



Employee Handbook
A Guide for CoBro Consulting Employees

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Company Overview

General Company Contact Information

CoBro Consulting, LLC
11546 Village Ridge Road
San Diego, CA 92131
Main Phone: 1-888-977-7665

Website: www.cobroconsulting.com
COMPASS Website: www.compass_system.net
COMPASSMatch Website: www.compassmatch.net
Survey Website: www.cobrosurveys.com

Company Background

CoBro Consulting is a research and consulting firm providing evaluation services including program evaluation, statistical analyses, data management systems development, survey services, and results reporting. CoBro Consulting provides evaluation services and data management systems primarily for GEAR UP programs, but also for other educational programs, such as Smaller Learning Communities, TRIO, and College Access Challenge Grants. Since 2005, CoBro has worked with over 50 GEAR UP state and partnership programs, in 18 states across the nation.

Our Services

CoBro Consulting offers a wide variety of services to assist programs in data collection and evaluation required for federal reporting and continuous program improvement.

Research

Effective program evaluation requires knowledge and expertise in areas of experimental design and research methodology. CoBro Consultants have extensive experience conducting all aspects of broad-scale research projects.

Data Management Systems Development

CoBro Consulting uses the latest technology to strengthen the evaluation capacity of education reform programs. The online COMPASS and COMPASSMatch systems were created by CoBro Consulting to address current program data management needs.

Survey Services

Surveys can be valuable in providing information on participant opinions, attitudes, and knowledge. CoBro Consulting staff have designed, processed, and analyzed data from

hundreds of unique surveys. We produce both online and paper-based, scannable surveys for a quick turnaround time for results.

Needs Assessment / Process Evaluation

CoBro Consulting conducts assessments of program needs, internal structure, and processes to provide information necessary for strategic planning and programmatic decision-making. Methods employed include surveying program staff, facilitating on-site focus groups, and conducting in-person and telephone interviews of program personnel and stakeholders.

Data Analysis

CoBro consultants have extensive statistical knowledge and expertise. They work with clients to clarify research needs and determine the appropriate research designs and statistical analyses to examine program processes and outcomes. In addition, CoBro consultants present statistical findings in an easy-to-understand manner for clients. For ongoing program evaluation, the COMPASS system contains a statistics component that allows program staff to run their own descriptive and inferential statistical analyses (e.g., chi-square, t-test, correlation).

Our Systems

CoBro Consulting created two online data management systems, the Comprehensive Program Assessment System (COMPASS) and COMPASSMatch to assist with the extensive data collection and reporting tasks required of GEAR UP and other federally funded education programs.

The Comprehensive Program Assessment System (COMPASS)

COMPASS is a secure database management and evaluation tool that expedites data entry, organizes program participant data, generates reports, and conducts statistical analyses to evaluate program success. It is not a generic, one-size-fits-all system. In addition to a set of core modules to address elements common across educational programs, COMPASS is tailored to specific program needs in terms of data entry, reports, and analyses. COMPASS complies with Family Educational Rights and Privacy Act (FERPA) guidelines. Data remain within the secure COMPASS system on CoBro state-of-the-art servers, while still allowing for data entry across multiple sites.

COMPASS is comprehensive in that it includes components for each phase of program evaluation, including data collection, report generation, and statistical data analysis. The system is currently designed to collect GEAR UP demographic, academic performance, and service participation data on students, as well as parental and school involvement in GEAR UP activities.

COMPASSMatch

The COMPASSMatch in-kind contribution management system allows programs to easily record, calculate, and run reports of matching, in-kind contributions, which is required of

all GEAR UP programs by the U.S Department of Education. Many federal education programs struggle to manage their matching fund contributions. COMPASSMatch dramatically reduces time and effort on these tasks.

CoBro Consulting Principals

Darlene Cole, Chief Executive Officer / Director of Research

Darlene Cole has an M.S. degree in industrial-organizational psychology and over 20 years of experience supervising broad-scale research projects. Darlene has worked extensively with more than 35 education reform programs, including over 40 GEAR UP programs, to optimize their evaluation and data systems management capacity. Ms. Cole created the COMPASS online data management system to facilitate GEAR UP program evaluation processes. She has directed the CoBro Consulting team for over seven years.

Urban Pelicon, Chief Information Officer

Urban Pelicon has extensive experience supervising teams of programmers in designing and developing database Systems to deliver maximum utility. For nearly 10 years, he has specialized in developing and managing large-scale data systems for a variety of GEAR UP statewide and partnership programs. Mr. Pelicon has designed and developed such systems in both web-based and stand-alone modalities, based on particular client needs and capacities. Currently, Urban manages the development and technical support for the online COMPASS and COMPASSMatch data management systems, and oversees all aspects of data management, integrity, and security.

