
- Physical conduct, such as assault, blocking normal movement, restraint, touching or physical interference with work;
- Threats or demands to submit to certain non-work related actions in order to keep or get a job, to avoid some other loss or as a condition of receipt of job benefits, job security or promotion; and
- Retaliation for having reported harassment or discrimination, or having assisted another employee in reporting harassment or discrimination.

Any employee, who feels that he/she has been the subject of harassment in violation of this policy, whether by a co-worker, supervisor, board trustee, agent, contractor, guest or vendor of the Company, must immediately report this action to his/her supervisor or Board President.

2.4. Sexual Harassment

The Company is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees must work in a manner that prevents sexual harassment in the workplace. This policy is one component of our commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a

While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing an internal complaint with their supervisor, another manager, or the Company Operations leader. Employees may also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy

- 1.** This policy applies to all employees, applicants for employment, interns (paid or unpaid), contractors and non-employees² conducting business, regardless of immigration status. In this policy, the term “employees” refers to this collective group.
- 2.** Sexual harassment is not tolerated. Anyone covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, including but not limited to, counseling, suspension, and/or termination.
- 3.** Retaliation Prohibition: No one covered by this policy shall be subject to adverse action because they report an incident of sexual harassment, provide information, or otherwise assists in any investigation of a sexual harassment complaint. The Company will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees working in the workplace who believe they have been subject to retaliation should inform their supervisor, another manager, or the Company Operations leader immediately. All employees may also seek relief in other available forums, as explained in the below Legal Protections section.
- 4.** Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Company to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
- 5.** The Company, with the support of JUSTWORKS HR, will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment or otherwise knows of possible sexual harassment occurring. The Company will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
- 6.** All employees are encouraged to report any harassment or behaviors that violate this policy. A complaint form is included at the end of this policy for employees to report harassment and file complaints.
- 7.** Managers and supervisors must immediately report any complaint that they receive, or any harassment that they observe or become aware of to the Company Operations Leader. The Company Operations Leader must then notify JUSTWORKS HR by calling (888) 534-1711.
- 8.** This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy is provided to all employees upon hire.

A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as

independent contractors, “gig” workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and local law. It includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual’s employment.

A hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual’s sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient’s job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors, also called “quid pro quo” harassment. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment.

Any employee who feels harassed should file a report so that any violation of this policy can be investigated and corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describe some of the acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as: o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body; o Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as: o Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments; o Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as: o Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as: o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job; o Sabotaging an individual's work; o Bullying, yelling, name-calling.

Who Can be a Target?

Sexual harassment can occur between any individuals, regardless of their sex or gender. NY law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracted to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, or visitor.

Where and When Can Sexual Harassment Occur?

Sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for work or at employer-sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Retaliation can include any action that could discourage an employee from coming forward to make or support a sexual harassment claim. Adverse action may not necessarily be job-related or occur in the workplace (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and local law. The NY State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- Testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- Opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been sexually harassed; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone’s responsibility. The Company cannot prevent or remedy sexual harassment unless it knows about it. Any employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report the behavior to their supervisor, another manager, or the Company Operations leader. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report the behavior to their supervisor, another manager, or the Company Operations leader.

Reports may be made verbally or in writing. All employees are encouraged to use the written complaint form that is included in this policy. Employees who are reporting sexual harassment on behalf of someone else should also use this form and note that their complaint is on another employee’s behalf.

Employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior, or for any reason suspect that sexual harassment is occurring, are required to report the behavior to their supervisor, another manager, or the Company Operations leader.

In addition to being subject to discipline if they engaged in harassing conduct themselves, supervisors and managers will also be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint & Investigation of Sexual Harassment

The Company will investigate all complaints or information about sexual harassment, whether it was reported verbally or in writing. An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be

kept confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Company will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Company will conduct an immediate review of the allegations, and take any interim actions (e.g., instruct the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, encourage the individual to

complete the Complaint Form. If they refuse, prepare a Complaint Form based on the verbal report.

- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create written documentation of the investigation (i.e., letter, memo or email), which contains the following:
 - o A list and detailed summary of all relevant documents reviewed;
 - o A list of interviewee names and a detailed summary of their statements;
 - o A timeline of events;
 - o A summary of prior relevant incidents, reported or unreported; and
 - o The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep all documentation in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections & External Remedies

Sexual harassment is not only prohibited by the Company but is also prohibited by state, federal, and local law. In addition to the Company's internal process, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney. In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in NY State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in NY State Supreme Court.

Complaints with DHR may be filed any time within one (1) year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across NY State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact your local police department.



**Combating
Sexual Harassment**

NY State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment. If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to the Company Operations Leader. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the Company will complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

Complainant Information

Name:

Work Address: Work Phone:

Job Title: Email:

Select Preferred Communication Method: ☐Email ☐Phone ☐In person

Supervisory Information

Immediate Supervisor's Name:

Title:

Work Phone: Work Address:

Complaint Information

1. Your complaint of Sexual Harassment is made about:

Name: Title:

Work Address: Work Phone:

Relationship to you: ☐Supervisor ☐Subordinate ☐Co-Worker ☐Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? ☐Yes ☐No

- 4.** Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:

The last question is optional, but may help the investigation.

- 5.** Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

Complainant Signature: _____ Date: _____

Instructions for Employers

If you receive a complaint, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.

2.5. Investigation & Remediation

If an employee believes that he/she has experienced sexual harassment or other forms of harassment, or believes that he/she has witnessed sexual or other forms of harassment, that employee should immediately notify JUSTWORKS HR or any Company official with whom that employee feels comfortable. All reports of sexual harassment will be promptly investigated by JUSTWORKS HR or a Company official who is not involved in the alleged harassment, and will be kept confidential to the extent possible. If a Company official or their designee is involved in the reported conduct, or for some reason the employee feels uncomfortable about making a report to a Company official or JUSTWORKS HR, the employee should make a report directly to SEN's Board President.

If an investigation confirms that harassment has occurred, the Chief Executive Officer shall take appropriate corrective action which may include, but not be limited to, an official memorandum in an employee's personnel file, salary adjustment, or the termination of the offending employee.

All reports of harassment will be treated seriously and kept confidential to the extent practicable. However, absolute confidentiality is not promised nor can it be assured.

No employee shall be subject to employment-based retaliation, intimidation, or discipline as a result of making a complaint of sexual harassment. However, disciplinary action up to and including termination may be taken against anyone who knowingly makes a false, meritless, or malicious claim of sexual harassment.

2.6. Whistleblower Policy

The Company requires all directors, officers and employees to observe high standards of business and personal ethics, as such personal ethics relate to the organization, in the conduct of their duties and responsibilities. Employees and representatives of the Company must practice integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

This policy is not a vehicle for reporting violations of the Company's applicable human resources policies, problems with co-workers or managers, or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, all of which should be dealt with in accordance with the Company's Handbook.

The matters which should be reported under this policy, include suspected fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, misuse of the Company's assets, or suspected regulatory, compliance, or ethics-related issues, concerns, or violations.

Under the Occupational Safety and Health Act (OSH Act), employees may file complaints with OSHA if they believe that they have experienced discrimination or retaliation for exercising any right afforded by the OSH Act, such as complaining to the employer union, OSHA, or any other government agency about workplace safety or health hazards; or for participating in OSHA inspection conferences, hearings, or other OSHA-related activities. Under the Asbestos Hazard Emergency Response Act (AHERA), employees may file complaints with OSHA if they believe they have experienced discrimination or retaliation for reporting alleged violations of environmental laws relating to asbestos.

2.6.1. REPORTING RESPONSIBILITY

It is the responsibility of all directors, officers and employees to report in good faith violations or suspected violations of high business and personal ethical standards, as such personal ethics relate to the organization, and/or applicable legal requirements ("Violations") in accordance with this Whistleblower Policy.

2.6.2. REPORTING VIOLATIONS

Questions, concerns, suggestions, or complaints regarding the ethical and legal standards noted above should be addressed directly to the SEN's Board President.

2.6.3. NON-RETALIATION

No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequences because of such report. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Company prior to seeking resolution outside the Company.

Notwithstanding anything contained herein to the contrary, this Whistleblower Policy is not an employment contract and does not modify the employment relationship between the Company and its employees, nor does it change the fact that employees of the Company are employees at-will. Where provisions exist elsewhere under law and/or

Company policy governing the disclosure of information and other obligations, and /or retaliation relative to such disclosure, such laws and/or Company policies shall govern.

2.7. Investigations

The Board President may delegate the responsibility to investigate a reported violation, whether relating to accounting and auditing matters or otherwise, to one or more employees of the Company or to any other individual, including persons not employed by the Company. The Board President will not delegate such responsibility to an employee or other individual who is the subject of the reported Violation or in a manner that would compromise either the identity of an employee who reported the Violation anonymously or the reasonable confidentiality of the complaint or resulting investigation. Notwithstanding anything herein to the contrary, the scope, manner and parameters of any investigation of a reported Violation shall be determined by the Board President in his/her sole discretion and the Company and its employees will cooperate as necessary in connection with any such investigation.

2.7.1. ACTING IN GOOD FAITH

Anyone filing a complaint concerning a violation must act in good faith and have reasonable grounds for believing the information disclosed may indicate a violation of such standards. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

2.7.2. CONFIDENTIALITY

In making a complaint or submission, an employee of the Company may request that such complaint be treated in a confidential manner (including that the Company take reasonable steps to ensure that the identity of the employee making the complaint remains anonymous). The Company takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any employee reporting a violation to identify him or herself so as to facilitate any resulting investigation. Employees may, however, submit complaints on an anonymous basis. Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

2.7.3. HANDLING OF REPORTED VIOLATIONS

JUSTWORKS HR or the Company official will notify the sender and acknowledge receipt of the reported violation or suspected violation within five (5) business days, but only to the extent the sender's identity is disclosed or a return address is provided. All reports will be promptly investigated; the scope of any such investigation being within the sole discretion of the Board President, and appropriate corrective action will be taken if warranted by the investigation.

2.7.4. RECORDS

The Company will retain on a strictly confidential basis for a period of seven (7) years (or otherwise as required under the Company's record retention policies in effect) all records relating to any complaint and to the investigation and resolution thereof. All such records are confidential to the Company and such records will be considered privileged and confidential. All employees are required to immediately inform the Company and JUSTWORKS HR if they become aware of a potential or actual litigation, external audit, investigation, or similar proceeding.

2.8. Problem Resolution Procedure

It is the policy of the Company to treat employees in a fair and impartial manner. The Company is firmly committed to the belief that undisclosed problems will remain unresolved and eventually lead to a decay of work relationships, dissatisfaction in working conditions, and a decline in operational efficiency. The Company therefore tries to solve problems as quickly, fairly, and informally as possible. If a problem should arise between members of the community, employees are encouraged to speak directly to each other for discussion and resolution. If the two are unable to resolve their differences, concerns should be brought before the Chief Executive Officer. If the Chief Executive Officer is unable to resolve, concerns should be brought to the President of the Board.

The Company promotes a quality work environment for all employees, one that encourages a high level of individual and team contribution in support of organizational goals. The Company believes that open communication is essential to a successful work environment and that all employees should feel free to seek answers to work-related questions and raise issues of concern without fear of reprisal or retaliation.

The underlying philosophy of the Company's open-door policy is to provide an effective and timely process for employees to seek solutions to work-related questions, concerns or problems.

If for any reason, you do not feel comfortable discussing a work-related concern with your manager, you should bring the issue to the attention of SEN's Chief Executive and/or Board of Trustees.

3 Commencement of Employment

3.1. Form I-9

SEN is required to maintain employment eligibility verification on the U.S. Citizenship and Immigration Service's Form I-9 for each employee. If an employee fails to provide the required supporting documentation confirming their identity and authorization to work in the United States within three (3) days after the date of hire, the employee will be terminated in compliance with the law.

3.2. Employment Types 3.2.1 Executive and Administrative

Executives and Administrators are employees responsible for the management of the operations of the Company. These employees are required to work the approved Company calendar. Administrative employees may include, but are not limited to: Chief Executive Officer, COO, Chief of Staff and Director of Development.

3.2.2. PROGRAM MANAGEMENT

Program Managers are employees responsible for implementing rigorous intra-district search processes to identify educators with the competencies and mindsets that are prerequisites for success, as well as providing direction and support to help them formulate and stay focused on their school leadership vision, and to maintain positive momentum in the face of the inevitable challenges they will encounter. These employees are required to work the approved Company calendar and schedule/request their time off considering the calendar of the schools/clients they work with. Program management employees may include, but are not limited to: Senior Program Director, Program Director and Director of Recruitment and Selection.

3.2.3. INDEPENDENT CONTRACTOR

An Independent Contractor is a person, business, or corporation that provides goods or services to the Company under terms specified in a contract. An independent contractor is not considered an employee of the Company. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax. Classification of independent contractors or employee depends on the facts in each case. For more information contact JUSTWORKS HR.

