A Letter from the CEO

It's with great pleasure that I welcome you to the ESS family of companies!

As a member of our staff, you are a part of a company that is proud of its accomplishments – ones that have made it an outstanding national provider of educational staffing. ESS, as an employer, is committed to providing an environment that is conducive to carrying out our mission. Whether you have just joined our staff or have been with the company for a while, we are confident that you will find our organization to be a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of ESS to be one of its most valuable resources.

For our valued employees, we strive to administer our policies, as well as our benefit and compensation programs, in a manner that is competitive, fair and understandable. This Handbook intends to communicate terms and conditions of employment that apply to each of us as we carry out our important responsibilities. The policies, benefits, and services detailed herein reflect a concern not only for the well-being but also for the personal growth and development of all our employees. This handbook has been written to serve as the guide for the employer/employee relationship.

While this Handbook provides important information relative to all aspects of your employment at ESS, it cannot be used as the basis for all decisions. To that end, I encourage you to consult with your Supervisor or any member of our Human Resources staff should you need any additional guidance.

Buddy Helton
CEO
Important Notice - Please Read

Employment Relationship

This policy Handbook (“Handbook”) applies to all persons employed by ESS (“Company”). We encourage you to read it carefully.

This Handbook is a general guideline voluntarily adopted by the Company for informational purposes only. It is not intended to and does not create an express or implied contract of employment or any other contractual rights, obligations, or liabilities.

Your employment is at-will. Both you and the Company have the right to terminate your employment at any time and for any or no reason, with or without prior notice. While the Company may follow a disciplinary process from time to time, nothing in this Handbook or its application shall restrict the right of the company to terminate employment at-will.

Because the Handbook is not a contract, it does not contain any promises by the Company and the Company is not legally or otherwise bound by it. More specifically, the Handbook should not be considered as or relied upon by employees as establishing terms and conditions of employment.

The policies and rules described in this Handbook are effective as of the date of the issuance of this Handbook and your acknowledgement of the receipt of the same. This Handbook, as well as its attachment and all subsequent revisions, supersedes and/or replace all policies, regulations, Handbooks, and Handbooks issued previously.

Please understand that the Company also reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of policies, regulations, benefits, sections and provisions of this Handbook at any time, unilaterally, with or without prior notice, in its sole discretion.

No representative of the Company has the authority to enter into any agreement for employment for any specified period of time, to guarantee any particular position for any specified period of time, or to make any promises with respect to compensation, promotional opportunities, or any other term or condition of employment.

The Company operates in several states within the US. State, local, and federal employment laws change with some frequency, either as a result of a judicial decision or new legislation or regulations. Our Handbook may not always reflect the very latest requirements. Should the policies in this Handbook conflict with state, local or federal laws, the state, local or federal laws will supersede our policy. Any questions should be directed to our Human Resources Department.
Welcome
Welcome to ESS, (“Company”). This Handbook contains policies on a wide range of topics and Company best practices. It is important for you to familiarize yourself with the policies mentioned here. If you have any questions or comments concerning this document, you should contact the Company. All employees must acknowledge the receipt of this document, and agree to comply with the policies set forth in this document. This document must be signed with the forms supplied to you at the orientation or initial employee training prior to employment.

The Company believes that every employee is an individual and that no general policy can, or should dictate what must happen in every situation. Therefore, from time to time, situations or problems may arise which the Company believes, requires, or deserves special handling, even though a policy stated in this Handbook may indicate a different general rule. Company management considers our Company a good place for our employees to work. One aspect of this is our commitment to effective communication. This Handbook is designed to inform all employees, current and future, of Company policies and the benefits that are offered to our employees. The contents of this Handbook are intended to be used solely for informational purposes and are subject to change as we identify better ways to improve our organization and better ways of meeting employee goals.

Company Background
ESS has grown into the premier provider of Comprehensive Educational PreK-12 Management Programs to public school districts. As a full-service educational management company, ESS was created in 2000 to be a leader in the field of recruiting, training, scheduling, managing, and retaining skilled substitute teachers. By relieving school districts of administrative duties and providing jobs for community-based substitutes, ESS delivers an unmatched level of comprehensive coverage that ensures quality in the classroom while providing significant, bottom-line cost savings.

Employment Policies
At-Will Employment Relations
I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at ESS (“the Company”) is employment at will, which may be terminated at the will of either the Company or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. Accordingly, either I or the Company can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

Equal Employment Opportunity (EEO) Philosophy
The Company is committed to equal treatment of our employees, regardless of age, race, color, sex, religion, marital status, national origin, disability, sexual orientation, or any other category protected by law.

The Company will continue to ensure that all personnel actions such as compensation, benefits, transfers, layoff, return from layoff, Company-supported training, social and recreational programs, and promotions will be administered without regard to race, religion, creed, color, ancestry, sex, age, marital status, national origin, disability, sexual orientation, or any other category protected by law. The Company is committed to providing a positive working environment that is free of discrimination, intimidation, offensive behavior, and harassment. The Company expects all of its employees to
conduct themselves with dignity and with respect for fellow employees, students, and others. Actions, words, jokes, text messages, emails, or comments based on an individual’s sex, race, ethnicity, age, religion, disability, or any other protected characteristic will not be tolerated.

**Recruitment for Diversity**
The Company is committed to employing a diverse staff. Employment decisions by the Company are based on job-related qualifications and experience in accordance with legal obligations. The Company will continue to recruit and hire from a diverse pool of qualified applicants. The Company makes this possible by asking each employee to complete an Equal Employment Opportunity form and other forms as required to comply with various rules and regulations.

The Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation and training.

**Employment Eligibility**
The Company employs only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In order to comply with the Immigration Reform and Control Act of 1986, each employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) business days of being hired. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the year, or if their previous I-9 is no longer retained or valid. The Company participates in E-Verify as required by state law.

**Anti-Harassment Policy and Complaint Procedure**
The Company is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

**Harassment and Discrimination Overview**
By definition, harassment is “aggressive pressure or intimidation.” Therefore, there are a variety of behaviors expressed and situations created that can be considered harassment. Harassment can be tied to race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Discrimination is defined as “the unjust or prejudicial treatment of different categories of people or things, especially on the grounds of race, age, or sex.”

The Company expressly prohibits any form of unlawful employee harassment or discrimination based on any of the aforementioned categories. Improper interference with the ability of ESS’ employees to
perform their expected job duties is prohibited and will not be tolerated and may result in disciplinary action up to termination.

The Company encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Company to promptly and thoroughly investigate such reports. The Company prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

**Workplace Bullying**

The Company defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Standards of Conduct, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

**Sexual Harassment**

Sexual Harassment of any employee of the Company is strictly forbidden. In accordance with this policy, all Company employees are expected to conduct themselves in a professional manner at all times and promote a positive work environment which is free from any form of harassment including sexual harassment and intimidation. Harassment or sexual harassment in the workplace, whether committed by employees, supervisors, customers, or any third party is not sanctioned nor tolerated. Consistent with the Company’s belief that each employee should be treated with respect and dignity, the Company is committed to providing a work environment free of discrimination and unlawful harassment. In keeping with this commitment, we maintain a policy prohibiting sexual harassment and harassment regarding any characteristic protected by the anti-discrimination laws including, but not limited to: age, race, religion, color, gender, national origin or ancestry, disability, sexual orientation, veteran status, or any other legally protected group status.
The Company’s Anti-Harassment Policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the company, including supervisors and co-workers. Furthermore, it prohibits harassment or sexual harassment in any form, including verbal, visual, physical, and the unacceptable use of cell phones, computers and the internet. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

a) Submission to such conduct is made (either explicitly or implicitly) a term or condition of an individual's employment;

b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that:

a) Has the purpose or effect of creating an intimidating, hostile or offensive work environment;

b) Has the purpose or effect of unreasonably interfering with an individual's work performance; or

c) Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking posts or other means.

A non-exhaustive list of what may, in some circumstances, be harassment or sexual harassment include:

- Unwelcome, sexual physical contact
- Unwelcome ongoing or repeated sexual flirtation, propositions, or remarks
• Sexual slurs, leering, threats, verbal abuse, derogatory comments or sexually degrading descriptions
• Graphic comments about an individual’s body or physical appearance
• Sexual jokes, notes, stories, drawings, gestures or pictures
• Spreading sexual rumors
• Touching an individual’s body or clothes in a sexual way
• Displaying sexual objects, pictures, cartoons or posters
• Impeding or blocking movement in a sexually intimidating manner
• Sexual violence
• Display of written materials, pictures or electronic images
• Unwelcome acts of verbal, nonverbal, written, graphic, or physical conduct based upon sex or sex stereotyping

Harassment based upon a protected group status consists of physical or verbal relating to an individual’s protected group status when the conduct:
• creates an intimidating, hostile or offensive working or educational environment; or
• substantially or unreasonably interferes with an individuals’ work or education; or
• otherwise is sufficiently serious to limit an individual’s employment opportunities

Examples of conduct which may constitute harassment based upon a protected group status if it meets the preceding definition include, but are not limited to:
• creating or displaying graffiti containing racially offensive language
• name calling, telling offensive jokes or spreading rumors
• committing acts of physical aggression against a person or his property because of that person’s protected group status committing hostile acts which are based upon another’s protected group status
• creating, distributing or displaying written or graphic material which intimidates or threatens individuals based upon their protected group status

It is our intention to create a workplace environment in which our employees, as an initial step, are able to confront other employees and inform them that their conduct is unwelcomed and must stop immediately.