Keren Brooks, Chief Research Analyst

For more than 15 years, Keren Brooks has conducted program evaluation and statistical data analysis in the areas of education reform and academic institutional research. Ms. Brooks has an M.S. degree in industrial-organizational psychology and extensive experience managing and analyzing large-scale databases, conducting comprehensive academic program evaluations, and assisting with the design of software systems for optimal data management and evaluation functionality. For more than seven years, she has developed and supervised GEAR UP program research design, survey projects, statistical data analyses, and outcomes reporting for CoBro Consulting.

CoBro Consulting Core Staff

Administrative Team

Supervisor: **Darlene Cole**
CEO and Director of Research
dcole@cobroconsulting.com

Staff: Carina Davio, Director of Corporate Development and Client Relations,
cdavio@cobroconsulting.com

Information Technology/Data Team

Supervisor: **Urban Pelicon**
Chief Information Officer
upelicon@cobroconsulting.com

Staff: Craig Saiz, Data Specialist, csaiz@cobroconsulting.com
Dhruv Malhotra, Lead Programmer, dmalhotra@cobroconsulting.com
Oscar Morales, Quality Control Specialist, omorales@cobroconsulting.com
Steve Rodriguez, Data Specialist, srodriguez@cobroconsulting.com

Research Team

Supervisor: **Keren Brooks**
Chief Research Analyst
kbrooks@cobroconsulting.com

Staff: Sofia Andrade, Research Analyst, sandrade@cobroconsulting.com
Jamie Killam, Survey Coordinator, jkillam@cobroconsulting.com

Introduction

This employee handbook is a compilation of personnel policies, practices, and procedures currently in effect for CoBro Consulting, LLC. It is designed to introduce you to our company, familiarize you with company policies, provide general guidelines on work rules, disciplinary procedures, and other issues related to your employment, and to help answer some common questions that may arise in connection with your employment.

This Employee Handbook is not a contract. Like most companies, CoBro Consulting does not enter into a formal employment contractual agreement with CoBro employees. This handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the handbook is simply to provide information regarding present policies and practices at CoBro Consulting. This handbook is an overview or a guideline, and is not expected to cover every matter that might arise in the workplace.

CoBro Consulting reserves the right to modify any of our policies and procedures, including those covered in this handbook, at any time. We will notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective. Changes are effective as of the date of their occurrence.

As a virtual company, we operate in multiple states within the United States. State, local, and federal employment laws change with some frequency, either as a result of judicial decisions or new legislation or regulations. Although we work with a personnel/human resources specialist firm to monitor, and abide by, the laws in all states where we have employees, our handbook may not always reflect the very latest requirements. We are, of course, committed to complying with all applicable laws. If you have specific questions, please contact our Administrative Team.

Company General Policies

Equal Employment Opportunity Statement

CoBro Consulting is an Equal Opportunity Employer. We will extend equal opportunity and will not discriminate individuals on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies. This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, participation in company-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

Our policy reflects and affirms CoBro Consulting's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our Equal Employment Opportunity policies are further explained in the Equal Opportunity Employment section found on page 33.

Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), CoBro Consulting only employs individuals who are legally authorized to work in the United States. Furthermore, CoBro Consulting does not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 is used to verify your identity and employment eligibility. Prior to employment, all CoBro Consulting employees will be required to provide original documents verifying the right to work in the United States and to sign the verification form required by federal law (Form I-9). You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you begin working. If you cannot verify your right to work in the United States within three (3) days of hire, CoBro Consulting is required by law to terminate your employment.

Conflict of Interest

As an employee, you are expected to act at all times in the company's best interests and to exercise sound judgment unclouded by personal interests or divided loyalties. Both in performing your duties at CoBro Consulting, and in your outside activities, you should avoid the appearance as well as the reality of a conflict of interest.

A conflict of interest exists if your circumstances would lead a reasonable person to question whether your motivations are aligned with the company's best interests. If, for example, you are involved in an outside activity or have a financial or other personal interest that might interfere

with your objectivity in performing company duties and responsibilities, you may have a conflict of interest.

The Conflict of Interest Policy below outlines the parameters of conflict of interest for employees and/or contractors of CoBro Consulting. Employees of CoBro Consulting are expected to adhere to the highest standards of personal and professional integrity and shall protect the interests of the company. Personal gain shall not conflict with duty and responsibility to CoBro Consulting.

Guidelines

Where an employee or volunteer's private affairs or financial interests are in conflict with their work duties, responsibilities, and obligations, or result in a public perception that a conflict exists, the employee shall advise their supervisor immediately.

An employee shall be considered to have potential conflict of interest where he or she has a direct or indirect financial interest in a matter involving CoBro Consulting and where the employee could influence or appear to be able to influence any decision on that matter by the company. Examples include acceptance of personal gifts beyond moderate courtesy, purchasing decisions for personal gain, and/or written or public statements in conflict with CoBro Consulting, or a situation where the actions of an employee would compromise or undermine the trust that clients place in the company.