3.3. Position Classifications

At the time you are hired, you are classified as either:

- Regular or temporary;
- Full-time or part-time; and
- Exempt or non-exempt.

You will be advised as to your classification at the time of hire.

3.3.1. REGULAR EMPLOYMENT

Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" employees. Such employees may be full or part-time, exempt or non-exempt.

3.3.2. TEMPORARY EMPLOYMENT

From time to time, the Company may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Temporary employees are not eligible for paid holidays, paid leave or any other benefit to which employees with regular status are entitled during the time spent as a temporary employee.

Normally, a temporary position will not exceed six (6) months in duration, and a temporary employee does not become a regular employee by virtue of being employed longer than the agreed-upon specified period. Seasonal employees and interns are also considered temporary employees.

3.3.3. FULL-TIME EMPLOYMENT

An employee whose regular workweek is at least 30 hours in length is considered a full-time employee. Unless otherwise expressly stated in Section 4 of this Manual or required by law, the benefits described in Section 4 apply only to regular full-time employees.

3.3.4. PART-TIME EMPLOYMENT

An employee whose regular workweek is fewer than 30 hours in length is considered a part-time employee. Part-time employees are not eligible for benefits or leave accruals as stated in this manual, with following exceptions:

- All employees have workers' compensation coverage.
- New York State and New York City Paid Sick Leave
- Time off work without pay for a part-time employee may be granted at the sole discretion of the Chief Executive Officer or his/her designee.

3.3.5. ON-CALL EMPLOYMENT

An on-call employee has no specific period of employment and is hired on an as needed basis. On-call employees are not eligible for paid holidays, paid leave or any other benefit to which employees with regular status are entitled.

3.3.6. FAIR LABOR STANDARDS ACT (FLSA)

Positions that employees hold will also be classified as either exempt or non-exempt pursuant to the Fair Labor Standards Act. An employee is exempt from the overtime provisions of the Fair Labor Standards Act when s/he holds a position that meets specific standards for executive, administrative, professional, or highly compensated categories under the FLSA. An employee who is considered exempt is not paid overtime for hours worked in excess of forty (40) per week. A non-exempt employee is one which occupies a position which is covered by the overtime provisions of the FLSA and must be paid time and one half for hours worked in excess of forty (40) per week. The computation for hours worked in excess of forty (40) does not include holidays, vacation, sick leave, or other time off.

3.4. Outside Employment

If you are interested in holding a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, the Company would like to know about it. Before accepting any outside employment you are encouraged to discuss the matter with SEN's CEO. We do not permit employees to take outside jobs which create, in the sole discretion of the Company, a conflict of interest. This includes working independently if it competes in any way with the Company. If you are unsure what jobs may constitute a conflict of interest, please contact the CEO.

3.5. Compensation 3.5.1. Payment Schedule

Our semi-monthly payroll periods begin on the first and 16th day of every month and end on the 15th and 31st of every month, respectively. There are twenty-four (24) pay periods each year and contributions for benefits are allocated across all paychecks. Employees who begin employment in the middle of a pay period will be paid on a prorated basis from the first day they work.

Part time employees are only paid for time worked. Your supervisor or the COO will distribute paychecks. If you choose to have your paycheck directly deposited into a bank account, electronic pay statements will be available on a per pay period basis.

Changes will be made and announced in advance whenever Company holidays or closings interfere with the normal pay schedule.

3.6. Salary Advances

SEN does not provide salary advances to its employees.

3.7. Time & Place of Payment

If you would like to setup direct deposit of your pay, please visit the “Payroll” area in your JUSTWORKS Portal profile and add your banking information. After one pay cycle, your pay will be deposited into your account using the account information that you provide. If you do not elect direct deposit, your paycheck will be mailed to your home address on record with the Company.

3.8. Wage Garnishment

The Company complies with any and all court orders, the Consumer Credit Protection Act, and any other applicable laws or orders with regards to wage garnishments and/or wage attachments. On receipt of a court order, the Company will notify the employee immediately, begin withholding the specified portion of the employee’s wages, and provide the employee a copy of the order.

3.9. Policies for Errors in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made for any reason, including, but not limited to, an overpayment, underpayment, or improper deduction, please contact the COO immediately. Paycheck errors of less than \$200.00 will be corrected on the next regularly scheduled payroll period. Paycheck errors over \$200.00 will be handled on an individual basis depending on the circumstances.

If the matter is not resolved within two weeks of the date on which the employee raised the matter, he/she may contact JUSTWORKS HR at support@justworks.com. JUSTWORKS will contact the employee within two (2) business days of receiving the complaint to ascertain more details about the complaint. JUSTWORKS, alone or in consultation with legal counsel, shall investigate and communicate a decision in writing to the employee no later than two (2) weeks after the employee contacted JUSTWORKS.

3.10. Employment Records 3.10.1. Employment Records

In keeping with the growing recognition of individual rights to privacy, we maintain only those records and collect only personal information that is necessary for organizational purposes. We make every effort to maintain the

confidentiality of all personal information. However, the Company will cooperate with and provide access to personnel files to local, state and federal agencies in accordance with applicable laws. Personnel and medical files are the property of the Company and access to the information is restricted. Employees will not be allowed to view investigation records, letters of reference, or other materials in personnel files. SEN will provide access and disclose such information when required by law.

We need to maintain up-to-date information about you to enable us to aid you and/or your family in emergencies. Please keep your information updated via your JUSTWORKS Portal online profile. Examples of information that you should update in the Portal include home address, emergency contacts, home telephone number, personal email, marital status, number of dependents, beneficiaries, tax form exemptions, certification and professional license information.

3.10.2. MEDICAL RECORDS

Confidential health and medical records are not included in your personnel file. The Company will safeguard such records from disclosure and will divulge only that information: (1) as allowed by law, as referenced in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other federal or state law; (2) to the employee's personal physician upon written request of the employee; (3) as required for Workers' Compensation cases; (4) on a need-to-know basis, in connection with matters in which the employee has put his/her health or ability to perform his/her job in issue; or (5) as otherwise required by law.

3.10.3. VERIFICATION OF EMPLOYMENT

SEN does not respond to oral requests- please email all employment verification requests to the COO. Dates of employment and job title will be provided when employment verification is requested. Wage/salary information will only be provided if the appropriate authorization and/or release is

received. The Company will not provide recommendations and/or terms of separation and/or rehire status unless required by law.

Employees must not, under any circumstances, respond to any requests for information regarding another employee unless it is part of his/her assigned job responsibilities. If you receive any such requests, please forward it to the COO.

3.10.4. ANNIVERSARY DATE

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

4.1. Work Days & Work Week

All employees are required to work according to a schedule determined by the Company. Regular attendance, or availability when working from a remote location, is essential to the Company's efficient operation and is a necessary condition of employment. Employees are expected to report to work or be available as scheduled and on time. The standard work week for the Company will be Monday to Friday 9:00 a.m. to 5:00 p.m. During regular hours of business all SEN staff is expected to be able to attend calls and in-person team meetings. When working from home offices, staff is expected to be available on short notice during these hours of work over email, phone, teleconference, etc.

If it is impossible to report for work as scheduled, please inform the COO by 6:00 a.m. on the day you are scheduled to work. If the absence is to continue beyond the first day, the employee must notify the COO on a daily basis unless otherwise arranged. It is the responsibility of each employee to notify the COO. Absence for three (3) consecutive workdays without notifying the COO is considered a voluntary termination. If you will arrive to work or be available late, you should advise the COO when you expect to arrive or be available. If you are unable to call in yourself because of an illness, emergency, or other reason, someone else must call in for you, if possible.

4.1.1. LATENESS

If an employee will arrive to work late, they should advise their supervisor by phone at least thirty (30) minutes prior to their expected start time. Employees should notify their supervisor of when they expect to arrive or be available for work.

4.1.2. EARLY DISMISSAL

Employees needing to leave work prior to the end of their normally scheduled workday must submit a request to the COO in advance, typically at the start of the employee's work day. The approval or denial of the request will be at the discretion of the Supervisor and subject to the operational needs of the Company. Supervisors are not required to approve an early dismissal. If an employee stops working before their scheduled end time without prior approval, disciplinary action may be taken. Excessive absence and lateness is unacceptable and can result in disciplinary action, up to, and including suspension and/or termination.

4.2. Work Hours Policy 4.2.1. Non-exempt Employees

Non-exempt employees (those employees who are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) who work over forty (40) hours in any particular week will be

paid overtime for those additional hours at the rate of time and one-half unless state law dictates otherwise. All non-exempt employees are required to use the Company's time and attendance process to track their daily hours worked. Time records cover one workweek and must be completed by the close of each workday. The following points should be considered in filling out time records:

1. Employees must record their start time, time out for lunch, time in after lunch, any breaks taken (including start and end times), quitting time and total hours worked of each workday.

2. Employees' time worked should be reviewed and submitted by the employee on a schedule provided by the COO. Time not worked for which an employee is entitled to be paid (i.e., paid absences, paid holidays, paid vacation time, etc.) should be included in the records.
3. Overtime must be authorized in advance and in writing by the COO before over forty (40) hours are worked in any given week.
4. The COO will assign overtime (if any) to non-exempt employees as needed. Employees are not permitted to work overtime without the prior approval of the COO. If the Company finds that an employee has worked overtime hours that were not approved in advance, appropriate disciplinary action will be taken.
5. Non-exempt employees will be compensated for attendance at lectures, meetings and training programs if such attendance is requested by management.

4.2.2. EXEMPT EMPLOYEES

Personnel employed in executive, administrative, professional or certain computer-related capacities are generally exempt from overtime under the provisions of the Fair Labor Standards Act. To account for daily attendance, exempt employees are required to send an email to the COO to notify him/her of all non-regular days so that each day can be recorded on the appropriate form as "Regular," "Vacation," "Sick," "Personal," "Bereavement" or "Jury Duty." The Company's policy regarding salary payments to exempt employees is set forth below.

All employees classified as "exempt" from overtime must be paid on a salary basis (except professional employees paid on a fee basis and exempt computer professionals). This means that the employee must be paid, on a bi-weekly or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quantity or quality of work performed. Except as provided below and in accordance with Department of Labor regulations, an exempt employee will receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. The Company prohibits deductions from the salary of exempt employees for absences occasioned by the Company or by the operating requirements of the Company or that are otherwise prohibited by Department of Labor regulations regarding payment of exempt employees on a salary basis.

4.3. Travel Expectations for Exempt Staff

All exempt employees are expected to travel to clients' site three (3) days every other week (approximately 23 times per year), and to travel to three (3) business development trips per year. All exempt employees are also expected to attend two (2) three-day retreats per year in New York or Texas. In summary, exempt employees are expected to be able to make up to twenty-eight [28] three-day trips per year.

4.3.1. TEMPORARY RELOCATION BONUS

From time to time, client needs might require the temporary relocation of exempt employees. Temporary relocation refers to periods of time greater than 12 continuous work months – it does not refer to any of the normal twenty-eight (28) trips required of exempt employees each year. SEN will provide temporarily relocated employees with an annual bonus to help compensate for costs related to their temporary relocation. This bonus will be calculated based on the current average cost to travel to/from the client to the employee's regular location. The calculation will take into account lodging,

meals, transport, and other expenses regularly covered for SEN business travel. The exact bonus amount will be determined by the COO and may change over time, based on average market pricing. This annual bonus will be offered for up to three years, after which the relocation will be considered permanent.

The bonus will be paid out in two (2) equal installments. The first half will be paid out in the next regular payroll following the beginning of the temporary relocation period. The second half will be paid out in the next regular payroll following the midpoint date of the relocation period. Employees will need to review and sign a separate bonus payout agreement before any payments will be made. While employees will not be required to provide receipts or other documentation to SEN showing what they have spent the bonus on, the bonus' purpose is to ease financial hardship related to the temporary relocation. No additional relocation-related bonuses or payments will be approved. If your employment with SEN ends while you are on a temporary relocation assignment, you forfeit any amount of your relocation bonus that has not yet been paid to you.

4.4. Overtime

For non-exempt employees, hours worked in excess of forty (40) per week must have the COO's advance approval in writing.

4.5. Nursing Mothers Policy

The Company will abide by the "Breastfeeding Mothers Bill of Rights" which requires employers to provide a reasonable break time for an employee to express breast milk for her nursing child for up to three (3) years after the child's birth each time that employee has need to express milk. The Company will make a concerted effort to accommodate mothers who choose to continue to breastfeed after returning to work.

The Company will attempt to provide a private room, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public, or space that is sanitary and close to an employee's work area, to express milk during work hours. The Company will endeavor to provide a room with an electrical outlet, comfortable chair and nearby access to running water. Employees who have a private office area may use it for breastfeeding or milk expression.