Individuals and Conduct Covered
These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Company (e.g., an outside vendor, consultant or customer).
Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**Complaint Process**

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate manager, Human Resources or any member of management. All incidents will be investigated promptly and corrective action recommended based on the outcome of the investigation. The results of the investigation may include disciplinary action up to and including permanent termination of employment with the Company. To the extent possible, reasonable efforts will be made to maintain confidentiality and the investigation will be limited to those that need to know.

When possible, the Company encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Company recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Company encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination, is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the Senior Vice President of HR, or the CEO.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

**Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that, when needed, provide reasonable
accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so:

a) Causes a direct threat to these individuals or others in the workplace,

b) The threat cannot be eliminated by reasonable accommodation, and/or

c) If the accommodation creates an undue hardship to the Company.

Please contact the Human Resources department with any questions or requests for accommodation.

Gender Equity Notice
ESS is committed to gender equality. Federal and state laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual’s sex.

- **Title VII of the Civil Rights Act of 1964** prohibits employment discrimination based on, among other things, an individual’s sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

- **The Equal Pay Act of 1963 (EPA)** prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

Computer and Internet Usage
Substitute employees are directed not to use the computers in the district unless otherwise specified to do so through the teacher’s lesson plans. Likewise, you are not to bring your own software for use on district computers, or utilize district computers or printers for personal or unspecified use, as you may be held liable for replacement costs of paper or ink. You should not remove or detach any parts of computers located on district property or in any way disable the computers. You should not access the Internet unless specifically directed by the teacher, and under no conditions should you ask for or use a school district staff member or student’s log on information to access the internet.
The Company will take action against any employee who used email or the internet for unauthorized, improper, or illegal activities, such as harassing other users, accessing or distributing threatening or obscene material, distributing copyrighted materials without permission, creating or uploading computer viruses, and destroying or maliciously changing other users’ data. Users are personally liable for any illegal acts done using Company or district equipment.

**Right to Monitor**
All company-supplied technology and company-related work records belong to the Company and not to the employee. The Company routinely monitors use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

**Social Media Participation and Conduct**
The Company has a duty to protect itself, using its own judgement, from unauthorized disclosure of information and from comments that may be detrimental to the Company and our school districts. This social media participation policy includes rules and guidelines for social networking authorized by the Company, as well as personal social networking. The policy applies to all employees of the Company.

Social media includes all means of communicating or posting information or content of any sort on the internet, including to the employee’s own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication, including, but not limited to, video or wiki postings, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes but is not limited to Facebook, LinkedIn, Instagram, Snapchat, MySpace, Twitter, FaceTime, YouTube, personal blogs, or other similar forms of online journals, diaries, or personal newsletter not affiliated with the Company (referred to collectively as “Social Media or Social Networking”).

Personal technology is considered to be any device that is not owned or leased by the Company or otherwise authorized for Company use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes smartphones or other devices such as Androids, iPhones, iPads and iPods.

The Company has a duty to protect themselves from unauthorized disclosure of information and from comments that may be detrimental to the Company and our school districts in the Company’s judgement. This social media participation policy includes rules and guidelines for social networking authorized by the Company, as well as personal social networking. The policy applies to all employees of the Company. Nothing in this section prohibits employees from discussing terms and conditions of employment.

The same principals and guidelines found in the Company policy apply to an employee’s activities online. Ultimately, the employee is solely responsible for what he or she posts online. An employee’s conduct that adversely affects his or her job performance, the performance of fellow employees or
otherwise adversely affect employees, customers, suppliers, or the Company’s legitimate business interests may result in disciplinary action up to and including termination.

The Company respects the right of employees to write blogs and use Social Networking sites. The Company does not want to discourage employees from self-publishing and self-expression and does not discriminate against employees who use these media for personal interests, affiliations or other lawful purposes. Employees must carefully read these guidelines as well as other Company policies including, but not limited to, Confidentiality Policy, Electronic Communication and Internet Use, and Anti-Harassment Policy, and ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject the employee to disciplinary action up to and including termination. In addition, content deemed to be derogatory, defamatory or detrimental to the districts we service will not be tolerated and may subject the employee to disciplinary action up to and including termination.

An Employee must never represent themselves as a spokesperson for the Company without prior, written authorization. If the Company is a subject within the content an employee is creating, he or she must be clear and open about the fact that he or she is an employee and that their views do not represent those of the Company, fellow employees, clients, vendors, or people working on behalf of the Company. If an employee publishes a blog or post online related to the work they do or subjects associated with the Company, it must be made clear that they are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company”.

**Social Media Expectations**

Employees are expected to refrain from using social media while on work time or on Company provided equipment.

Employees must adhere to the high standards for appropriate school relationships, ethics and conduct at all times, regardless of the ever-changing social media and personal technology platforms available. This includes Company employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that may be considered inappropriate.

1. Employees must not use personal technology and/or social media to share, publish, or transmit information about or images of students and/or Company and District employees.
2. Employees must be aware of the risks associated with the use of personal technology and social media at school or school-sponsored activities.
3. Employees will be subject to remedial and any other appropriate disciplinary action for violations of this policy up to and including termination.
4. Do not accept students as friends on personal social networking sites. Decline any student-initiated friend requests, and do not initiate any friend requests to students.
5. Do not use commentary deemed to be defamatory, obscene, or slanderous. Exercise caution with regards to exaggeration, colorful language, obscenity, copyrighted materials, and derogatory remarks or characterizations.
6. Employees must weigh whether a particular posting puts your effectiveness as a substitute employee at risk.

7. Post only what you want the world to see. Imagine the students, their parents, the Company, or school administrators visiting from your site.

Solicitations, Distributions and Posting of Materials
The Company prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by the Company’s management and company-sponsored programs related to the Company’s services. Nothing in this section prohibits employees from discussing terms and conditions of employment.

Provisions:

- Non-employees may not solicit employees or distribute literature of any kind on company premises at any time.
- Employees may only admit non-employees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the non-employee at all times. Former employees are not permitted onto company property except for official company business.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event.
- The posting of materials or electronic announcements are permitted with approval from Human Resources. Violations of this policy should be reported to Human Resources.

Security Access
Employees, in the nature of their job performance, may be assigned badges, equipment, keys, and passwords. Desks, file cabinets, computers, computer products, voicemail, email, written and software materials are district property and must be appropriately used according to district policies. Upon completion of an assignment, all property is to be returned to the district and district access will be removed.

Work Space
Employees are responsible for maintaining the workspace assigned to them whether it be a classroom, resource room, desk, or other location assigned by the Company or the District. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company’s overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.
Use of School Property
Substitute Employees are responsible for school equipment, supplies, books, furniture, and apparatus under their care and use. Substitute Employees shall immediately report any property that is damaged, lost, stolen, or vandalized to the main office of the school. No substitute employee shall perform personal services for themselves or for others for pay or profit during work time and/or using District property or facilities.

Solicitation
Solicitation by an employee, of a fellow employee during the working day, for either employee, on behalf of an individual, organization, club, charity, or cause is prohibited.

Separation of Employment
Separation of employment within an organization can occur for several different reasons.

Resignation of Employment
Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks’ notice, preferably in writing, to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given. Once resignation has been submitted, paid time off, if applicable, cannot be used, even if approved prior to resignation.

Termination of the Employment Relationship
Employees of the Company are employed on an at-will basis, and the company retains the right to terminate an employee at any time. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Termination is an involuntary or mutually agreed upon act initiated by the Company to terminate employment with the Company. The employee may or may not have advance notice of the termination.

Return of Company Property
Employees are responsible for all Company and district property, materials, or written information issued to them or in their possession or control. On or before their last day of work, employees must return all the Company and district property. Where permitted by applicable laws, the Company may withhold from the employee’s check or final paycheck for the cost of any items that are not returned when requested. The Company may also take all action deemed appropriate to recover or protect its property.

Rehire
Former employees who left the Company in good standing and were classified as eligible for rehire may be considered for re-employment.

An employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.
Unemployment Insurance
All employees are eligible to apply for unemployment insurance through the applicable state office (or its website). Final determination of benefits eligibility is made by the Department of Labor of the applicable state, not the Company.

Employment Verification
Employment verification information requests should be made in writing with a written authorization and release, signed by the individual who is the subject of the request. Responses to such requests will confirm only dates of employment, wage rates, and position(s) held. We do not provide referral or recommendation letters.

All substitute positions for the Company are non-contracted, variable hour employees. The Company cannot guarantee a definite assignment or an exact number of assignments to employees as they have no set hours of work. It is also difficult to give employees any estimate of how often they will be called. It will depend a great deal on factors such as the Employee’s preparation and qualifications compared to the Company’s daily need, general overall needs of the Company, time of year, and success of each substitute when assigned. The Company is not able to forecast wage or income verification for future assignments and/or future employee availability.

Personnel Data Changes
The Company strives to maintain accurate personnel data and employee status information. The payroll department is dependent upon employees to report timely and accurate status information to the Human Resources Department. Employees are responsible for reporting changes such as personal mailing addresses, telephone numbers, email addresses, names of dependents, emergency contacts, educational accomplishments, and other such status changes. Status reports should be current and accurate at all times.

Access to Personnel Files
Employee files are maintained by electronically and are considered confidential. Managers may only have access to personnel file information on a need-to-know basis. The personnel file includes such information as the employee’s application, resume, hiring documents and other employment records. Any performance related complaints or incidents are not maintained in your personnel file. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employees who wish to review their file should contact Human Resources with advance written notice. Employees may review their own personnel files in the main office and in the presence of an individual appointed by the Company to maintain the files.

Workplace Expectations
Employment and Substitute Assignments
Applicants will not be considered to be employed by the Company until all required documents have been satisfactorily completed, signed and provided to the Company, and the Employee’s information is entered into the Company’s absence management and payroll systems.
An employee’s official start date with the company is considered to be the first day of their first paid assignment with the company. Employees are expected to work as frequently as they can. An active employee should be working at least two days a week, including two Fridays per month. Failure to meet these expectations may be considered voluntary resignation due to job abandonment. If an employee is unable to meet the Company’s expectations for activity, the Employee must notify the Company regarding the date they are able to return to normal working expectations.

Once an employee file is made inactive for any reason, they may not work again until they have gone through the reemployment procedures, which may include the fingerprinting process. Inactive substitute employees wishing to return in subsequent school years will need to reapply, and will be responsible to pay any fees incurred for re-fingerprinting. Please note that being re-hired is based on an employee’s performance history. Any disciplinary reports or negative incident reports may hinder eligibility for reemployment.

Employees are required to provide sufficient notice to the Company if unable to work their assigned work hours. Employees also have the ability to designate days within the absence management system as non-work days to show their unavailability. If an employee is unable to fill an assignment which they have accepted in the Absence Management system, the employee must notify the Company immediately via Employee Engagement. Failure to notify the Company will be grounds for discipline, including termination, and any wages paid to the employee for an assignment which was not worked will be deemed theft and, if necessary, prosecuted accordingly.

When an employee has received a substitute teaching or other assignment, their continuing employment status with the Company at that time may provide the employee reasonable assurance of further placements and employment during the following academic period(s) after the summer recess and other school district recess periods are over.

**Cancelling Assignments**

You are permitted to cancel an assignment through the Absence Management system up to 2 hours before the scheduled start time of the job. (Example: If school starts at 8:00 AM – you are able to cancel until 6:00 AM.) If you pass this time and need to cancel, you must contact ESS directly at (856) 482-0300 or send an email to HumanResources@ESS.com. If you are scheduled for a multi-day assignment and need to cancel a single date or multiple dates, you must call ESS as you will not be able to complete this via Absence Management yourself. Please understand, that if your assignment still appears in your Absence Management profile after following any of the above steps, the assignment has not been cancelled and you may be held accountable.

Any assignment cancellations that occur 12 hours or less ahead of scheduled start time of the assignment will be considered a “Last Minute Cancellation.” If a last-minute cancellation occurs, you may be prohibited from viewing and accepting available jobs for that date in the same district. If ESS determines that there is a pattern of last minute cancellations by you, the Company reserves the right to impose further disciplinary actions, up to and including suspension without pay and termination of employment.

Please note that although cancellations are permitted, they are highly discouraged and may result in disqualification from accepting further assignments for that date or school.
No Call/ No Show Policy
Employees who do not notify the Company of an assignment cancellation are considered a no call/no show. Due to the serious nature of not reporting to work, a no call/no show will result in an automatic Written Warning. Any further acts of no call/no show will result in termination and the employee shall be considered to have abandoned the job without notice. Employees who are separated due to job abandonment are ineligible for rehire.

Tardiness
Unless approved by the Company, Employees are expected to be at work on time. If you realize you are going to arrive late to your assignment, you must notify ESS and your assigned school of your expected tardiness. Substitute employees are expected to be on duty the same length of time as the regular district employee. Many experienced substitute employees advise arriving to school a few minutes prior to the start of your assignment in order to successfully find parking, sign in, locate the classroom, review the lesson plans, prepare the room and instructional materials, and otherwise prepare for a successful day of work.

If you accept an assignment after the scheduled reporting time you must arrive to the location no later than 30 minutes after you accepted the job. Employees that arrive later than 30 minutes from the time he/she accepts the assignment can be cancelled from the substitute assignment that day and will not receive compensation from the site. Employees that are in a multi-day assignment who arrive later than the specified time can be cancelled from the assignment that day and/or the remaining consecutive days, and will not receive compensation from the site. The company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action. Likewise, Employees who need to leave an assignment early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures may result in disciplinary action.

A phone call, email, text or other notification does not excuse your lateness, and may result in disqualification from accepting further assignments for that date or school.

Daily Substitute Assignments
Assignments may change based on the needs of the individual school or district that the employee is assigned. An employee is not guaranteed a specific subject area or grade level. When an employee arrives for an assignment, the school needs may have changed, and they may be asked to accept assignments outside of their background or educational training, or to cover classes during the district employee’s planning period. Flexibility with assignments is a requirement for employment.

Employees should not work in any assignment without a job confirmation number issued from the Company’s Absence Management system. Employees are not paid for non-attendance days due to emergency school closings, scheduled closings, or holidays, even if an absence is mistakenly put into the system. (See section titled Inclement Weather for additional information.)
In an effort to enhance safety practices, substitute employees are prohibited from engaging in any physical activities such as running and sports activities with the students or other faculty members. In the event you are a substitute for a physical education class, physical activity shall be limited to instructional purposes only.

**Half Day VS. Full Day Assignments**

Half day/full day designations are made at the time of the assignment and are based off of the information in the Absence Management system for a particular job. It will not be based on the time an employee signs/scans in or out. An assignment that is 4.25 hours (4 hours and 15 minutes) or less will constitute a half day assignment, while an assignment over 4.25 hours (4 hours and 16 minutes) shall constitute a full day substitute assignment. If you are called to substitute for a full day assignment and the assignment changes while you are performing your duties, you must call Employee Engagement to update the Absence Management system.

**Placement Errors**

If an error is made in placement which results in the Employee arriving to an assignment where they are no longer needed, the Employee should call the Company immediately for further instructions.

The following options may be available to the Employee:

- Expedited placement into another assignment, if available, regardless of position or pay in the same or different district.
- Decline available assignments and leave the site immediately after notifying the Company with no compensation.
- If no other assignments are available, regardless of position or pay, and if you were not contacted previously by an automated or Handbook telephone call, voicemail, text message, or email about a cancellation, then you may qualify for reduced compensation based on time and travel variables.

**Confidentiality**

In the normal course of performing an assignment, an employee may become aware of information about or concerning a student, client school district, client school district personnel, Company, or Company personnel. Such information, regardless of whether the information is defined or labeled as confidential, must be treated as confidential and must not be disclosed to any other person unless required in the performance of the employee’s duties.

Confidential information includes, but is not limited to, health or medical records, student records, disciplinary matters, company policies and procedures, etc. If you have any questions regarding what information is confidential or how to handle information which you obtained, please contact human resources at the Company offices.

In the event it is determined that an employee has disclosed confidential information, employee shall be subject to discipline, up to and including termination.
Standards of Conduct and Behavior
Standards of conduct and behavior have been established so that employees know what the Company expects of them. These standards outline conduct expected, and conduct which may result in disciplinary action. The Company reserves the right to take action based on what it deems to be appropriate in any given situation. These standards are not all-inclusive and other conduct that is not listed may result in disciplinary action, up to and including termination of employment. Action may be taken as a result of either improper conduct or a lack of performance. Improper conduct applies to a problem that is a result of behavior. A lack of performance is the result of a failure to meet expected job performance.