Employees will provide their own breast pump. Employees may use their own cooler packs to store expressed breast milk or may store milk in a designated refrigerator/freezer. Employees should provide their own containers, clearly labeled with their name and the date.

The Company will attempt to provide a breastfeeding employee with adequate breaks for flexible breastfeeding or pumping. The time used for these purposes should not exceed the normal time allowed for lunch and breaks.

4.6. New York City Pregnancy Accommodation

The Company will provide employees with reasonable accommodations for pregnancy, childbirth, and related medical conditions, unless the accommodation would cause an undue hardship. Reasonable accommodations may include but are not be limited to, restroom breaks, breaks to facilitate increased water intake, periodic rest for those who stand for long periods of time, and assistance with manual labor. The Company must be notified of an employee's need for an accommodation.

4.7. Company Closing – Severe Weather & Emergency Conditions

In the event of severe weather conditions or other emergencies, the Chief Executive Officer may decide to close the Company for all or part of the day. If this decision is made, you will be notified as soon as possible. Employees will be notified of the closure via email/phone. For full-time employees, no loss of pay will occur as a result of early dismissal for this reason. Likewise, if such employees report to work

and find that the Company is unexpectedly closed due to an emergency, no loss of pay will occur. Any employee on a previously-approved vacation, personal, or sick day shall not be paid from their time off balance during severe weather or emergency periods- they will be paid using a weather/emergency code.

5.1. Performance Review & Evaluation

Because we want you to grow and succeed in your job, employees are informally evaluated throughout the year. In addition, the Company will conduct at least one formal review for each employee per year. New employees may also be reviewed near the end of their first 90 days of employment, and a review may be conducted in the event of a promotion or change in duties and responsibilities.

During a formal performance review your supervisor may cover the following areas:

- The quality and quantity of your work
- Strengths and areas for improvement
- Attitude and willingness to work
- Initiative and teamwork
- Attendance and punctuality
- Problem solving skills
- Ongoing professional growth and development

Additional areas may also be reviewed as they relate to your specific job.

Your review provides an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals. He/she may be able to recommend further training or additional opportunities for you. The performance review gives your supervisor an opportunity to suggest ways for you to advance and make your job at the Company more fulfilling and to address difficulties you may be facing.

Your supervisor can answer any questions you may have about the performance review process.

5.1.1. COMPENSATION REVIEWS

Notification of annual salary increases are usually made at the end of the Company year and are applicable in the following Company year.

Business Expenses – Reporting & Reimbursement

When traveling and in the course of normal business, employees will incur expenses on SEN's behalf or as part of their on-site coaching responsibilities. Any expense-related questions should be directed to SEN's COO. Employees must follow these guidelines:

- Spend SEN's money wisely. Make every effort to save money and use approved vendors.
- Each SEN traveler will have a SEN corporate American Express credit card. Employees must use this card for all travel and business-related expenses.
- Whenever possible, have expenses, especially expensive items such as flights and hotels, pre-approved by SEN's COO.
- Keep a receipt for every expense. Employees must substantiate all expenses on a monthly basis. Substantiation includes verification of who incurred the expense, what the expense entailed, the location and the date of the expense. Employees will prepare a monthly expense report using Expensify or another expense-reporting platform as directed by the COO. Expense reports must fully reconcile any use of SEN's corporate credit card or disciplinary action may be taken, up to and including termination of employment.
- Employees should make every effort to use their corporate card but in some cases vendors may not accept AMEX cards. SEN will reimburse employees for work-related out-of-pocket expenses they incur. Employees must substantiate these expenses in the same manner as for the SEN corporate AMEX card. In the monthly Expensify report, indicate an expense type of "cash."
- The daily limit for meals is \$75. Employees may distribute this allowance however they prefer between breakfast, lunch, dinner and snacks.
- Employees may not use SEN funds to purchase alcoholic beverages or entertainment.

SEN will cover travel expenses, including:

- The cost of travel to and from the airport, bus, or train station, including parking expenses and tolls.
- The cost of airline, bus, or train tickets; all tickets must be coach/economy class.
- The cost of an economy class rental car.
- The cost of lodging (employees should select moderately priced lodging).
- The cost of meals (excluding alcoholic beverages), up to a total of \$75 per full day of travel.
- The cost of mileage when using a personal car. SEN will use the current IRS mileage rate to calculate these reimbursements.

Employees must keep in mind that they are using SEN's resources when paying for business-related expenses. The Company expects employees to save money wherever possible.

6.1. Per Diem Tip Policy

We understand that there are times when you will need to leave a cash tip for porters, baggage carriers, hotel maids, valets, bellhops, servers, etc., while traveling for School Empowerment Network. SEN will reimburse up to \$20 per full day of travel (100% of rate) and \$15 for the first/last day of travel (75% of rate) per IRS regulations.

Anything over \$20/day must be pre-approved by the COO via a written explanation of why there is a need for excessive cash tipping, and these occurrences should be rare.

As resources permit, SEN will provide its employees with opportunities for professional development.

7.1. Training

In-service training will provide employees with the skills, training and experience necessary to enable job performance. Attendance at approved training is recognized as an important means for employee development. In-service may be mandatory at the Chief Executive Officer's discretion based upon workloads, time schedule and need for such training.

7.2. Conferences

In order to encourage professional development, employees shall be eligible for attendance at professional conferences as approved by the Chief Executive Officer within the limitation of funds availability. Employees may, with approval from the Chief Executive Officer, attend professional conferences or conventions on the Company's time at their own expense.

Company leadership or any member of the Board of Trustees may also be eligible to attend conference and to be reimbursed for expenses upon approval by the Chief Executive Officer or Board of Trustees, respectively.

8.1. Benefits

The Company is committed to sponsoring a comprehensive benefits program for all eligible regular employees. In addition to receiving an equitable salary and applying for other compensation (e.g. tuition reimbursement) and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain you will agree that the benefits program offered represents a very large investment by the Company.

All full-time regular employees will receive the insurance and other benefits offered by the Company. Eligibility, coverage, deductibles and carriers of such benefits are subject to modification or termination at any time at the sole discretion of the Company or the respective insurance carriers. These benefits may be modified or discontinued at the sole discretion of the Company at any time.

Benefits information can always be found in the online JUSTWORKS Portal. More detailed descriptions of the benefits available to you can be found in the respective summary plan descriptions. For more information, you may also contact the JUSTWORKS Benefits Concierge by email at support@justworks.com or via phone at (888) 534-1711.

Benefits are only available to full-time regular employees who are regularly scheduled to work a minimum of thirty (30) hours per week. Part-time employees and temporary employees and employees who are regularly scheduled to work less than thirty (30) hours per week are not eligible to receive the benefits. Part-time and temporary employees become eligible to receive benefits once the employee has worked an average of thirty (30) hours or more per week within a continual 12-month period.

8.1.1. HEALTH CARE BENEFITS

SEN will pay for 90% to 100% of employee-only medical, dental and vision coverage with a well-known, national health care provider, and will subsidize the majority of costs for an employee's spouse, and/or children.

8.1.2. RETIREMENT BENEFITS

SEN will match one dollar for every dollar contributed, up to 6% of a staff member's regular earnings, up to the federal limit each calendar year.

8.1.3. COMMUTER BENEFITS PLAN

The Company provides eligible employees a choice of nontaxable transportation benefits. The Commuter Benefits Plan allows eligible employees to set aside a portion of their pre-tax pay toward qualified transportation expenses for mass transit and commuter parking expenses. For more information, please visit the JUSTWORKS portal or contact the JUSTWORKS Benefits Concierge by email at support@justworks.com or via phone at (888) 534-1711.

8.1.4. PROFESSIONAL DEVELOPMENT

SEN will pay for attendance to conferences and other professional development and continuing education opportunities related to our work and mission. To sign up for a PD opportunity or conference, employees must send a short email to their direct supervisor with a brief description and links to the relevant materials and websites. Employees don't have to take PTO while attending PD activities, but must ensure that their participation will not

interfere with their daily work. Budget in 2024-25 is \$2,250 per year per person. This amount will be adjusted periodically based on inflation rates and budget flexibility.

8.1.5. HOME OFFICE EXPENSES

SEN provides a monthly reimbursement of \$200 to assist with expenses related to maintaining a home office. This includes, but is not limited to, the cost of internet/Wi-Fi, office supplies such as paper, pens, and printer ink, utilities like electricity and heating/cooling, and other relevant expenses. SEN employees automatically receive the reimbursement each month without the need for providing receipts.

9 Time Off Benefits

9.1. Holidays

SEN observes the following federal holidays and company breaks:

- Martin Luther King Jr. Day (Third Monday in January) – 1 day
- Memorial Day (Last Monday in May) – 1 day
- Juneteenth National Independence Day (June 19) – 1 day
- Independence Day (July 4) – 1 day
- Labor Day (First Monday in September) – 1 day
- Thanksgiving Day (Fourth Thursday in November) – 1 day
- Day after Thanksgiving (Fourth Friday in November) – 1 day
- Holiday Break: Starting December 24, SEN offers 7 consecutive weekdays off, including Christmas (12/25) and New Year's Day (1/1)

Holidays will be paid in accordance with the above schedule. Part-time regular employees will only receive holiday pay when the holiday falls on their regularly scheduled workday.

In order to receive holiday pay, eligible employees must work the full scheduled workday before and after the holiday, unless they have previously-approved time off on one or both of those days.

If a holiday falls on a day when an employee is on approved vacation, that day will not be counted against the employee's vacation time.

Employees on leave are not eligible to receive holiday or recess pay.

The Company reserves the right to make changes to its holiday schedule at any time as business needs dictate.

9.2. Vacation Time 9.2.1. Accrual, Rollover, & Scheduling

Full-time employees are front loaded with 20 PTO days per year (prorated for partial year). Employees may not carry over any unused days from year to year. In other words, vacation banks will reset to zero at the start of each calendar year on January 1st.

A request to take vacation time should be submitted to the direct supervisor at least two (2) weeks in advance of the requested time off to allow for adequate time to plan for the employee's absence and to secure appropriate coverage. Requests for time off must be approved by the direct supervisor prior to the time off being taken.

Employees should try their best to schedule their time off during clients' "off weeks". That is, when employees are not expected to be at the clients' site. Employees should try to align their time off request with SEN's clients' vacation calendars and with the particular needs and cycles of the specific modules/programs in which they participate.

9.2.2. ILLNESS OR INJURY BEFORE VACATION

If an employee is absent from work on the day before a vacation is scheduled to begin because of a verifiable personal illness or injury (doctor's note required), the employee may attempt to postpone the vacation period to a later date.

9.2.3. VACATION CREDIT UPON TERMINATION

Upon separation from the Company, an employee with any unused vacation time will not receive payment for the unused time.

9.2.4. PAYMENT IN LIEU OF VACATION

An employee may not waive his/her vacation time and receive pay in lieu of vacation usage.

9.2.5. BREAKS IN SERVICE/REHIRE

Rehired employees will be treated as new hires for the purpose of PTO if their period of absence is greater than their period of employment with the Company as a full-time regular employee. Should an employee's break in service be less than their period of service they will be given an adjusted seniority date for the purpose of future PTO.

9.3. Sick Time

New York City's Earned Sick Time Act In accordance with the New York City's Earned Sick Time Act (Paid Sick Leave Law- the "Act"), employees who work eighty (80) or more hours per calendar year shall receive forty-eight (48) hours of sick leave per calendar year. Sick leave shall accrue at a rate of one (1) hour for every thirty (30) hours worked. Unused sick leave will not be paid to employees upon termination of employment.

Employees can use sick leave for absence from work due to:

- The employee's mental or physical illness, injury, or health condition
- The employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition
- The employee's need for preventive medical care
- Care of a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, or who needs preventive medical care
- Closure of employee's place of business due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or the Mayor)
- The employee's need to care for a child whose school or child care provider is closed due to a public health emergency

The Act recognizes the following as an employee's family member:

- Child
- Grandchild
- Spouse
- Domestic partner
- Parent

- Grandparent
- Child or parent of an employee's spouse or domestic

If the need is foreseeable, the Company requires employees to provide advance notice to the COO of an employee's intention to use sick leave. If the need is unforeseeable, the Company requires employees to provide notice to the COO as soon as practicable, and no later than 6:00 a.m. on the day of the absence, allowing reasonably enough time for the COO to secure appropriate coverage, if necessary. a) Employees will not be paid for unused sick time upon separation from employment. b) Holidays occurring during the time of paid sick leave shall not be charged against any such leave. c) Paid sick leave should be used when an employee is ill or caring for an ill family member. d) An employee who is absent due to illness may be required to provide acceptable proof that the absence was illness-related. e) Individuals who have used all of their earned sick time and then become or remain ill will be classified as absent without pay. These employees may be entitled to short-term disability benefits with proper documentation from a physician. f) Employees on a leave of absence do not accrue sick time. g) An employee may not waive his/her sick time and receive pay in lieu of sick time usage. h) Rehired employees will be treated as new hires for the purposes of sick time accrual unless they are rehired within six (6) months of their separation and had not reached the required 120 days to begin using accrued sick time. In this case, the employee shall be credited at least his/her previous calendar days towards their 120 day waiting period.