These standards do not form a contract of employment nor should employees have any expectations that such standards form a contract. Employment with the Company is at will and can be terminated for any reason at any time, with or without cause or for no cause. The decision as to what action will be taken rests with Company management and is made on a case-by-case basis. The Company reserves the right to change, alter, or abolish these guidelines at any time without prior notice. The following is a non-exhaustive listing of the types of employee conduct that may result in disciplinary action up to and including termination.

Student Contact
No employee shall physically touch students in any manner (grab, hug, kiss, fondle, slap, punch, push, etc.) unless there is an emergency situation and the touching is necessary to prevent harm to the employee, the student, or to others. Even then, employees must use the minimum force necessary.

No Company employee shall have any one-on-one contact of any manner (direct meeting, telephone calls, email, texting, etc.) with a student outside of school or school sponsored activities, unless the student is a relative or the contact is pre-approved by the parent/guardian of the student.

Employees are prohibited from engaging in conduct with students that the Company deems inappropriate including, but not limited to, engaging in any romantic or sexual relationships with students; fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students; initiating or continuing communications with students for reasons unrelated to any appropriate purpose; socializing with students outside of class time for reasons unrelated to any appropriate purpose; or providing alcohol (regardless of age) or drugs to students. It is important for employees to understand that engaging in a romantic or sexual relationship with a student is illegal, no matter what the age of the student. An employee who engages in such illegal conduct will be arrested, prosecuted and most likely incarcerated. Additionally, the employee will suffer the legal consequences of being labeled a sexual offender, may be sued for substantial money damages, and lose any opportunity for gainful employment in the future.

Employees with information regarding any prohibited relationships have a duty to report such relationship to school administration, the Department of Family Services, or the Office of Human Resources. Violation of this policy may result in disciplinary action, up to and including termination.
Professionalism
Employees must recognize that they are representatives of the Company and are expected to always present themselves and the Company in a positive and professional manner. Employees are expected to maintain professionalism at all times including, but not limited to, the workplace, while working in school districts, during school district activities, and while attending professional organization or industry conventions. Examples of inappropriate behavior would be, however, not limited to: use of profanity, discussion of adult activities, disparaging remarks regarding the Company while in the company of students, coworkers, clients, teachers, district administrators, parents, as well as printing/posting any inappropriate or negative comments on common websites such as Facebook. If an employee does not maintain this professionalism, it is the discretion of management to investigate and apply disciplinary action as appropriate including termination of employment.

Photography/Video Recording
Due to privacy concerns, personally owned recording devices are not to be used to create video or audio recordings or to take pictures or “selfies” while on duty or working with students. Such devices include, but are not limited to, personal cell phones, cameras, and tablets.

Student Supervision
Under no circumstances should a substitute employee leave students unattended in any classroom without appropriate, certified supervision. Substitute employees are responsible for all students under their care and are legally held accountable for the welfare of these students. Substitute employees should be aware that allowing students to leave a classroom unsupervised immediately creates a situation where the substitute’s liability for inappropriate behavior or injury is increased.

Use of Audio-Visual Equipment in the Classroom (Films, Movies, and Television)
The use of educational films and television in the classroom can be a valuable tool for instruction. However, the following guidelines should be followed:

- Substitute employees are not allowed to show films, videos, movies, or any other type of program, including YouTube videos or social media videos, unless it is part of a standards aligned lesson plan which the classroom teacher has prepared for you on your behalf.
- Under no circumstances should you show any films, videos, movies or other type of programs, including YouTube videos or social media videos, to students if not explicitly provided to you by the District.

Classroom Discussions
Substitute employees are expected to exercise reasonable and prudent judgment in all classroom discussions. Discussions shall be current, relevant, and significant to the instructional program, and topics shall be appropriate for and within the range of the knowledge, understanding, age and maturity of students.

Political Activities
Substitute employees shall not promote, organize, or engage in political activities or discussions while performing their duties or during the work day. Promoting or engaging in political activities shall include, but not be limited to, the following:

- Encouraging students to adopt or support a particular political position, party, or candidate; or
• Using school property or materials to advance the support of a particular political position, party, or candidate; or

• Self-promoting or campaigning for yourself for any elected position whether it is related or non-related to the school, district, or any other organization.

Diversity Awareness
This information is designed to provide our employees with a basic understanding of the importance of Diversity Awareness. All employees are responsible for demonstrating professional teaching behavior and modeling values which respect cultural diversity. These values include universal concepts such as appreciating, accepting, acknowledging, understanding, valuing, and celebrating differences among people with respect to age, class, ethnicity, race, gender, religious beliefs, socio-economic, physical and mental ability, special needs, race, and sexual orientation.

As a result, all employees are expected to provide a safe, supportive, positive, and nurturing classroom environment for students as they explore these differences.

In order to assist our employees, below are some recommended “Do’s and Don’ts:

Do –

• Always listen and respond to students’ questions in a professional manner.
• Think before you speak.
• Be sensitive – what you think is humorous or harmless may be offensive to another person.
• Provide positive feedback to students when they appropriately respond to questions.
• Always maintain classroom management.
• Adhere to the regular classroom teacher’s lesson plans.
• Observe and monitor students’ behaviors that may appear to be inappropriate.
• Channel students’ comments in a positive direction.
• Complete a school incident report regarding serious inappropriate behavior demonstrated by students regarding insensitive cultural diversity.
• Contact the school’s principal/administrator for assistance when necessary

Don’ts –

• Never make inappropriate comments related to a student’s or staff member’s diversity.
• Avoid inappropriate topics and subject matter that have no relationship to the lesson plan (e.g. race, ethnicity, religion, sexual orientation, etc.).
• Intervene when students use offensive words & actions related to another person’s diversity.
• Avoid comments related to your own personal feelings and opinions.
• Avoid students’ questions directed to you – “What do you believe”? 
• Never use sarcastic remarks & inappropriate humor that may offend a student or staff member.

• Never use negative comments related to a student’s special needs, classifications, and mental, physical and/or academic abilities.

• Never use social networking (e.g. Facebook, Instagram, SnapChat, Twitter), phone calls, emails, texting, or private meetings to contact students for any purpose at any time.

Employees may face negative consequences when they communicate words or insensitive behaviors that are offensive to a student or staff member. Employees may also be subject to disciplinary actions. We expect all employees to recognize, understand, and respect differences among students and staff members. Also, always be aware and adhere to the school district’s policies and procedures.

Religion in the Public Schools
The Company strongly supports the separation of religion and government. In an effort to support diversity, do not share your personal religious beliefs with students or staff. Substitute employees must maintain a posture of "neutrality" regarding religion in the classroom and in other activities and areas of the school, and are prohibited from advancing their own religious beliefs in schools.

Planning/Prep Periods
Substitute employees are expected to follow the daily schedule of the district employee they are filling in for, which may include a prep or planning period. A substitute may be asked to cover/perform other duties and responsibilities as needed by the school administration during the day, and likewise are required to assist in any capacity asked during the assignment, which may include working in another classroom during the conference or planning period. A substitute employee may not leave their assignment early if their last period of the day is a prep/planning period.

Student Illness/Injury
If a student becomes ill while at school send him/her immediately to the nurse/office with a student escort if necessary. Do not try to diagnose or take care of a student’s medical problem yourself, do not leave the classroom, and do not refuse the student access to the nurse for any reason. If a student has an accident or injury while at school, send him/her to the school nurse or summon an administrator immediately. Under no circumstances should a substitute teacher/paraprofessional administer medication to a student. Do not leave the classroom and do not refuse the student access to the nurse for any reason.

Release of Students
Any person(s) coming to the classroom for any type of information regarding a student or asking that a student be released from school MUST be directed to the main office. Students are never to be released from the classroom without an official notice from the office.

Exercising Professional Judgment When Interacting with Students
Employees shall maintain the dignity of the profession by respecting and obeying all policies, demonstrating personal integrity, and exemplifying honesty. Key points to obey:
• Maintain a professional barrier between you and students. You are the adult and the professional; act like the expert – not like another one of the “kids”.

• Keep the classroom door open when talking with students.

• Avoid any behavior that could be misinterpreted when interacting with students.

• Do not leave your students unsupervised.

• Avoid losing your temper or showing frustration.

• Do NOT take students home with you or transport them in your car alone or without prior administrative approval.

• Do NOT make telephone calls, email or write notes of a personal nature to students or their parents.

• Respect students and their cultural background.

• Use only proper humor (avoid sexual, political, religious, or racial jokes or humor).

Avoiding Negligence
Primary among many substitute employees’ concerns is protecting students from harm and themselves from lawsuits. While not all accidents can be avoided, liability for them can be if you have provided adequate supervision. The following guidelines may help prevent injuries to students under your supervision, act responsibly in the event of accidents and avoid legal problems should mishaps occur.

• Do not have any inappropriate physical contact with a student.

• Do not use inappropriate language nor verbally abuse a student, staff member, or parent.

• NEVER USE CORPORAL PUNISHMENT WITH STUDENTS. Corporal punishment includes hitting, pushing, pinching, forcing a child to stand up for long periods of time, making a student do pushups, or using any physical force.

• Do not isolate yourself and a student in a private setting.

• Do not leave the school grounds during school hours.

• Do not leave a classroom unattended.

• Do not provide food or beverages to students.

• Do not bring or show unauthorized movies to the students.

• Do not transport students in a vehicle.

• Do not dispense or administer medication to a student.

• Do not comment on a student’s personal appearance.

• Do not contact a student outside of school.

• Do not use picture or video cameras including those in cellular phones on school grounds.

• Do not use cell phones in the school building even to check time, accept assignments, or check emails.
• Do not order a disruptive student to leave a classroom unsupervised. Instead, use the intercom to ask for assistance from the office.

• Do not place students in the hallway or in a corner of the room as a means of discipline.

• Obtain permission from the principal before sending notes or other communication home to parents.

• Avoid discussing controversial subjects or materials (Politics, Religion, personal beliefs, questionable cartoons, etc.) with students, unless it is part of and aligned with a lesson plan. Even then, refrain from providing your personal opinion.

• Do not advertise products or services during class.

School District Rules
In addition, to comply with the foregoing Standards of Conduct and Behavior, each school district serviced by the Company has its own additional rules, regulations, and requirements with which you are expected to strictly adhere and comply. It is the employee’s responsibility to become familiar with (and obtain copies of) all policies, rules, and regulations of the specific school district in which the employee is working.

Conflicts of Interest
Situations of actual or potential conflict of interest are to be avoided by all employees of the Company. Personal involvement with a student, customer, vendor, co-worker, or subordinate that impairs an employee’s ability to exercise good judgment on behalf of the Company creates an actual or potential conflict of interest.

An employee involved in the type of relationships/situations described in this policy should immediately and fully disclose the relevant circumstances to the Director of Human Resources for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, the Company may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute ground for disciplinary action including possible termination.

If an employee of the Company is also a parent or guardian of a student in a partnering school district, the Company will follow district policy in regards to an employee working as a substitute in their child’s classroom and/or school and whether it qualifies as a conflict of interest.

Legal Notices
In the normal course of business, the Company may receive legal notices in many forms. These are generally of a confidential nature and all such legal notices, summons, tax inquiries, payroll papers, unemployment inquiries, etc. must be forwarded to the human resources or accounting department upon receipt.
**Attendance**
The Company expects all employees to work when scheduled. Unless approved by management, employees are expected to be at work on time. Employees scheduled to work an assignment lasting more than one continuous day at a school district are asked to call or enter an absence before 9:00 pm the evening before an assignment but in no case less than 3 hours prior to the start time of their assignment if sick and unable to report to work at the school district.

Repeated/excessive occurrences of tardiness, absenteeism, missed or canceled assignments will contribute to an unsatisfactory performance record with the Company and may result in disciplinary action up to and including termination. Excessive absences or tardiness may result in termination.

**Time Keeping**

**Sign/Scan In and Out**
Employees are required to sign or scan in at the main office of the school by the scheduled start time of their assignment as it appears in Absence Management, but no more than five (5) minutes prior to their scheduled start time. Likewise, employees are required to sign or scan out at the end of their scheduled work day but no more than five (5) minutes past their scheduled end work time. You are expected to remain at the school site for the entire length of the employee day; this includes planning periods unless you are otherwise directed by the main office. Under no circumstances are you permitted to leave a school campus for lunch, breaks, or any other reason unless authorized by school administration.

Time clocks are located throughout most districts at every school. If there is no time clock or the employee is unable to clock in, employees are required to sign in and sign out each day that they worked. Time clocks or sign-in sheets are necessary for security, payroll, and billing reasons, and must be utilized each work day. Sign-in sheets will be made available in the main office of each school in which an employee works. If no sign-in sheet is available, the employee should request one from the school secretary. If this is not possible, the employee should contact Employee Engagement at (877) 983-2244 for further direction. Failure to clock in and clock out or sign in and sign out will prevent payment of wages for that particular day. In such an event, the employee will not be paid until such time as the employee provides independent proof that the employee worked the entire assignment in the designated school and classroom.

**Personal Appearance**
It is important for all employees to project a professional image while at work by being appropriately dressed. Company employees are expected to be neat, clean and well-groomed while on the job. Clothing must be consistent with the standards for a school environment and must be appropriate to the type of work being performed.

Employees are expected to maintain a high standard of professional appearance that reflects the credible image of the Company. The dress code for schools is business casual. No mode of attire that distracts from or disrupts classroom and school decorum shall be considered proper for school wear. Employees working within school districts should refer to the specific professional appearance policies established by the school district(s) where they are assigned to work.
All employees must be covered from shoulders to knees at all times. Employees should not wear sleeveless shirts, t-shirts, tank tops, midriff tops, halter tops, jeans, leggings, ripped or torn clothing, miniskirts, sneakers, Ugg Boots (or anything similar), flip flops, sandals, or clothing that is considered to be revealing. Natural and artificial scents may become a distraction from a well-functioning workplace and are also subject to this policy.

Principals and other administrative supervisors shall be delegated the authority and bear the responsibility for ensuring compliance with the provisions of this policy and shall be expected to report their concerns on professional appearance in conformance with this policy to the Company. An employee who is inappropriately dressed in the opinion of the principal/supervisor, may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work. Any employee who disregards the provisions of the Company’s employee dress code policy shall be subject to disciplinary action.

**Cell Phone Use**
Substitute employees who use electronic devices or tend to personal matters on duty are taking time and attention away from their basic responsibilities and duty to students. Personal cell phone use of any kind during an assignment is strictly prohibited. This includes accessing your phone during prep periods, lunch time, breaks, in the teacher’s lounge, checking for available jobs on Absence Management, checking the time, internet use, social media, email (school, business, or personal), etc. Do not leave the classroom for personal telephone calls under any circumstances. If an employee is seen during an assignment using their phone during school hours, disciplinary actions up to and including termination of employment may occur.

**Photo ID Badges**
Photo ID Badges are issued to every substitute employee of the Company. Substitutes must wear or display this badge at all times when on any school campus. If the ID badge is lost or stolen, please report this to the Employee Engagement Department immediately by phone at (877) 983 – 2244 or email HumanResources@ESS.com.

**Transportation**
Transportation to and from the Company and job-related locations are the responsibility of the employee. Employees are to use their personal vehicle and it is their responsibility to have a valid driver’s license, registration, and insurance. Transportation of students in personal vehicles, unless required by the job and authorized by the Company, is strictly forbidden and may result in criminal charges and termination.

**Disciplinary/Corrective Action**
Every employee has the duty and the responsibility to be aware and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth by the Company.

The Company supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance
issues. Our progressive discipline policy has been designed consistent with HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. The Company reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Our progressive disciplinary policy cannot address each and every situation requiring corrective action that may arise in the workplace. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee’s work record; and the impact the conduct and performance issues have on our organization and our clients.

The following outlines the Company’s progressive discipline process:

- **Verbal Warning:** The Compliance Manager verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the Company’s online incident portal for future reference. Notice may be provided via phone or email.

- **Written Warning:** Written warnings are used for behavior or violations that the Compliance Manager considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in the Company’s online incident portal. Employees should recognize the grave nature of the written warning. Notice may be provided by email or mail.

- **Unpaid Suspension** – Employee will be unable to view or accept assignments while an investigation is being completed, or the Compliance Manager is waiting to hear back from the employee.

- **Termination** – An employee’s status with the company will be determined upon completion of an investigation. The employee will receive official notification of termination from the Company by mail and email.

The Company created an online system to receive employee performance feedback from client school districts. District administrators are required to submit an incident report in those instances when the performance of an employee is less than satisfactory. Incident reports are reviewed with the Employee via email, letter, or phone for the purpose of coaching, mentoring, refining, and redirecting. Once contacted, it is the Employee’s responsibility to contact the Compliance Manager for additional information as soon as possible but no more than 48 hours of notification. Employees may be temporarily “inactivated” after an incident is reported until an investigation of the incident is completed. Multiple exclusions may result in dismissal, as may a single substantiated incident involving serious misconduct.