9.4. Personal Days

Personal days are provided to all full-time employees to celebrate religious holidays or to attend to other personal matters that cannot be attended to outside of normal work hours.

Full-time regular employees receive two (2) paid personal days per fiscal year. Personal days will be prorated for employees who begin work after the first day of the year. An employee is not entitled to use personal time until he/she has completed one month of continuous employment with the Company. Personal days cannot be carried over from one year to the next. Each year, on July 1st, positive balances will reset to zero. Negative balances will not reset to zero and will be replenished as the employee continues to accrue personal time. To the extent possible, the use of personal days should be approved at least two (2) weeks in advance by the employee's supervisor.

Employees will not be paid for unused personal days upon separation.

9.5. Bereavement

If an employee suffers the loss of an immediate or non-immediate family member, the employee will be entitled to the following bereavement pay.

- A death in the immediate family – Leave not to exceed three (3) consecutive work days per incident, including the day of the death and the day of the funeral. Immediate family is defined as spouses, domestic partners, parents, stepparents, children, stepchildren, grandchildren, siblings, grandparents and mothers and fathers in-law.
- The death of a relative not in the immediate family (e.g., aunts, uncles, nieces, nephews, cousins, sisters and brothers in-law) – Leave not to exceed two (2) consecutive work days per incident, including the day of the death and the day of the funeral.

At the discretion of the employee's supervisor, the employee may be granted additional time without pay or may use unused personal days for additional paid bereavement leave. The employee is expected to notify their supervisor as soon as possible about the reason and expected length of the employee's absence.

An employee will be required to provide acceptable documentation of his/her relationship to the deceased, the date of death, and his/her attendance at the funeral upon the employee's return to work. For the purpose of this policy, if documentation is not submitted by an employee requesting bereavement, the employee will be required to use their unused paid time off.

9.6. Jury Duty

Full-time regular employees who are called for and report to jury duty will be paid their regular rate of pay. Any non-travel allowance that an employee may receive in connection with serving jury duty is to be reimbursed to the Company during the time period that the employee is receiving compensation from the Company.

An employee must provide the COO with written notification of the jury duty obligation as soon as possible (preferably the next business day or within 48 hours of receiving jury summons) following his/her receipt of notice. At the end of jury duty, employees must provide certification of having served jury duty and the amount of money that was received in connection with such service, if any.

Employees who have the option to serve "on call" are required to do so and to report to work if they are not called for the day.

Employees must report to work when excused or dismissed from jury duty.

9.7. Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees will be provided with time off to vote where they do not have sufficient time outside of their working hours to do so. Up to two (2) hours of time off for this purpose will be without loss of pay. However, if the polls are open for at least four (4) consecutive hours before or after your scheduled workday, you are deemed to have sufficient time outside of work hours to vote.

Employees intending to take leave to vote should inform their supervisor that they will need leave to vote at least two (2) working days prior to the election. The Company will not penalize any employee for properly requesting leave or properly taking leave under this policy.

9.8. Workers' Compensation Insurance

Injuries resulting from accidents that occur while performing official duties on behalf of the Company are covered by workers' compensation insurance. Any employee who suffers an injury as a result of such an accident must file an incident report with the COO as soon as possible. Such employee is responsible for filing any other necessary forms, applications, or other information as required by applicable government policies.

Failure to report a work-related disability claim may result in the delay or denial of workers' compensation benefits. Workers' Compensation insurance provides employees with cash benefits and/or medical care when employees are injured or become ill as a direct result of their job. Every accident or injury must be reported, no matter how minor it may seem. Benefits for lost wages related to a job-related injury or illness will be paid in accordance with state law.

10.1. State Paid Family Leave Policies

Many states, though not all, now offer a Paid Family Leave (PFL) policy. You may qualify for the State PFL program that is applicable in the state in which you are paying taxes. If you are working in New York, then the NY PFL Policy that is outlined in the next section of this handbook will likely apply to you. Otherwise, please contact JustWorks HR (support@justworks.com) if you work remotely to see if there is a PFL policy in the state where you are working, and if one exists, you will be directed on how to apply.

Reinstatement After Leave Generally, employees have a right to return to their same or comparable job upon return from PFL.

Health Insurance During Leave If applicable, your health insurance coverage will be maintained while you're on PFL so long as you continue to pay your health insurance premium contributions, if applicable. Upon approval of your PFL, you will be notified as to how to make these required payments.

Other Pay During PFL If allowed by your state's policy, you will be permitted, but not required, to use available/eligible sick, vacation, or personal time to make your pay whole during your leave. In other words, you may supplement your PFL pay with your available sick, vacation, and/or personal time pay, so that your wages during your leave equal your wages while working. When combining all sources of pay, employees may not receive more than 100% of their normal wages.

PFL shall also run concurrent with any Paid Childcare or Paid Parental Leave and Short-Term Disability if applicable. However, no employee shall receive more than 100% of their normal wages during the time that they are receiving PFL, Paid Parental or Paid Childcare Leave, and Short-Term Disability. A qualifying employee is entitled to the full amount of the PFL benefits, which will then be supplemented (up to 100% of the employee's normal wages) by the Paid Parental Leave benefits.

Note: You cannot accrue Paid Time Off while you are out on PFL.

How to Apply For PFL Please email JustWorks HR and copy SEN's COO at least 30 days before starting PFL when the leave is foreseeable. If the event leading to your PFL request is not foreseeable, you must give notice as soon as is practical. When the need for PFL is foreseeable and you do not give 30 days' advance notice, your request may be denied for a period of up to 30 days from the date notice is provided.

Employees with a state PFL policy must apply for PFL in your state. Do this prior to beginning leave, if possible. **Note:** you are responsible for submitting these forms directly to the state. If approved by your state, your PFL benefits will be paid directly from your state.

10.2. New York State Paid Family Leave Policy

SEN participates in New York's Paid Family Leave ("PFL") program to provide partial wage replacement to eligible employees for bonding with a child, caring for a relative with a serious health condition, or in certain situations dealing with active military service. As part of this policy, eligible employees will generally be returned to their job upon return from leave. Your health insurance will be maintained if you continue to pay your portion of the premium

while on PFL. While specifics of the policy are below, note that not every aspect can be detailed here, and the provisions of the law will prevail. If you have any questions, please contact JUSTWORKS HR (support@justworks.com).

10.2.1. ELIGIBILITY

Employees working in New York State are eligible for PFL if they:

- Have a regular work schedule of 20 or more hours per week and have been employed for 26 consecutive weeks.
- Have a regular work schedule of less than 20 hours per week are eligible after 175 days worked.

Citizenship status and immigration status do not affect PFL eligibility.

10.2.2. ELIGIBLE USES FOR LEAVE

- 1. Maternity and Paternity Leave.** Eligible employees may take PFL during the first 12 months after the birth, adoption, or fostering of a child.
 - In the case of the birth of a child, PFL may not be used for pre-natal care and is only available after the birth of the child. Employees may opt to receive disability and PFL during the post-partum period but may not receive both benefits at the same time.
 - In the case of placement or adoption, an employee may take PFL before the actual placement or adoption if an absence from work is required for the placement for adoption or foster care to proceed. Such instances would include attending counseling sessions, appearing in court, consulting with attorneys or doctors representing the birth parent or travelling to another country to complete an adoption.
- 2. Caring for a Relative with a Serious Health Condition.** Employees may take PFL to care for the following relatives suffering from a serious health condition:
 - Spouse
 - Domestic partner
 - Child
 - Parent
 - Parent-in-law
 - Grandparent
 - Grandchild

A serious health condition is generally an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential health care facility; or
- Continuing treatment or continuing supervision by a health care provider. In most cases, conditions like the common cold, the flu, ear aches, upset stomach, minor ulcers, routine dental or orthodontia problems, periodontal disease, and the like do not meet the definition of a serious health condition.

3. Active Military Duty Deployment. An eligible employee may take PFL under the military provisions of the Family and Medical Leave Act (“FMLA”) when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty. Some instances in which an employee may take PFL are to: make child care arrangements for a child of the deployed military member; attend eligible military ceremonies and briefings; and make financial or legal arrangements for addressing the military member’s absence.

10.2.3. REINSTATEMENT AFTER LEAVE

Generally, employees have a right to return to their same or comparable job upon return from PFL.

10.2.4. INELIGIBLE USES

1. PFL cannot be used for the employee’s own disability or qualifying military event. In these instances, other leave or wage replacement policies may apply. Please consult with JUSTWORKS HR (support@justworks.com).
2. You may not receive both disability benefits and PFL benefits for the same period of time. An employee who is eligible for both disability benefits and PFL during the same period of 52 consecutive calendar weeks will not receive more than 26 total weeks of disability and PFL benefits during that period of time.
3. You are not eligible for PFL if you are not working and collecting workers’ compensation.

10.2.5. WHEN BOTH SPOUSES/PARTNERS WORK FOR SEN

If both you and your spouse work for us, PFL will be authorized for one of you if you have both requested the same period of time off to bond with the same child or to care for the same eligible relative.

10.2.6. BENEFITS

The amount of PFL pay is as follows:

Weeks Available for Leave Maximum Percentage of The Employee Benefit is Employee’s Average Weekly Capped at the Following % of Wage NY State Average Weekly Wage 12 67% 67%

Employees may take their maximum benefit in any 52-week period. The 52-week clock starts on the first day the employee takes PFL. Eligible employees are entitled to receive the applicable percentage of their average weekly wage unless that amount exceeds the cap set by New York State. The State will establish its average weekly wage each year. The State “average weekly wage” for 2022 is \$1,594.57 per week. Thus, the maximum PFL benefit payment an employee could receive in 2022 is 67% of \$1,594.57, or \$1,068.36 per week.

If applicable, your health insurance coverage will be maintained while you are on PFL so long as you continue to pay your health insurance premium contributions. Upon approval of your PFL, you will be notified as to how to make these required payments.

10.2.7. WEEKLY & DAILY LEAVE

You may take your PFL in weekly increments for the maximum number of weeks of leave in any 52-consecutive week period.

You may also take your PFL in daily increments. When you do so, your maximum period of PFL is calculated based on the average number of days worked per week. For example, an employee that works 3 days per week will receive:

- The equivalent of 3 days per week for 12 weeks, or a maximum of 36 days in any 52-consecutive week period.

10.2.8. OTHER PAY DURING PFL

You are permitted, but not required, to use available/eligible sick, vacation, or personal time to make your pay whole during your leave. In other words, you may supplement your PFL pay with your available sick, vacation, or personal time pay, so that your wages during your leave equal your wages while working. When combining all sources of pay, employees may not receive more than 100% of their normal wages.

PFL shall also run concurrent with any Paid Parental or Childcare Leave, as well as Short Term Disability if applicable, however, no employee shall receive more than 100% of their normal wages during the time that they are receiving any combination of PFL, Paid Parental or Childcare Leave, or Short-Term Disability. Such employee is entitled to the full amount of the PFL benefits, which will then be supplemented (up to 100% of the employee's normal wages) by the other leave benefits.

Note: You will not accrue Paid Time Off while you are out on PFL.

10.2.9. HOW TO APPLY FOR PFL

Please email JUSTWORKS HR (support@justworks.com) and copy SEN's COO at least 30 days before starting PFL when the leave is foreseeable. If the event leading to your PFL request is not foreseeable, you must give notice as soon as is practical. When the need for PFL is foreseeable and you do not give 30 days advance notice, your request may be denied for a period of up to 30 days from the date notice is provided.

You must also complete and return a PFL claim form, which is available from JUSTWORKS HR. Be sure to provide the supporting documentation required by your claim form. The completed form and supporting documentation must be submitted to the carrier (follow the form's instructions for submission details). The carrier will pay or deny a claim within 18 calendar days of receipt of the completed claim. If denying the claim, the carrier must provide an explanation in writing.

You will receive your PFL payments directly from the carrier.

10.2.10. PAYMENT FOR PFL

PFL is funded by a payroll deduction from your pay. A maximum rate of employees' contribution will be established each year by the State. In most cases, if you will not work the 26 continuous weeks or 175 days needed to be eligible for PFL (such as seasonal employees, for example), you will be notified of your right to waive coverage. In such cases, you will need to complete a waiver. Please contact JUSTWORKS HR at support@justworks.com for more information.

10.2.11. SPECIAL RULES PERTAINING TO PFL FOR INSTRUCTIONAL EMPLOYEES

The special rules that are applicable to employees working in an instructional capacity for purposes of taking intermittent FMLA leave shall also be applicable to instructional employees seeking to take intermittent leave under the PFL.