The Company may give an employee an opportunity to correct or improve upon an identified problem. Should the employee fail to correct the identified deficiencies and maintain standards set by the Company, the Company may impart further action up to and including termination of employment. The Company reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

Examples of performance issues requiring disciplinary action include, but are not limited to:
• No Call/ No Show - Failure to cancel an assignment/show up for assignment.
• Tardiness – Failure to arrive and sign in to your assignment by your scheduled start time or leaving your assignment early without advanced, written approval from the school district
• Last Minute Cancellation – cancelling within 24 hours of your assignment start date.
• Failure to follow lesson plans, employee’s school schedule, instructions, or assigned work given to you by ESS or School District Employee.
• Unnecessary shouting or yelling at students, or disruptions to classrooms around you, rough housing, horseplay, wrestling, or other unprofessional misconduct towards or with students.
• Using scheduled work time to complete personal tasks such as homework, phone calls, texts or emails, etc.
• Failure to follow all policies and procedures listed in this handbook
• Reporting for work, or working while unfit for duty, which includes inappropriate mental and/or physical condition and physical appearance.
• Employees are expected to remain alert and actively engaged with students and staff while working on an assignment. Sleeping, dozing off, closing your eyes, resting your eyes, or putting your head down are examples of sleeping and will result in termination of your employment.
• Physical Contact with a student.
• Leaving students/classroom unattended or in the care of an unqualified person.
• Not allowing a student to go to the nurse or use the rest room upon request.
• Poor classroom management and ability to maintain discipline in the classroom.

**Insubordination**

Insubordination is the refusal of a directive from managerial personnel or the use of obscene or otherwise objectionable language to such personnel in a threatening manner. Insubordination undermines the discipline and authority needed in the workplace for the successful operation of the business and the ultimate benefit of clients and employees. Insubordination will not be tolerated and may result in termination.

School Administrators have the discretion to move any substitute employee to a position that he/she feels has a greater need that will result in a higher success in learning for the students. Substitute employees are expected to fulfill all extra duties that have been assigned to the regular district employee, which may include bus duty, lunch, recess, and hall duty, or other special assignments. Failure to follow a school administrators’ directive is considered insubordination as well and can result in one of the following:

- Removal from schools’ substitute pool, and/or
- Removal from school site
- Removal from district’s substitute pool.
Job Abandonment
If an employee is scheduled to work multiple day assignments, and fails to show up for the assignments or notify the company of the absences for three consecutive days, it will be assumed that the employee has voluntarily resigned their employment with the Company. Voluntary resignation of employment may impact the employee’s eligibility for unemployment benefits.

Training
The Company believes in providing training and/or orientation to all employees for their positions, in addition to annual recertification training on such topics as sexual harassment, diversity, etc. This training will be mandatory and is expected to be completed within the allotted time frame. Any and all training required by a State to become or remain eligible to be a substitute at a school district is expected to be completed by employee at employee’s expense and time.

Compensation & Benefits
Employment Classifications
All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees’ employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law’s requirements concerning minimum wage and overtime.

Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Company has established the following categories for both nonexempt and exempt employees:

- **Regular, full time**: Employees who are not in a temporary status and who are regularly scheduled to work the Company’s full-time schedule of 30 hours or more per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- **Regular, part time**: Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the Company subject to the terms, conditions and limitations of each benefits program.

- **Temporary, full time**: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company’s full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
• **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company’s full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

• **Seasonal, full time:** Employees who work a regularly scheduled shift for a specific season and more than 30 hours a week. Generally, these employees are laid off during the summer months as well as extended holiday periods. Seasonal employees are eligible for some of the benefits offered by the Company subject to the terms, conditions and limitations of each benefits program.

• **Seasonal, part time:** Employees who are hired on a seasonal basis and work less than a full-time schedule. Seasonal employees are eligible for some of the benefits offered by the Company subject to the terms, conditions and limitations of each benefits program.

Temporary workers are not eligible for company benefits unless specifically stated otherwise in Company policy or are deemed eligible according to plan documents.

**Employment Classifications under the Affordable Care Act (ACA)**
The Patient Protection and Affordable Care Act (“Act”) requires employers to provide health insurance to “full time” employees beginning January 1, 2015 or pay a penalty to the federal government. Pursuant to the Act, employees will be classified as either “full time” or “variable hour” employees. An employee’s classification as full time or variable hour will again be determined by the Company at the end of a recurring one year measurement period.

Employees are hired by the Company as variable hour employees who are not expected to work thirty or more hours per week on average during a twelve-month measurement period. An employee’s classification as full time or variable hour will again be determined by the Company at the end of a recurring one year measurement period. An employee will be considered full time if it is determined that the employee has worked on average 30 hours or more per week during the measurement period. An employee who does not qualify as full time will remain classified as a variable hour employee.

If an employee qualifies as full time and the Company offers healthcare coverage, the employee will be required to pay a contribution to the premium in accordance with the Act.

**Pay Deductions**
The law requires that the Company make certain deductions from every employee’s compensation. Among these are applicable federal, state, and local income taxes, as well as social security taxes on each employee’s earnings up to a specified limit. The Company also offers voluntary benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Changes to tax deductions or exemption status can be made by completing a new W-4 form and submitting to Human Resources. Forms must be submitted before 10 am the Monday before pay day to be included in the upcoming payroll.
It is the responsibility of the employee to immediately bring payroll discrepancy concerns to the attention of the Human Resources department. All concerns will be addressed in a timely manner.

Pay Schedule
All employees are scheduled to be paid weekly in arrears, each Friday. Should the Friday pay day fall on a holiday and you are on direct deposit or a pay card, you will receive your pay electronically the business day prior to the holiday. Pay is paid on the pay date under direct deposit and pay card; payroll paid by check will be mailed on the same day and is subject to delivery time of US Post Office which may be up to 5 to 10 days after the pay date.

Company strongly encourages electronic payments (direct deposit or pay card) for receipt of wages. In the event the employee elects not to participate in electronic methods, the employee acknowledges the following:

- The Company mails paychecks from their corporate office located in Cherry Hill, New Jersey. The Company does not control the US postal office and therefore does not control the arrival date of an employee’s paper paycheck;
- The Company may charge a fee for paper paychecks if allowable by state law;
- A strict ten (10) business day rule will be in effect for the stop payment and reissuing of a paycheck which, at the time of reissue will be sent regular mail;
- Fees will be charged to the employee for stop payments and reissuance of their paycheck.

Employees are required to keep their address updated at all times with the Company. In the event the employee changes their address, the Company does not guarantee address change on the current paycheck.

In the event you are under or overpaid, upon notice, the Company will correct the difference in your next paycheck. If you are overpaid, the Company will find it necessary to collect from you the funds in question. Employee agrees that the Company may withdraw funds for any overpayment directly from the employee’s direct deposit account on from the next paycheck.

Lunch Deductions
You are required to work the schedule of the school district where you accept an assignment. This schedule may require that you take an unpaid lunch break. If such break is required by the school district schedule then you are required to take a lunch break which shall be deducted from hours worked. Some districts require that the company automatically deduct a lunch period from your schedule. In these districts, if the district requires you to work through lunch or your lunch is shortened to less than 20 minutes, it is your responsibility to notify ESS on the same day of this additional time by contacting Employee Engagement at (877) 983-2244 or HumanResources@ESS.com.

Employees who work an hourly position in certain school districts which lasts 6 or more hours must take a half hour lunch. This half hour lunch will be automatically deducted from your pay – do not clock in or out for lunch! If the district requires you to work through lunch or your lunch is shortened to
less than 20 minutes, it is your responsibility to notify ESS on the same day of this additional time by contacting Employee Engagement at (877) 983-2244 or HumanResources@ESS.com.

Unless explicitly authorized by the Company to do so, no employee is authorized to work prior to their assigned start time, beyond the end time of the employee’s scheduled shift, or work during their scheduled lunch break, without prior approval from the Company. If a school district wants an employee to work beyond their normal schedule and hours, the school district will make a request directly to the Company for approval. The employee shall take no action concerning their schedule until the Company notifies the employee of its decision.

Failure to comply with the foregoing requirements concerning time keeping and work schedule will cause delay and/or nonpayment of wages and may subject the employee to discipline, including termination.

Voluntary Employee Benefits
Pursuant to the federal Patient Protection and Affordable Care Act (ACA), the Company offers a medical plan to provide minimum essential coverage (MEC plan) to all employees. This plan is optional and voluntary for the employee to join and the employee is responsible for 100% of the employee contribution (Note: While the Company can only offer healthcare coverage, Company cannot force employee to participate.) Employees are eligible to enroll in benefits in the 30 days following their first paycheck.

Additionally, the Company offers several voluntary limited medical indemnity plans to all employees, both full time and part time. These limited medical indemnity plans are optional and voluntary for the employee and the employee is responsible for 100% of the cost of their plan. In addition, these plans may be combined with the MEC plan to expand coverage. The Company does not provide any monetary contribution to assist with the cost of the limited benefit plan.

Voluntary dental, vision, life and accidental death & dismemberment (AD&D) coverage is also available to employees. Deductions for all of these benefits will be deducted from employee’s paychecks. Employees will have the option to arrange for a secondary method of payment to ensure continuation of coverage.

For a copy of summary plan descriptions and further benefit details, please see the benefit enrollment information in the Company’s employee portal.

COBRA
The Consolidated Omnibus Reconciliation Act, commonly known as COBRA, requires the Company to offer employees and their families the opportunity for a temporary extension of current health coverage ("continuation coverage") at the Company’s group rate in certain instances when coverage would otherwise end.

An employee will be permitted to continue his/her group medical coverage when his/her insurance would otherwise terminate due to instances such as a reduction in work hours or termination of employment (other than for reasons of gross misconduct). An employee’s spouse and dependent children will also be permitted to purchase continued coverage when they lose eligibility for coverage.
in instances such a divorce or legal separation, loss of dependent child status, the death of the employee, the termination of the employee’s employment (for reasons other than gross misconduct), the reduction of the employee’s work hours, or the employee’s becoming entitled to Medicare.

The period for which continuation coverage may be purchased varies according to the reason for the termination of coverage, and can be either 18, 29, or 36 months or as governed by federal laws. The cost of continuation coverage must be paid by the employee, spouse, or dependent and will be at the group rate plus an administrative fee or as governed by federal laws.

At the time, an employee and/or his or her covered dependents lose coverage under the Company health plan, whether or not continuation coverage is elected, the employee and/or dependents are entitled to receive a certification for the period of coverage by a Company plan and any waiting period that may have been imposed. This certificate of “creditable coverage” may be used to reduce any preexisting condition exclusion when the employee and/or dependent is next covered by a group health plan, assuming that there has not been a gap in coverage at the time continuation coverage ceases. This certificate shall be provided upon request, at any time within 24 months following the date the Company coverage ceases, whether or not continuation coverage was elected.

401k Plan
The Company currently offers a voluntary 401K plan to employees. Information concerning the plan, eligibility and an opportunity to enroll in the plan are provided to employees when they are hired. The 401(k) Summary Plan Description and enrollment forms may also be found on the Company’s employee portal.

Employees age 21 and greater become eligible to participate in the plan after 1 years of service and 1,000 hours of employment worked. Enrollment occurs on a quarterly basis. Employees may contribute between1% and 75% of earned compensation as defined by the plan. The Company matches employee contributions to the plan.

Completed enrollment forms should be forwarded to the Human Resources Department at the Company’s headquarters. Any questions concerning enrollment should be directed to Human Resources at HumanResources@ESS.com.

Bonuses
The Company, in its discretion, may from time to time offer employee bonuses or incentive plans.

Holidays
Employees are not eligible for paid holidays.

Sick/Personal Time
Most Company employees are not eligible for paid sick/personal time. Any employee eligible for sick/personal time will be notified accordingly upon hire. Employees are required to provide sufficient notice to Client Services at (856) 483-0300 if unable to work their assigned work hours. If applicable, the Company shall comply with any state or municipal paid sick leave laws and offer paid sick leave as required.
Vacation
Employees are not eligible for paid vacation time.

Bereavement
Employees are not eligible for paid time off for bereavement. Employees are required to provide sufficient notice to the Company if unable to work their assigned work hours.

Jury Duty
Employees serving jury duty will only receive compensation should state or local law require a minimum payment from the Company. Employees must present the Company’s human resources department the summons to appear for jury duty.

Federal Family Medical Leave Act (FMLA)
The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. This policy provides a general description of employee’s FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Human Resources department in writing.

General Provisions
Under this policy, the Company will grant to eligible employees up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility
To qualify to for leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the Company for 12 months or 52 weeks (which does not need to be consecutive). Time worked as a temporary employee or seasonal worker would be included into time worked. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.
Type of Leave Covered
To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child or placement of a child for adoption or foster care and in order to care for that child

- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).

- The serious health condition of the employee (described below):
  - An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee’s position.
  - A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.
  - This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity, and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
  - Employees with questions about what illnesses are covered under this FMLA policy or under the company’s sick leave policy are encouraged to consult with the Human Resources department.
  - If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
  - An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member’s call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.
  - Covered Active duty means:
In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.

In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee’s 12-week maximum of FMLA leave in a 12-month period.

Military caregiver leave (also known as covered service member leave) is to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term covered service member means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term serious injury or illness means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service while on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

**Amount of Leave**

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading “Type of Leave Covered”) under this policy during any 12-month period. The Company will
measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If both parents work for the Company and each chooses to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, each parent can only take a combined total of 12 weeks of leave. If both parents work for the Company and each chooses to take leave to care for a covered injured or ill service member, each parent may only take a combined total of 26 weeks of leave.

**Employee Status and Benefits during Leave**

While an employee is on leave, the Company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

**Employee Status after Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

**Use of Paid and Unpaid Leave**

All paid vacation, personal and sick leave runs concurrently with FMLA leave. Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

**Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Company will require certification from the employee for the following circumstances:

- Certification for the Employee's Serious Health Condition
- Certification for the Family Member's Serious Health Condition
- Certification of Qualifying Exigency for Military Family Leave
- Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave
For each of the aforementioned circumstances, the employee must respond to such a request within
15 days of the request or provide a reasonable explanation for the delay. Failure to provide
certification may result in a denial of continuation of leave.

Recertification
The Company may request recertification for the serious health condition of the employee or the
employee’s family member when circumstances have changed significantly, or if the employer
receives information casting doubt on the reason given for the absence, or if the employee seeks an
extension of his or her leave. Otherwise, the Company may request recertification for the serious
health condition of the employee or the employee’s family member every six months in connection
with an FMLA absence.

Procedure for Requesting FMLA Leave
All employees requesting FMLA leave must provide the Human Resources department with verbal or
written notice of the need for the leave. Within five business days after the employee has provided this
notice, the Human Resources department will provide the employee with the DOL Notice of Eligibility
and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30
days’ notice. When an employee becomes aware of a need for FMLA leave less than 30 days in
advance, the employee must provide notice of the need for the leave either the same day or the next
business day. When the need for FMLA leave is not foreseeable, the employee must comply with the
Company’s usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave
Within five business days after the employee has submitted the appropriate certification form, the
Human Resources department will provide the employee with a written response to the employee’s
request for FMLA leave.

Intent to Return to Work from FMLA Leave
The Company may require an employee on FMLA leave to report periodically on the employee’s
status and intent to return to work.

The New Jersey Family Leave Act (NJFLA) (New Jersey Employees)
The New Jersey Family Leave Act (NJFLA) is an unpaid, job protected leave under New Jersey’s
state law that allows qualifying full time and variable employees who work in New Jersey to take a
maximum of 12 weeks of family leave in a rolling 24 month period. The NJFLA ensures that eligible
employees are treated consistently and will be returned to their former position or a comparable
position once they return to work.

An employee may be eligible for unpaid leave under the NJFLA if, as of the date the employee’s leave
commences, the employee has been employed by the Company for at least 12 months, has worked
for a least 1,000 hours in the 12 month period preceding the commencement of the leave (benefit time
and previously taken leave hours are excluded) and is employed at a New Jersey location.
NJFLA is available only for specific family and medical reasons. These reasons are as follows:

- To care for a newly born or newly adopted child within one year of birth or placement;
- The care of a seriously ill family member. Family members include parents (including in-laws), children (biological, adopted, foster, step, legal ward, or child of a civil union or domestic partner) under age 19 or incapable of self-care due to a mental or physical impairment, spouses, domestic partners, or civil union partners.

Eligible employees should provide a minimum of 30 days advance notice that there is a need for leave related to the birth or adoption of a child. For a relative’s serious health condition, 15 days advance notice should be provided. However, when leave is unforeseeable, reasonable notice must still be given, but within the confines of the circumstances. If the employee fails to provide the minimum requirement for notice of a foreseeable leave circumstance, an explanation must be given as to the delay in notice. Failure to provide a reasonable excuse could result in the Company delaying the leave request by a minimum of 30 days.

**FMLA and NJFLA Working Together**

There are specific cases where both NJFLA and FMLA can be designated at the same time. When this occurs, the employee is eligible for 12 weeks in a 12-month period.

**New Jersey Family Leave Insurance (NJFLI) (New Jersey Employees)**

A Family Leave Insurance (NJFLI) Claim can be filed with the state of New Jersey as of the first day out of work for Family Leave (FLA). Keep in mind that NJFLI is a benefit through the state of New Jersey that allows eligible employees (must work in the state of New Jersey) to receive pay while they are out of work. This benefit can be used along with the NJFLA leave, but it does not provide job protected leave time when used alone.