10.2.12. DISCRIMINATION OR RETALIATION

No employee will be discriminated against or retaliated against for taking PFL. If you have any concerns in this regard, please contact the COO or JUSTWORKS HR (support@justworks.com).

10.2.13. QUESTIONS

If you have any questions about this policy or PFL, please e-mail JUSTWORKS HR at support@justworks.com

10.3. Short-term Disability

SEN provides a paid short-term disability (STD) plan to all benefit's eligible employees. Under STD, the carrier will provide a set percentage of an employee's weekly earnings (up to a set max amount as noted in the current policy documents in JustWorks) if they become disabled. This includes illnesses, injuries, and pregnancy. This does not include disability due to a on the job injury that would be covered under the workers compensation benefit. SEN believes providing STD benefits allow employees the peace of mind they need to focus on getting better and returning to work.

To verify eligibility, your doctor will need to assist you with the medical certification of your claim. Employees may elect to supplement STD benefits with their unused paid time off. STD has a five (5) business day unpaid waiting period unless the beginning of an employee's STD leave coincides with hospitalization. If an employee's STD leave starts at the same time they are hospitalized, the STD benefit will begin to pay based on the employees first day of certified disability and the waiting period will be waived. STD will pay a set percent, up to a max amount, of the employee's pre-disability gross weekly wages for the period of disability (up to 26 weeks). If an employee's STD leave does not start at the same time they are hospitalized, the employee may elect to use their unused paid time off to be paid during the carrier's waiting period.

Employees must notify JUSTWORKS HR at support@justworks.com as soon as possible about an upcoming disability.

10.4. SEN Paid Childcare Leave

Employees are eligible for paid childcare leave (salary continuation) if they have completed 12-months or more of full-time employment at the Company. To be eligible, an employee must be the primary caregiver of the newborn child. An eligible employee who gives birth must apply for and receive short-term disability (STD) coverage in order to be eligible for paid childcare leave. Under this policy, an eligible employee is entitled to eight (8) consecutive weeks of paid childcare leave.

During paid childcare leave, the Company will supplement employees' salary if they become disabled due to the birth of a baby. If the mother is hospitalized on the first day of the STD leave, paid childcare leave will begin that day. Payment will run concurrent with the first eight (8) weeks of their STD leave. If employees have a waiting period because they are not hospitalized at the start of their STD, SEN will pay 100% of their wages during the waiting period. After the waiting period ends and the STD payments start, SEN's paid childcare leave will change to the percentage of the employee's weekly earnings for the remaining seven (7) weeks of paid childcare leave that is not already being covered by STD. This allows the employee to receive the equivalent of 100% of the pay for the first eight (8) weeks of STD leave.

At no time will the combined gross weekly disability and weekly childcare leave payments exceed the employee's actual weekly salary.

For purposes of determining the amount of paid childcare leave used by an employee, the fact that a holiday may occur within the week taken as childcare leave has no effect; the week is counted as a week of childcare leave. Also, during extended office closings where employees generally are not expected to report for work (for five work days or more), the days the activities have ceased will still count against the employee's paid STD and paid childcare leave entitlement.

Employees eligible for childcare leave are not eligible for paid parental leave.

10.5. SEN Paid Parental Leave

Employees who are not the primary caregiver but who qualify for leave to bond with the newborn or to provide medical care to the new mother and/or baby are entitled to paid parental leave. Employees eligible for parental leave may receive three (3) consecutive weeks of paid leave. Employees eligible for paid parental leave will not also be entitled to paid child care leave.

10.6. New York Adoptive Parents Leave

Employees who are adoptive parents will be permitted to take the same leave and upon the same terms as natural parents for the adoption of a child upon the start of the parent-child relationship. Adoptive parents leave will only be permitted to employees who adopt children of preschool age or younger or who are under the age of 18 and deemed to be “hard to place” or handicapped under State or local law.

10.7. Personal Leave of Absence

Full-time regular employees who have worked for the Company for at least two (2) years may be eligible for a personal leave of absence without pay. Employees are reminded that absences and leaves may be disruptive to the business, thus, the reason for the personal leave should be sufficiently significant to justify these disruptions. An employee must use all accrued, paid time off during an unpaid personal leave. Once all paid time off is exhausted, the remainder of the leave, if any, will be unpaid.

Each request for a personal leave of absence must be submitted to the Company Chief Executive Officer in writing. Requests will be reviewed on a case-by-case basis and the decision to approve or deny such a request will be dependent upon the operational needs of the Company at the time of the request. A leave of up to no more than ninety (90) calendar days may be granted. The supervisor or the Chief Executive Officer may make reasonable inquiry into the reason for the request and ask for documentation where appropriate. The decision to approve or deny a request for a personal leave will be made in the Company’s sole discretion.

During the leave, all benefits accrued prior to the leave will be retained. An employee on a personal leave of absence is not entitled to the accrual of any additional seniority or employment benefits (e.g., sick time, vacation time, paid holidays, personal days, etc.) during the personal leave.

Employees are responsible for paying all deductions that would normally come out of their paycheck for their benefits. At the time an employee begins an unpaid personal leave, he/she will receive written instructions detailing the time and manner in which his/her health insurance premiums are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions will result in the loss of insurance coverage.

An employee who fails to return to work following the expiration of his/her personal leave will be required to reimburse the Company for the entire amount of the healthcare premiums paid by the Company during the unpaid leave.

No guarantee of reinstatement can be made to an employee on a personal leave. If during the leave period the employee’s position is filled or eliminated for business reasons, the employee may be eligible to reapply for any openings available at the time of the employee’s return for which the employee is qualified.

10.8. Insurance Premium Payment During Leaves of Absence

Employees on paid or unpaid leave are responsible for paying their benefits premiums. If SEN pays the employee while he/she is on leave, deductions will come out of your paycheck as usual. If on unpaid leave, you will be responsible for sending the Company payments to cover your benefits premiums. Failure to make payments within the provided deadline will result in loss of coverage. If this occurs, you will have the option to continue coverage of eligible benefits by enrolling in State Continuation or Mini-COBRA if that is an option in the state you work from. Please consult with your Company COO and JUSTWORKS HR (support@justworks.com) to set up a payment schedule.

10.9. Leave to Appear as Victim or Witness in a Criminal Proceeding

An eligible employee may take time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a statement at a sentencing proceeding;
- To give a victim impact statement at a pre-sentencing proceeding; or
- To give a statement at a parole board hearing.

10.9.1. LEAVE ELIGIBILITY

An employee is eligible for time off under this policy if he/she is:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative, if the victim is deceased as a result of the offense;
- A "Good Samaritan;" or
- Pursuing an application or the enforcement of an order of protection, as provided under relevant law.

For purpose of this policy, a "Good Samaritan" is someone who acts in good faith to apprehend a person who has committed a crime in his/her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest. A victim's representative is a person who represents or stands in the place of another person, including, but not limited to, an agent, attorney, guardian, conservator, executor, heir or parent of a minor.

10.9.2. NOTICE & CERTIFICATION

An employee must notify his/her supervisor of the need to take a leave under this policy no later than the day before the absence. In addition, the employee must provide the supervisor with verification of his/her service upon request.

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

10.10. Leave for Victims of Domestic Violence, Sex Offenses, or Stalking

An eligible employee may take reasonable time off from work, without pay, if they are a victim of acts of violence.

10.10.1. LEAVE ELIGIBILITY

An employee is eligible for time off under this policy if he/she is:

- The victim of domestic violence;
- The victim of sexual assault or
- The victim of stalking

For purpose of this policy, “Acts or threats of violence” shall include, but not limited to, acts, which would constitute violations of the penal law. A “victim of domestic violence” shall mean a person who has been subjected to acts or threats of violence, not including acts of self-defense, committed by a current or former spouse of the victim, by a person with whom the victims shares a child in common, by a person who is cohabiting with the victim.

10.10.2. NOTICE & CERTIFICATION

An employee must notify his/her supervisor of the need reasonable accommodation under this policy no later than the day before the absence. In addition, the employee must provide the supervisor with certification that the employee is a victim of domestic violence, sex offenses or stalking. Certification to be provided should be documentation from an agency, an attorney, a volunteer of a victim services organization or a medical or other professional service provider, from whom the employee or employee’s family member has sought assistance in addressing domestic violence, sex offenses or stalking and the effects of the violence of stalking; a police or court record, or other corroborating evidence.

The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

10.11. Bone Marrow Donation Leave

Employees will be granted leaves of absence if they seek to undergo a medical procedure to donate bone marrow. Such leave is not required to be paid. Only employees who work for the Company for an average of twenty (20) or more hours per week are eligible for leave under this policy. The total length of the leave for each employee will be determined by the physician, but may not be longer than 24 work hours without the Company’s approval. An employee who seeks leave under this section must provide verification from a physician of the purpose and length of the leave.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking bone marrow donation leave.

10.12. Blood Donation Leave

Employees will be provided with up to three (3) hours of leave time in each calendar year to donate blood. Employees seeking leave to donate blood must give reasonable notice to their supervisors of at least three (3) working days prior to taking leave for blood donation.

Non-exempt employees will receive paid leave to donate blood if the donation occurs at a blood drive at the Company or at a Company sponsored blood drive. Leave to donate blood will be unpaid, however, if the non-exempt employee’s donation occurs at a blood drive or facility that is not sponsored or otherwise connected with the Company. As required by the Fair Labor Standards Act, exempt employees taking leave to donate blood under this policy will do so without a loss or reduction in pay. All employees taking leave to donate blood through a non-

Company-sponsored blood drive or at a blood drive away from the Company may be required to provide proof of their blood donation.

The Company will not retaliate or tolerate retaliation against an employee for requesting or taking blood donation leave.

10.13. Cancer Screening Leave

Employees are eligible to take up to a maximum of 4 hours of excused, paid leave each Company year to obtain a screening for breast or prostate cancer. Such leave will not be deducted from accrued sick leave or any other accrued leave. Employees are required to submit a written request for such leave to the COO at least one (1) week in advance. The employee must provide documentation from his/her physician immediately after such leave is taken.

10.14. Military Leave of Absence

Pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), if you leave the Company to serve in the United States military, you may elect to continue your existing health benefits provided by the Company for up to twenty-four (24) months while in the military, but you will be required to pay the cost of the premiums. If you do not elect to continue under the Company's health benefits, you may be reinstated in the health plan with a minimal waiting period, except for service-related illnesses or injuries. Such leave must be granted whether the service is voluntary or involuntary. There is no minimum number of employees or distinction between public and private employers. Any employer that "pays a salary or wages or has control over employment opportunities" is covered.

Employees subject to military duty obligations will be granted unpaid leave and possible re-employment in accordance with the requirements of state law.

Please note that if you serve in the military, you are required to give the Company advanced notice of your service as soon as practicable and you must apply for reemployment in a timely manner in order to be eligible for reinstatement. You will be required to provide a copy of the documentation obtained from the U.S. Armed Forces.

Please contact the COO and JUSTWORKS HR (support@justworks.com) as soon as you receive notice that you are being activated.

10.15. Military Spouse Leave

An employee who is the spouse of a member of the United States armed forces, national guard or reserves who has been deployed during a period of military conflict (to a combat zone of operations or a combat theater) may be allowed up to ten (10) days unpaid leave to be used when the employee's spouse is on leave. An employee who seeks leave under this section may be required to provide documentation to support their request for leave.

For purposes of this policy, "period of military conflict" means a period of war declared by the U.S. Congress or in which a member of a reserve component of the armed forces is ordered to active duty. The Company will not retaliate or tolerate retaliation against an employee for requesting or taking military spouse leave.

10.16. Emergency Responder Leave

Eligible employees will be allowed time off from work to perform duties as a volunteer emergency responder. To be eligible, employees will be required to submit written documentation regarding their volunteer status related to the

declared emergency to the COO prior to their leave being granted. The leave will not be provided if it imposes an undue hardship on the Company's operations. The leave will be unpaid but the employee may choose to use his/her accrued and unused time off.

For the purpose of this policy, "volunteer emergency responder" includes a volunteer firefighter or member of a volunteer ambulance service.

11.1. Code of Conduct

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. The conduct of our employees reflects on the Company, so employees are encouraged to observe the highest standards of professionalism and integrity. The Company expects all its employees to conduct themselves ethically and appropriately. This not only involves sincere respect for the rights and feelings of others, but also demands that employees avoid any behavior that might be harmful to themselves, co-workers, or the Company, or that might be viewed unfavorably by those with whom the Company does business or by the public at large.

Note that the following list of Unacceptable Activities is by no means an exhaustive list of all types of conduct that can result in disciplinary action, up to and including suspension without pay and/or termination, and that nothing in this section of the Handbook or on this list alters the at-will nature of your employment.

1. Violation of any Company rule; any action that is detrimental to the Company's efforts to operate successfully.
2. Violation of security or safety rules or failure to observe safety rules or the Company safety practices; failure to wear required safety equipment; tampering with the Company's equipment or safety equipment; unauthorized possession of dangerous or illegal firearms, weapons or explosives on Company property or while on duty.
3. Negligence or any careless action which endangers the life or safety of another person, including careless or negligent operation of a Company vehicle.
4. Possession, use, or sale of alcohol or controlled substances (except medications prescribed by a physician that do not impair work performance) during working time or while on Company property; being intoxicated or under the influence of alcohol or a controlled substance in any quantity while on Company premises.
5. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on Company premises or when representing the Company; fighting, or provoking a fight on Company property, or negligent damage of property.
6. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to assist with a special assignment.
7. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
8. Engaging in an act of sabotage; negligently causing the destruction or damage of Company property, or the property of fellow employees, suppliers, clients, or visitors in any manner.
9. Theft or unauthorized possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from Company's management; unauthorized use of Company equipment or property for personal reasons; using Company equipment for profit.

- 10.** Dishonesty; falsification or misrepresentation on your application for employment, other work records, or professional credentials; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the Company; alteration of Company records or other Company documents.
- 11.** Violating the equal employment opportunity, anti-discrimination or unlawful harassment policies.
- 12.** Violating the confidentiality policy or agreement; giving confidential or proprietary Company information to other organizations or to unauthorized Company employees; working for an entity that creates a conflict of interest; breach of confidentiality of personnel information.
- 13.** Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- 14.** Unsatisfactory or careless work; failure to meet performance standards as explained to you by your supervisor.
- 15.** Excessive lateness or absences; leaving or stopping work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor;
- 16.** Obscene or abusive language toward any affiliate of the Company; indifference or rudeness towards clients, vendors, or fellow employees; any disorderly/antagonistic conduct on the Company premises.
- 17.** Failure to report immediately damage to or an accident involving Company equipment.
- 18.** Alteration or falsification of any timesheets, attendance documents, or other records; failure to accurately record time worked and/or attendance.

11.2. Political Activities

Employment shall not be offered as a consideration or reward for the political support of any political party or candidate for public office. Furthermore, no employee may engage in any political activity at any time as a representative of the Company. Such incidences will be recorded and kept in the file of each employee. No employee may use work time, property or materials of the Company to try to affect proposed legislation. The Company may respond to requests for information from local, state and federal officials. All such responses shall be issued only from the COO's office. Should an employee be invited

to testify at a hearing or other activity, permission shall be obtained from the Chief Executive Officer prior to such participation and testimony.

11.3. Cameras & Photographs

Cameras, camera cell phones, or PDAs may not be used in the workplace or at client site, except by an employee who is specifically required to take a photograph or make a video. Due to privacy concerns, employees are prohibited from putting photographs of other employees or the Company on social media without the express permission of the COO. Anyone improperly using electronic devices during work hours or placing photographs without permission on social media may be subject to disciplinary action.

11.4. Electronic Recording

Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to

record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted meetings or grievance hearings.

11.5. Substance Abuse

The Company seeks to maintain a safe workplace and learning environment by eliminating the hazards to health and safety created by alcohol and other drug abuse. Therefore, all employees and contractors are prohibited from the use, manufacture, distribution, sale and/or possession of any illegal drug, controlled substance or alcoholic beverage during work hours (including lunch and break time) in the Company, on Company property or in a Company vehicle, or at a client site. Employees are prohibited from being under the influence of, selling, offering to sell, trading, purchasing, using or possessing any illegal drug or alcohol while performing Company business or job-related duties, while on Company property or while operating Company equipment or vehicles. [Note: Company-sponsored activities that may include the service of alcoholic beverages are not included in this provision.]

Employees who engage in the above-prohibited activities in violation of this policy are subject to disciplinary action, up to and including termination of employment. Furthermore, any employee who violates this policy or who voluntarily seeks assistance may be required, in connection with, or in lieu of disciplinary actions, to participate in and successfully complete a Company-approved drug and/or alcohol assistance or rehabilitation program as a condition of continued employment.

The Company assures that any information concerning an individual's drug and/or alcohol use will remain confidential. Each employee taking a legal drug which could affect job safety or performance is responsible for notifying his/her supervisor without disclosing the identity of the substance and for providing a physician's certificate stating the substance does not adversely affect the employee's ability to safely and efficiently perform the employee's job duties and/or provide any work restrictions. This certificate must be provided to the COO before the employee reports to his/her work area. If the Company and the employee's physician have determined that the substance does not adversely affect the employee's ability to safely and efficiently perform the employee's job duties or determined that a reasonable accommodation can be made, the employee may commence work. An employee may not be permitted to perform his/her job duties unless such a determination or reasonable accommodation is made.

The Company reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of shelves, desks or other suspected areas of concealment, as well as an employee's personal property when the Company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

11.6. Employee Relationships

The Company recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes, misunderstandings and/or potential sexual harassment claims, supervisory employees are not permitted to date or engage in sexual relationships with subordinate employees. In the event that a dating or sexual relationship does develop between a supervisor and a subordinate, then the supervisor must promptly report the relationship to the COO or the immediate supervisor. One of the parties may be required to have their job reassigned, if a position is available, or they may be required to

choose which of them will resign. Violation of this policy may result in disciplinary action, up to and including termination of employment. Furthermore, co-workers are strongly discouraged from dating or pursuing romantic or sexual relationships with each other.

11.7. Nepotism & Family Management

Any action that can be viewed as or gives the appearance of nepotism is not allowed. No individual may be hired if she/he has an immediate family member on the Company Board of Trustees or in an administrative capacity (such as CEO, COO, Operations Director, etc.), or in a supervisory capacity that exercises authority over the position sought. For the purpose of this policy, immediate family is defined as spouse, sibling, parent, grandparent, child, “in-law”, and grandchild. Additionally, this policy extends to prescribe management relations between immediate family members.

Management

- Employees cannot be directly managed by a family member.
- Employees may be in a position where they are coached and supported by a family member.

Evaluation

- Evaluations for all employees must be completed by someone other than a family member.
- All employees, but especially those that fall under the family management category, must have a rigorous, objective, formal evaluation once annually. All evaluations must be reviewed by Chief Executive Officer (as an objective “outside” entity), who will provide input.
- All evaluations must be reviewed and approved by SEN’s Chief Executive Officer before they are given to employees.

Promotion

- Only non-family members can recommend an employee for promotion; the decision must be ultimately made by the Chief Executive Officer.
- The Chief Executive Officer must discuss communication and transparency, while creating a plan to communicate any personnel changes to staff.
- In cases of promotion, the Chief Executive Officer must perform the evaluation with significant input from the Board of Trustees.

Salary

- All salary recommendations for employees who fit the family management criteria must come from the Chief Executive Officer or Board of Trustees, who may or may not choose to solicit input from the employee’s immediate supervisor.

Confidentiality

- At the outset of each year, the Chief Executive Officer must discuss areas of Company leadership that should remain internal to Company leaders.

- These topics could include, but are not limited to: ○ Salaries ○ Performance of employees ○ Personal information related to other employees

12.1. Health & Safety

The health and safety of employees and others on Company property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company intends to comply with all health and safety laws applicable to Company operations, and to adhere to the Company's safety plan and related policies.

To this end, the Company must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to the COO immediately even if you believe that you have corrected the problem. If you suspect a concealed danger is present on the Company's premises or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, you should immediately bring it to the attention of the COO. The Company should arrange for the correction of any unsafe condition or concealed danger immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact the COO for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated and may result in disciplinary action, up to and including termination.

Any employee injury, accident or illness must be reported to the COO as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

12.2. Security

You should be alert at all times and should report the presence of any suspicious persons to the COO and/or security personnel immediately. You should also maintain in your possession at all times your keys, computer, security passes and identification badge(s). Do not lend these items to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes, and any other security access information must not be disclosed to anyone who is not authorized to have that information.

12.3. Policy Against Workplace Violence

It is the Company's intent to provide a safe and secure workplace for employees and visitors. The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any person or property is acceptable. Acts of

violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on the Company's premises or while engaged in the Company's activities may be subject to immediate discharge.

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

- All threats or acts of violence occurring on the Company's premises, regardless of the relationship between the employee and the parties involved.
- All threats or acts of violence occurring off the Company's premises by someone acting as a representative of the Company.

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

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

Company employees share the responsibility to identify and bring a stop to threatening or violent behavior. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this threat or act to the COO. Employees must assume that any threat is serious. All reports will be carefully investigated and employee confidentiality will be maintained to the fullest extent possible, taking into consideration the need to address the substance of the report. The possession of firearms on the Company's property or while engaged in the Company's business may be cause for discipline. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects. Any employee who refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

An employee who witnesses or suspects another individual of violating this policy should immediately report this information to the COO.

In order to ensure the safety and welfare of employees and other people on the Company's property, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections of employees and their desks, personal effects, lockers, packages, purses, baggage, and any other property located on the Company's premises. Entry on the Company's premises by an employee constitutes consent to searches or inspections.

12.4. Weapons

The Company believes that it is important to establish a clear policy that addresses weapons in the workplace. Specifically, the Company prohibits all persons who enter Company property from carrying a handgun, firearm, knife, chemical, explosive or detonating device or other weapon of any kind regardless of whether the person is licensed to carry the weapon.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by the Company to carry a weapon on Company property. Any employee who violates this policy will be subject to immediate termination.

13.1. Policy Statement

It is important that the Company have sound practices in place to handle situations involving social media and create a culture of security among employees. Online collaboration platforms are fundamentally changing the way people communicate, and this policy is designed to offer practical guidance for safe, responsible, constructive communications via social media channels. The same principles and guidelines that apply to the activities of employees in general, as found in the Code of Conduct, apply to employee activities in social media channels and any other form of online publishing.

The Company fully respects the legal rights of our employees, yet it is important to weigh free speech and privacy rights against inappropriate communications via social media. In general, what you do on your own time is a personal matter. However, activities inside or outside of work that affect your job, the performance of others, or the Company's interests are a proper focus for Company policy.

13.2. Objectives

1. Establish practical, reasonable and enforceable guidelines by which our employees can conduct responsible, constructive social media engagement in both official and unofficial capacities.
2. Promote a safe environment for employees to communicate information that is not proprietary and outline for employees what type of electronic communication is permissible.
3. Prepare our employees to utilize social media channels to help each other and the clients and communities that we serve.
4. Protect our employees from violating Municipal, State or Federal rules, regulations or laws through social media channels.

13.3. Guiding Principles

1. Employees are discouraged from posting photographs of other employees or adding them as "friends" or "followers" on Social Media Channels and Tweeting or Retweeting to or about coworkers through Social Media Channels.
2. Only those authorized personnel can use social media to speak on behalf of the Company, although employees may use social media and Social Media Channels to speak for themselves individually.
3. When you see misrepresentations made about the Company by media, analysts, bloggers or other social media users, you may certainly use your blog, social networking account, or someone else's to point that out. But you may only do so if you follow the terms of this policy.
4. Different Social Media Channels have proper and improper uses. For example, members of social networks are expected to read, and when appropriate respond, to questions asked of them from another member of their social network. It is important for employees to understand what is recommended, expected and required when they discuss or relate topics, whether at work/Company or on their own time.

5. Employee communication via Company-approved email and webpage shall limit communications to matters within the scope of the employee's professional responsibilities.
6. Upon request from administration, an employee will provide the phone number(s), social network site(s), and Internal Social Media Channels, or other information regarding the method(s) of electronic media the employee uses to communicate with any other employee.
7. Upon written request, an employee shall discontinue communicating with another employee through Social Media Channels, whether by email, text messaging, instant messaging, or any other form of one-to-one communication.
8. Employees are responsible for making sure that their online activities do not interfere with fulfillment of their job duties or commitment(s) to the Company.
9. An employee may request an exception from one or more of the limitations above by submitting a written request to the Chief Executive Officer or Board of Trustees.

13.4. Online Posting Policy

The Company expects all employees to practice high standards of professionalism and personal ethics when utilizing social networking (e.g., Facebook, Twitter, YouTube, etc.) or other publicly available (e.g., non-password-protected web-based photo album, personal blog, etc.) websites even when they are not at work.

Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with his/her ability to effectively perform his/her job duties, the employee is subject to disciplinary action, up to and including termination of employment. The Company reserves the right to fully investigate any report of inappropriate online posting. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for maintaining privacy settings appropriate to the content.