If you are planning to use NJFLI, the human resources department must be notified at least 30 days prior. Failure to provide notification will result in a 2-week (14 day) reduction in your maximum NJFLI benefit entitlement, unless the leave is unforeseeable. If NJFLI is to be used intermittently, the notification requirement is 15 days advance notice.

**Personal Leave of Absence**

The Company, within its sole discretion, may approve a non-paid leave of absences (of no more than 30 days) for an employee in need of a leave of absence and who do not meet the eligibility criteria for FMLA and/or Military Leave. Requests for leave should be made in writing as far in advance of foreseeable events and as soon as possible for unforeseeable events.

**Military Leave**

The Company is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or
company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Human Resources Department to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, please contact Human Resources.

Workplace Safety
Drug-Free Workplace
Any employee found bringing onto the premises or property, or found having possession of, being under the influence of, being present in the employee’s body, blood, or urine in any detectable amount, or using, consuming, transferring, selling, or attempting to sell or transfer any form of illegal substances and drugs while on Company business or at any location or at any time during the hours between the beginning and ending of the employee’s workday, whether on duty or not and whether on Company business, property or job related work area, or not is guilty of misconduct and is subject to the disciplinary action up to and including termination.

If there is reasonable cause to believe the employee may be under the influence of drugs and/or alcohol, or may otherwise be suffering the effects of drug and/or alcohol abuse, the Company reserves the right to require any employee to submit to a drug/alcohol test without notice. Refusal to submit to a drug/alcohol test will be grounds for immediate dismissal. We encourage anyone who abuses alcohol, drugs, non-prescription inhalants and/or other controlled or dangerous substances to seek help in overcoming their problem.

Smoke-Free Workplace
A tobacco-free environment helps create a safe and healthy workplace. The Company recognizes the hazards caused by tobacco use and exposure to secondhand tobacco smoke. This policy covers the smoking of any tobacco product and the use of oral tobacco products, “spit” tobacco, and e-cigarettes. Smoking by employees is prohibited in Company buildings or on school campuses. Smoking and use of tobacco products are not allowed anywhere on company or district property; this includes parking lots and restrooms. The Company also prohibits the use of electronic cigarettes or any other electronic vaporizing device on company and district property at all times. Smoking should only occur in designated outdoor locations that are not on school properties or grounds, and are environmentally separate from care areas.

Weapons-Free Workplace
The Company prohibits the possession or use of dangerous weapons on Company property, or at any location where an employee may be performing work or service for the Company. These locations
include but are not limited to: school buildings and school property (any buildings, sidewalks, walkways, driveways, parking lots, athletic fields, school buses or other vehicles, bus depots or garages, etc.) This policy is in effect at all times while you are performing work for the Company, regardless of location. In the event that an employee has a license to carry a concealed weapon, this license does not supersede Company Policy. Any employee found to be in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Company employees are subject to this provision, including contract and temporary employees, visitors, and customers on Company property. “Dangerous weapons” include, but are not limited to, firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

The Company may at any time, at its discretion, search all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property or the property of its clients, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination. This policy is administered and enforced by the Company. Anyone with questions or concerns specific to this policy should contact the Company.

Criminal History
The Company attempts to ensure a safe and secure work environment for all employees. Additionally, as a service-oriented Company, our reputation is extremely important in the retention of current business and the development of new business opportunities. Therefore, as a condition of employment, all prospective employees of the Company must successfully pass a criminal history investigation and any other tests or requirements that the applicable state of employment requires to perform the responsibilities of the position, including but not limited to drug testing, tuberculosis testing etc. Background investigations and any other testing will be conducted in a manner that maintains the candidate’s dignity and confidentiality.

In addition, employees are required to report in writing any criminal charges and disorderly person’s offenses filed against them to the General Counsel for the Company within forty-eight (48) hours of being charged. This notice may be accomplished by sending an email to HumanResource@ESS.com. Failure to report or comply with human resources or regulatory instructions pertaining to requests for follow-up court documentation or additional information may result in disciplinary action, up to and including termination. In addition, as a result of such charges and/or convictions, employees may be disqualified from employment.

Violence in the Workplace
All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. The Company’s resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The Company treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to the Company. When reporting a threat or incident
of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Company of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. The Company will not retaliate against employees making good-faith reports.

The Company will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Company will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The Company encourages employees to bring their disputes to the attention the Company before the situation escalates. The Company will not discipline employees for raising such concerns.

**Safety**

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

In an effort to enhance safety practices, substitute employees are prohibited from engaging in any physical activities such as running and sports activities with the students or other faculty members. In the event you are a substitute for a physical education class, physical activity shall be limited to instructional purposes only.

The Company requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

**Emergency Procedures**

Emergency procedures exist in every school for the protection of the staff and children. It is the employee’s responsibility to obtain a copy of and be familiar with the emergency procedures of the school in which they are working. Failure to follow these procedures in an emergency drill or actual emergency may result in disciplinary action.
Workers’ Compensation Benefits
The Company is covered under statutory state workers’ compensation laws. Employees who sustain work-related injuries must immediately notify Human Resources for further instructions.

Reporting Work Place Accidents/Injuries
Work-related injuries and/or illnesses are covered under the Company’s workers compensation insurance policy. To report an injury, please dial (844) 482-9200. In the event of a medical emergency, dial 911 and report the injury as soon as possible.

Every work accident or occupational exposure should be documented on a Company injury report form which can be found on our employee portal. This report must be faxed to 856-375-8167 or emailed to HumanResources@ESS.com within 24 hours of reporting the injury. Company policy requires you to both report the injury via phone and also provide written documentation of the event. Receipt of the documentation will prompt an immediate investigation by the Company which not only assists in determining the cause of the accident or exposure, but is also important in the prevention of future accidents. When the Company receives notice of a work-related accident or occupational exposure, the insurance carrier will be contacted and a ‘First Report of Injury’ form will be filed and sent to the appropriate state agency.

If the employee requires non-emergent medical treatment, the employee will be directed by the Company where to go for treatment. If the treating physician determines the injured employee is not able to work, the employee shall obtain from the physician an “off work order.” A copy of the order is required to be faxed or emailed to the Company upon receipt.

If the employee is released to return to work without restrictions, the employee shall obtain from the treating physician a written release to return to work without restrictions. Again, the document must be faxed or emailed to the Company before returning to work. If an employee is released for work with restrictions, the Company will offer employees light duty work to accommodate those restrictions until cleared for full duty. Refusal to accept light duty work may affect the employee’s workers’ compensation benefits.”

If an employee is FMLA eligible and needs to be out of work for a workplace injury, FMLA and Worker’s Compensation Leave will run concurrently. If an employee meets the eligibility requirements for FMLA during a Worker’s Compensation Leave, Human Resources will designate the leave as FMLA as of the first day of eligibility.

If an employee is involved in an accident resulting in medical treatment or, in the Company’s sole judgment, there is reasonable cause to believe the employee may be under the influence of drugs and/or alcohol, or may otherwise be suffering the effects of drug and/or alcohol abuse, the Company reserves the right to require any employee to submit to a drug/alcohol test without notice. Refusal to submit to a drug/alcohol test will be grounds for immediate dismissal.

Any Company employee that observes unsafe behavior by another Company employee must report the same to Human Resources. The ultimate goal of this policy is to keep a safe, productive, drug-free workplace.
Inclement Weather
In the event of inclement weather, employees shall check the school district website and/or local news to determine if the school has been closed. If an employee has further questions, they should contact Client Services at (856) 482-0300 for instructions. If the employee’s school is closed, the employee’s assignment is cancelled and the employee will not be paid for time not worked. If the employee is on assignment at the school and there is an early dismissal due to weather conditions, the employee will be paid a minimum of ½ day of pay.

Disclaimer
Neither this handbook nor any other company document confers any contractual right, either express or implied, to remain in the company’s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is “at will.” This means that your employment is not for any specific time and may be terminated at the will of the Company, with or without cause, and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the CEO) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued at any time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except ESS employees and others affiliated with whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information as this handbook briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.
Employee Policy Manual Acknowledgement Form

I acknowledge that ESS (“Company”) has provided me with a copy of the ESS Employee Policy Manual (“Manual”), the Gender Equity Notice, and an opportunity to enroll in the 401k plan. I agree to abide by the conditions set forth in such policies. I understand that I should consult Human Resources regarding any questions not answered in the Manual. I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, with or without cause, at any time.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual may occur, except to the Company policy of employment at will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this Manual is neither a contract of employment nor a legal document. I have received the Manual, and I understand that it is my responsibility to read and comply with the policies contained in this Manual and any revisions made to it.

Employee’s Name: ____________________________________________________________

Employee’s Signature: _______________________________________________________

Date: _____________________________________________________________________