14.1. Confidentiality & Work Product

The Company has and will develop, compile and own certain confidential information, which has great value to the Company's work (referred to collectively as "Confidential Information"). The Company may disclose Confidential Information to an employee in the course of his/her employment or in the process of applying for or commencing employment. Confidential Information includes not only information disclosed by the Company but also information developed or learned by an employee during the course of his employment with the Company. Confidential Information is to be broadly defined, and includes all proprietary information which has or could have commercial value or other utility due to its confidentiality in the work in which the Company is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of the Company, whether or not such information is identified as Confidential Information by the Company. Confidential Information includes, but is not limited to, all information concerning databases, source code, object code and other computer programs, products, processes, formulae, trade secrets, innovations, inventions, specifications, data know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial statements, budgets, projections, and customer and supplier identities, needs, characteristics and agreements.

Employees agree that at all times during or subsequent to employment, they will hold in trust, keep confidential and not disclose to any third party or make any use of the Confidential Information, except for the benefit of the Company and in the course of their employment with the Company. Employees further agree not to cause the transmission, removal or transport of Confidential Information from the Company's facilities, without prior written approval of the COO.

14.2. Copyrights

Copyrights, payments and/or royalties that occur as a result of a project of any employee or employees of the Company remain the property of the Company. The Company may assign copyrights, royalties, or other payments to the author, authors, or project participants.

14.3. Electronic Resources Policy

The Electronic Resources made available for the purpose of conducting Company business are the sole property of the Company or JUSTWORKS HR. Employees are permitted access to these resources to assist them in the performance of their job duties. "Users" refers to all people to whom the Company or JUSTWORKS HR provides Electronic Resources. At all times, Users must use these resources in a professional, ethical, and lawful manner.

"Electronic Resources" include, but are not limited to, equipment and services, including computers, cell and desk phones, voicemail systems, fax machines and servers, copiers, email, file servers, application servers, communication servers, mail servers, web servers, workstations, software, data files and all internal and external computer and communications networks (i.e., internet services and e-mail systems).

Employees shall not use Company resources to transmit, retrieve, reproduce, or store any communications of a defamatory, discriminatory, or harassing nature or materials that are of an obscene or offensive nature. Employees shall not use the Company equipment or services to transmit messages with derogatory or inflammatory remarks

about an individual or violate the Company's policies or procedures. E-mail is not guaranteed to be private or confidential. The Company reserves the right to monitor or review any information stored or transmitted on its equipment.

The Company offers Internet access to employees with the primary goal of supporting our business and expects that employees will use the internet in a manner consistent with this purpose. While the Internet is a tremendous resource for electronic information, it has the potential for abuse. The Company makes no guarantees, implied or otherwise, regarding the factual reliability of data available over the Internet. Users of the Company's Internet service assume full responsibility for any costs, liabilities, or damages arising from the way they choose to use their access to the Internet.

Users should not have an expectation of privacy or confidentiality in the content of electronic communications or other computer files sent and received on the Company's computer network or stored in the user's directory or on a disk drive. The Company reserves the right to examine all data stored involved in the User's use of the Company's Internet service, Company-owned computers or other hardware.

Internet messages are public communication and are not private. All communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Network administrators may review communications to maintain integrity system-wide and ensure that users are using the system responsibly.

Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Internet. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company or legal action by the copyright owner.

The Company reserves the right to deny, revoke or suspend specific user privileges and/or to take other disciplinary action, up to and including dismissal for violations of this policy. The Company will advise appropriate law enforcement agencies of illegal activities conducted through the Company's Internet

service. The Company also will cooperate fully with local, state, and/or federal officials in any investigation related to any illegal activities conducted through the service.

14.4. No Expectation of Privacy

The Electronic Resources are made available to employees of the Company solely to assist them in the performance of their job responsibilities. Users, therefore, should not and do not have an expectation of privacy in anything they create, store, send or receive on or with the Company's Electronic Resources. The computer system, phone system and related hardware and software should be used solely for business purposes, except as otherwise expressly stated in this Policy. All Company equipment, systems, and files (including personal and deleted) are subject to search and monitoring.

14.5. Waiver of Privacy Rights

By using the Company's Electronic Resources, Users expressly waive any right of privacy in anything they create, store, send or receive on the computer system, phone system, over the Internet or any other computer network or with any other Electronic Resources provided by the Company or JUSTWORKS. Users consent to allowing personnel of Company and/or JUSTWORKS or their authorized and designated agents, to access and review all files,

attachments, websites, e-mails, voicemails or any other transmissions or materials that they or others create, store, send or receive on the computer, over the Internet or any other Company computer network, phone network or equipment. Users understand and agree that the Company or JUSTWORKS HR may use human or automated means to monitor the use of the Electronic Resources.

14.6. Prohibited Activities

14.6.1. Prohibited Uses

The Company's Electronic Resources are to be used by employees for business purposes and may not be used for dissemination or storage of commercial or personal advertisements, solicitations, gambling, internet shopping, video or music streaming, online dating, promotions, destructive programs (i.e., viruses or self-replicating code), political material or any other unauthorized use.

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate may not be sent by e-mail or other forms of electronic communication (such as IM, newsgroups, chat groups, web browsers or blogs) or accessed, displayed or stored on Company computers. Employees encountering or receiving this kind of material should immediately report the incident to the Chief Executive Officer or JUSTWORKS HR.

14.6.2. MISUSE OF SOFTWARE

Without prior written authorization from the Company, users may not do any of the following: (1) copy Company, JUSTWORKS HR, or third-party software for use on their home computers; (2) provide copies of software to any independent contractor or to any other third party; (3) modify, revise, transform, recast or adapt any software; (4) reverse-engineer, disassemble or decompile any software; (5) download from the Internet or otherwise install software on their Company workstation, desktop or laptop computer, Company-provided cell phone or other device. Employees who become aware of any misuse of software or violation of copyright law should immediately report the incident to their supervisor. All software must be loaded by the Company's COO or designee and must be for business purposes only.

14.6.3. COMMUNICATION OF TRADE SECRETS

Sending, transmitting or otherwise disseminating proprietary data, trade secrets or other confidential information of the Company and/or of JUSTWORKS HR, its clients or vendors is strictly prohibited. Unauthorized dissemination of this information may result in disciplinary action being taken, up to and

including termination of employment, in addition to substantial civil liability as well as severe criminal penalties under the Economic Espionage Act of 1996.

14.7. Passwords

Users are responsible for safeguarding their passwords for access to any Electronic Resources. Individual passwords should not be printed, stored online or given to others. Users are responsible for all transactions made using their passwords. No User is permitted to access any Electronic Resources with another User's password or account.

The use of passwords to gain access to Electronic Resources or to encode particular files or messages does not imply that Users have an expectation of privacy in the material that they create, transmit or receive on these Electronic Resources. The network provider has access to all material stored on its Electronic Resources regardless of whether that material has been encoded with a particular user's password.

14.8. Security

14.8.1. Accessing Other Users' Files

Users may not alter or copy a file belonging to another User without first obtaining permission from the owner of the file. Ability to read, alter or copy a file belonging to another User does not imply permission to read, alter or copy that file. Users may not use the Company's Electronic Resources to "snoop" or pry into the affairs of other Users by unnecessarily reviewing their files and/or e-mail.

14.8.2. ACCESSING OTHER COMPUTERS & NETWORKS

A user's ability to connect to other computer systems through the network, VPN or otherwise does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the administrators of those systems.

14.8.3. SECURITY

Users may not attempt to circumvent the Company's or JUSTWORKS HR's data protection measures or to uncover security loopholes or bugs. Users may not gain or attempt to gain unauthorized access to restricted areas or files on the computer system. Users should not tamper with any software protections or restrictions placed on computer applications, files or directories. Users who engage in this type of activity may be subject to immediate termination.

14.8.4. PORTABLE STORAGE DEVICES

Portable storage devices (i.e., flash drives, zip drives, iPods or other storage devices) can be used for business purposes only and under the following conditions. Documents stored on a portable storage device should be copies of documents that exist in other locations on the Company's network. Nothing should exist solely on a portable storage device.

Social security numbers, pay data and other confidential personnel information, health records (or any information that would violate HIPAA), and/or trade secrets or other confidential information relating to either the Company or JUSTWORKS HR must never be transported or saved on a portable storage device.

Vendors and visitors may not use a flash drive or other portable storage device on any Company or JUSTWORKS HR network computer.

If you lose a portable storage device containing Company or JUSTWORKS HR information, you should notify your supervisor and/or JUSTWORKS HR immediately.

14.9. Viruses

Viruses can cause substantial damage to computer systems. To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to the Company or JUSTWORKS network must do so through an approved internet firewall. Each user is also responsible for taking reasonable precautions to ensure that he or she does not introduce viruses to the network. To that end, all material received on flash drives, downloaded from the Internet or from computers or networks that do not belong to the Company or JUSTWORKS HR must be scanned for viruses and other destructive programs before being placed onto any computer system.

14.10. Encryption Software

Users may not install or use encryption software on any computers provided by the Company without first obtaining written permission from the Company. Users may not use passwords or encryption keys that are unknown to the

Company. The federal government has imposed restrictions on export of programs or files containing encryption technology (such as e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside of the United States without prior written authorization from the Company.

14.11. E-MAIL

The Company considers email to be any technology used to transfer business messages. Thus, for purposes of this policy, “email” may include text messages, instant messages and e-mail transmitted from smart phones or similar devices. Users are responsible for conducting themselves in an ethical and lawful manner when using e-mail. When creating e-mail messages, the Company expects you to follow the same standards required in all written Company-related communications.

As with all other Company Electronic Resources, the e-mail systems, including the software, servers, work stations, Company supplied smart phones or other portable devices, and all e-mail accounts maintained on the Company’s or JUSTWORKS HR’s computer systems are the sole property of the Company and/or JUSTWORKS HR, and are provided solely for the purpose of conducting Company-related business. The Company and JUSTWORKS HR retain the right to access, monitor, intercept, review and copy any and all e-mail messages composed, transmitted, received or stored with or on Company Electronic Resources and a User’s use of Company Electronic Resources constitutes consent to such. Users, therefore, have no expectation of any right of privacy in their use of the Company’s e-mail systems.

Users must understand that e-mail access is provided for the purpose of increasing productivity and not for non-business-related activities. That means that the Company expects you to use your e-mail account primarily for business-related purposes (i.e., to communicate with co-workers, clients, to research relevant topics and to obtain useful information relevant to your work at the Company). Whenever possible, non-business-related use should be limited to employee meal and break periods. Excessive use of e-mail for personal purposes or personal usage that interferes with the performance of your work or the work of other employees may subject you to discipline, up to and including termination. The following are specific provisions regarding prohibited and authorized use of your Company e-mail account.

14.11.1. PROHIBITED USES

Below are some examples of the uses that are prohibited under the e-mail usage policy. This is not intended to be an exhaustive list and employees are asked to use their best judgment when using the

Company’s e-mail services. Users shall not use the Company’s e-mail services to create, view, save, receive or send material related to the following:

- Creating, exchanging, sending, or storing offensive, sexually explicit, profane or obscene messages of any kind, including, but not limited to, pornographic material.
- Creating, exchanging, sending, or storing e-mail that promotes discrimination or may be harassing or offensive on the basis of race, gender, national origin, age, marital status, sexual orientation, religion, disability or any other category protected by law.
- Creating, exchanging, sending, or storing e-mail that contains a threatening or violent message or is intimidating or defamatory.

- Creating, exchanging, sending, or storing e-mail that is fraudulent.
- Exchanging proprietary information, trade secrets or other confidential information, including, but not limited to, confidential employee or personnel information, to anyone not affiliated with the Company or JUSTWORKS HR or with employees who do not have the authority or need to see or receive such information.
- Creating, forwarding or exchanging SPAM, chain letters, solicitations or advertising.
- Users may not, under any circumstances, use “spoofing” or other means to disguise their identities in sending e-mail or other electronic communication via bulletin boards, newsgroups or chat groups. Without express permission of their supervisors, Users may not send unsolicited (“spamming”) e-mails to persons with whom they do not have a prior relationship or bona fide business purpose.
- Altering a message from another user without their permission.
- Improperly using someone else's e-mail account as your own.
- Opening e-mail from an unknown source without performing a virus scan.
- Creating, exchanging, sending, or storing e-mail containing material protected under copyright laws.
- Forwarding your Company e-mail to your personal internet account (e.g., Yahoo, Gmail, Hotmail) for usage outside of the Company. E-mail can be accessed via the Company’s webmail account and can be forwarded to authorized users.

14.12. Guidelines for Authorized Use

- Passwords are your best defense against unauthorized use of your e-mail account. Do not compromise your account by giving your password to others or displaying it in public view.
- Users must also understand that any connection to e-mail offers an opportunity for non-authorized users to view or access Company or JUSTWORKS HR information. Therefore, it is important that all connections be secure, controlled and monitored.
- Long-term message retention is important only if it is relevant for business or legal purposes. If you desire to keep less important messages for longer than ninety (90) days, please archive the e-mail to your allotted server storage space. The e-mail system is designed to delete messages older than ninety (90) days.
- Avoid sending unnecessary Company-wide messages. E-mail “blasting” can cause a system to slow down and affect performance.
- Large e-mail attachments can drastically slow system performance. Attachments that exceed 20 MB in size will be removed by the server and not sent.
- Users should take care in addressing e-mail messages so that they reach the desired recipient. Also, spelling and grammar should be checked by the e-mail sender before sending the message.
- Subscribing to distribution lists and other forms of e-mail subscription services related to your job function is allowed. If the service does not pertain to your job function seek approval from the COO before signing up.
- E-mail use must not interfere with the performance of your work responsibilities. It is a tool that should enhance productivity, not reduce it.
- Only cc those parties who truly need to be on the e-mail.

14.12.1. DRAFTING E-MAILS

Because they may appear informal, e-mail messages are sometimes treated like a casual conversation and are not as carefully thought out as a letter or memorandum. Like any other written document, an e-mail message can later be used to indicate what an employee knew or felt. You should keep this in mind when creating e-mail messages and other documents. Even after you delete an e-mail message or close a computer session, it is still recoverable and may remain on the system.

14.12.2. PRIVILEGED ATTORNEY-CLIENT COMMUNICATIONS

Confidential e-mail sent from or to in-house legal counsel or an attorney representing the Company or JUSTWORKS HR should include this warning header on each page: “The information contained in this e-mail has been sent by or to an attorney and may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution or copying of this communication or any of its contents is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.”

14.13. Disclaimers/legal Notices

Disclaimer for Liability for Use of the Internet: Neither the Company nor JUSTWORKS HR is responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information, some of which include offensive, sexually explicit and inappropriate material. Users accessing the Internet do so at their own risk.

Compliance with Applicable Laws and Licenses: In their use of the Company’s Electronic Resources, users must comply with all software licenses/copyrights and all other state, federal and international laws governing intellectual property and online activities. Users should not copy and distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files and downloaded information) through the e-mail system or by any other means unless they have confirmed in advance from appropriate sources that the Company has the right to copy or distribute such material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner. Any questions concerning these rights should be directed to the COO or JUSTWORKS HR.

No Additional Rights: This Policy is not intended to and does not grant users any contractual rights.

14.14. Voicemail

The Company’s phone and voicemail system are part of its Electronic Resources and their usage is subject to the Electronic Resources Policy set forth in this Handbook. Thus, these systems and the messages transmitted and stored on them are and remain at all times the property of the Company and/or the provider of the system. As a result, voicemail messages are readily accessible to numerous persons. If, during the course of your employment, you transmit or record a message on the Company’s voicemail system, your messages may be subject to the investigation, search and review by others in accordance with this Policy. While the Company respects the individual privacy of its employees, that privacy does not extend to an employee’s work-related conduct or to any use of its technical resources, such as the voicemail system, regardless of purpose.

In your outgoing voicemail message you should state your name, job title, Company name, and indicate that you will return the call. You may not include any personal message.

14.15. Use of Equipment

The Company believes strongly in providing employees with all of the tools that are needed to succeed. For employees, this means that the Company will equip employees with a computer, a desk and other materials, as the Company deems necessary. All Company property including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines and vehicles is provided for Company business use. All materials and equipment provided to the employee by the Company are intended for Company-related use only and are the property of the Company. Except for items clearly intended for employees to use off-premises such as laptop computers, all the Company's equipment, materials, and supplies should never leave the Company's premises for employee use without the permission of the COO or his/her designee.

The Company reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of retrieving or protecting its property, for determining whether any policy of the Company has been violated, when an inspection and investigation is necessary to promote safety in the workplace or compliance with state and federal laws, or for any other legitimate business interest. These inspections may be conducted during or after business hours and in the presence or absence of the employee. By using the Company's property, users expressly waive any right of privacy in anything they create, store, send, receive or maintain in Company property, including, but not limited to, desks, storage areas, work areas, lockers, and file cabinets, facsimile and duplicating machines, vehicles and Electronic Resources.

Employees are expected to properly use and maintain in good working order all Company property and equipment made available to them to perform their jobs. Employees who lose, steal or misuse the Company's property may be personally liable for replacing or fixing the item and may be subject to disciplinary action, up to and including termination of employment.

Employees must strictly limit the use of the Company's equipment for non-work-related purposes and such use may not interfere with an employee's duties and responsibilities or violate the Company's policies.

In addition, in order to ensure the safety and security of employees, and to protect its legitimate interests, including, but not limited to, its interest in protecting confidential employee and medical information, the Company reserves the right to question, inspect or search any employee or other individual entering or leaving the Company premises or while on Company premises, including any bags, briefcases, carrying cases or other items that they may be carrying. Please refer to the Company's safety and security policies for more detail.

Employees have no right of privacy as to any information or files maintained in or on the Company's property or transmitted through the Company networks. For purposes of inspecting, investigating or searching employees' files or documents, the Company may override any applicable passwords, codes or locks in accordance with the best interests of the Company, its employees, guests or visitors. All bills and other documentation related to the use of the Company's equipment or property are the property of the Company and may be reviewed and used for purposes that the Company considers appropriate. Employees may access only files or documents that they have permission to access. Unauthorized review, duplication, dissemination, removal, damage or alteration of files or other property of the Company or the improper use of information obtained by unauthorized means may be grounds for disciplinary action, up to and including termination.

14.16. Care of Equipment

It is understood that accidents happen, but employees are encouraged to take the best possible care of all the Company's property. Whenever equipment or materials are damaged or malfunction, employees should notify the COO or his/her designee immediately so that the Company can address

the problem quickly. All items and services purchased through the Company remain the property of the Company.

Employees must sign an "Acknowledgement of Receipt and Condition" for equipment intended for use off-premises when they first take possession of a piece of equipment and when they return it. The Company may request that employees return a piece of equipment or submit a piece of equipment for inspection.

14.17. Use of Stationary & Mail Services

All engraved or printed Company stationery, envelopes and other work materials are for the Company's business only. These materials may not be used for personal correspondence or non-business-related matters. When signing business letters on the Company's letterhead, the employee's name and job title must be used.

Employees are requested not to send or receive personal mail or packages using the Company's mail services. Employees will be asked to reimburse the cost of postage for non-business-related materials sent through the Company's mail services.

15.1. Media & Public Relations

Media inquiries in relation to School Empowerment Network or any of its clients must be handled in accordance with the following guidelines: SEN's Chief Executive is the only person authorized to communicate with the media. In the absence of the Chief Executive, SEN's Senior Program Directors will handle media communications, in consultation with SEN's Board President. This policy covers all forms of responses to the media, including off-the-record and anonymous statements.

15.2. Gifts & Gratuities

Company employees are not permitted to accept gifts of any kind of a value exceeding fifty dollars (\$50) annually—including but not limited to money, goods, food, entertainment, or services—directly or indirectly from: 1) individuals or companies serving as vendors or potential vendors for the Company; 2) elected officials or their representatives; 3) candidates for public office or their representatives; or 4) political party officials or their representatives. Exceptions may be made by the COO or his/her designee, including instances where such gifts intended for and will be used by the Company. Offers of such gifts are in excess of fifty dollars (\$50), even when refused, must be communicated immediately by the employee receiving such an offer to the COO or his/her designee. Gifts given as a show of gratitude should in no way impact or influence your decision making and professional responsibilities. If speeches or any consulting services are given by an employee as a representative of the Company, such donations shall be the property of the organization.

15.3. Solicitation

The Company has established rules applicable to all employees to govern solicitation and distribution of written material during working time as well as entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

- 1.** No employee shall solicit or promote support for any cause or organization during his/her working time or during the working time of the employee or employees at whom the solicitation is directed; and
- 2.** No employee shall distribute or circulate any written or printed material in work areas at any time during his/her working time or during the working time of the employee or employees at whom the distribution is directed.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company. This excludes meal or other breaks, rest periods or other times during a shift when an employee is not engaged in performing services for the Company.

In addition, the Company's Electronic Resources (including computer systems, the Intranet, e-mail, phone systems, voicemail, cell phones and blackberries) shall not be used for personal gain or advancement of individual views. Utilization of e-mail or other Company-provided Electronic Resources for purposes of non-business solicitation or for personal gain or the promotion of events and causes is likewise prohibited.

16.1. Resignation

While not an exhaustive list, the Company will consider you to have voluntarily ended your employment if you:

- Resign
- Fail to report to work or call in for three (3) or more consecutive workdays. The resignation date will be effective as of the initial date of absence. To minimize business disruption, the Company hopes that you will give at least two (2) weeks' notice in the event of your resignation.

16.2. Phasing-out & Elimination of Positions

We carefully create positions for the Company. From time to time, it may be necessary to phase out or eliminate certain positions within the Company. Employees who are phased out or have their position eliminated may reapply for any other open positions that they are interested in and qualified for.

16.3. Exit Survey

Any employee who separates from the Company has the option to complete an anonymous, online exit interview survey. Before separating from the Company, ensure your current personal email is in the employee database as the exit survey link will be emailed to you. The exit interview is used to collect feedback about the employee's employment with the Company and any other information that the employee thinks the Company should know. This feedback will help the Company maintain successful policies and practices and focus on areas that need improvement.

16.4. Return of Office Materials

An employee who separates from the Company must return all office keys, identification, security cards and codes, computer, cell phone, parking permit, and Company-owned materials and supplies in such employee's possession to the COO or his/her designee. No information or copies of information, including but in no way limited to files, memos, computer-stored items, lists or other similar information, may be taken by such employee without the express written permission of the COO or his/her designee. Employees are prohibited from deleting any Company materials or documentation from any Company-owned electronic resources.

16.5. Continuance of Health Insurance under State Continuance or Mini-COBRA

Under certain State laws, if an employee terminates employment with the Company, the employee may be entitled to continue participating in the Company's group health plan for a prescribed period of time. In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents. State Continuation or Mini-COBRA coverage is not extended to employees terminated for gross misconduct.

Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare. Former

employees and dependents who are eligible for State Continuation or Mini-COBRA will receive information on their right to elect coverage.

For detailed information or questions on State Continuation or Mini-COBRA, please contact JUSTWORKS HR at support@justworks.com.

16.6. Re-employment

Depending on the circumstances, the Company may consider a former employee for re-employment. Such applicants are subject to the Company's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of his/her previous separation of employment from the Company.

16.7. Unemployment Compensation

In accordance with the law, the Company is responsible for Unemployment Compensation as required by the reimbursement provisions for businesses. An employee should contact their local Unemployment Insurance Division, which will determine his/her eligibility for unemployment benefits.

This handbook is a general guide to the employment policies of the Company. Neither this handbook, nor any benefit plan, is intended to create a contract for any purpose or duration, express or implied. This Handbook is not intended to guarantee employment or any particular conditions of employment, for a fixed period of time otherwise, or to restrict the right of the Company, or the right of any employee, to terminate the employment relationship, at any time, for any reason or for no reason, with or without notice. No administrator, manager or supervisor has the authority to enter into a contract of employment with you – express or implied – that changes or alters the at-will employment relationship. Only the Board of Trustees has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing and signed by the Chief Executive or his/her designee.

Benefit plans offered by the Company are defined in legal documents such as insurance contracts and/or Summary Plan Descriptions (SPDs). If you enroll in benefits and a question arises about the nature and extent of plan benefits or there is a conflict in language, the formal language of the plan documents (or, where applicable, state and local laws and regulations) govern and not the informal wording of this Handbook.

Acknowledgement of Receipt of Employee Manual

I have received a copy of the Company's Employee Manual.

I acknowledge my obligation to read and understand its contents.

I understand that it is my responsibility to acquaint myself with the contents of this Manual, that this Manual is not a contract of employment for any purpose or for any specified duration and that my employment with the Company is "at-will," meaning that either the Company or I may end my employment at any time, with or without notice, and with or without cause, unless I have a written contract signed by the Board of Trustees or their designee. I further understand that no other communication from the Company shall constitute a contract of employment for any specified duration or alter the "at-will" nature of employment. I hereby agree to abide by the rules, regulations, and policies of the Company.

This Manual supersedes any previous employee manuals or handbooks that may have been issued by the Company.

I agree to comply with all Company policies and procedures contained within this Manual.

I understand and acknowledge that I have read and am required to read and agree to comply with the Company's Anti-Harassment Policy, the Company's Policy Against Sexual Harassment and the Company's Complaint Procedure.

I understand and acknowledge that, if I have any questions concerning this Manual or do not understand any of its contents, I should contact SEN's COO or JUSTWORKS HR.

If any term or provision or portion of this Manual is declared void or unenforceable it shall be severed, and the remainder of this Manual shall be enforceable.

I further understand that nothing in the Employee Manual creates or is intended to create a promise or representation of continued employment with the Company, and that my employment, position, and compensation with the Company are at-will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right.