Employees and related firms or suppliers are not precluded from selling goods, materials, or services to CoBro Consulting, provided this activity is consistent with generally accepted competitive commercial practices.

Privacy Statement

CoBro Consulting considers your privacy important. We are committed to protecting the privacy of all those who provide us with their personal information for employment. Details of our Privacy Policy are further explained in the Privacy Policy section and can be found on page 38.

Confidential Information

As the result of your employment at CoBro Consulting, you will acquire and have access to confidential information belonging to CoBro Consulting and our clients of special and unique value. This includes such matters as CoBro Consulting's trade secrets, personnel information, suppliers, procedures, client information, contacts and data, price lists, financial information, records, business plans, business processes and know-how, prospect names, business opportunities, confidential reports, customer lists and contracts, as well as any other information specific to CoBro Consulting.

As a condition of employment, you must and hereby do agree that all such information is the exclusive property of the CoBro Consulting, and you will not at any time disclose to anyone, except in the responsible exercise of your job, or to a government or law enforcement agency

when you reasonably believe the information discloses a violation of a state or federal law or regulation, any such information whether or not it has been designated specifically as “confidential”. Signing separate confidentiality agreements (Addendum B and Addendum C) further clarifying this policy at CoBro Consulting’s request is also a condition of your continued employment with CoBro Consulting. In the event of any conflict between the confidentiality policies in this employee handbook and in the Employee Data Confidentiality Declaration or the Non-Compete and Company Confidentiality Agreement, the terms of any such agreement(s) shall control during their terms.

If you are ever unsure of your obligations under this policy, it is your responsibility to consult with your supervisor for clarification.

Employment Policies

Recruitment and Hiring

CoBro Consulting's primary goal when recruiting new employees is to fill vacancies with persons who have the best available knowledge, skills, and abilities needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made on the basis of current CoBro Consulting work needs, job-related criteria, and the discretion of the Principals. When positions become available, qualified current employees are encouraged and welcome to apply for the position. We encourage current employees to recruit new talent for our company.

Your Employment Relationship with CoBro Consulting

As noted above, like most companies, CoBro Consulting, LLC does not offer individual employees a formal employment contract with CoBro Consulting. CoBro Consulting does not offer tenured or guaranteed employment. As an employee of CoBro Consulting, you are an "employee at will". This means that either you or CoBro Consulting may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. However, we request that whenever possible, as a courtesy, you provide two weeks' advance notice of your intention to quit, so that we may plan accordingly.

Any information outlined in this handbook or in any other CoBro Consulting document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for "just cause". No other representative of CoBro Consulting, other than the Principals, have the authority to enter into an employment contract. No such agreement shall be enforceable unless it is in writing and signed by the CEO and the employee.

This employment at will relationship exists regardless of any other written statements or policies contained in this handbook or any company documents or any verbal statement to the contrary. This handbook does not create an express or implied contract of employment for a definite and specific period of time between you and CoBro Consulting, or otherwise create express or implied legally enforceable contractual obligations on the part of CoBro Consulting concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future, that conflict with the employment at will policy are void.

Employment Classifications

The following terms will be used to describe employment classifications and status. Any concerns about your employee classification should be addressed to your supervisor.

Exempt Employees

An exempt employee is a salaried employee who holds an executive, administrative, professional, outside sales, computer systems or management position. Exempt employees are not subject to the overtime pay provisions of the Fair Labor Standards Act (FLSA).

Non-Exempt Employees

A non-exempt employee is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime. All hourly employees are non-exempt employees. Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) are likewise not exempt.

Provisional Employee

A provisional employee is an employee who has not yet completed the ninety (90) day provisional period after first being hired. At will employment remains at will upon the completion of the provisional period.

Regular Full-Time Employee

A regular full-time employee is an employee who has completed their provisional period, has no termination date, and is regularly scheduled to work at least forty (40) or more hours, per week. Regular full-time employees may be either non-exempt (hourly) or exempt (salaried) employees.

Part-Time Employee

A part-time employee is an employee who has completed their provisional period, has no termination date, and is regularly scheduled to work at least ten (10) but fewer than forty (40) hours, per week. Part-time employees are not eligible for Company Paid Time Off (PTO) benefits, but are eligible for sick time.

Temporary Employee

A temporary employee is an employee who is hired for a specified period of time, and is paid only for their hours worked. Temporary employees are not eligible for Company Paid Time Off (PTO) benefits. Temporary employees include interns and co-op students.

Independent Contractor

An independent contractor is a person who provides services for a specified payment and specified result. CoBro Consulting may utilize services of independent contractors on occasion, typically for a specified and limited time period, identified by a contract. These

persons may be self-employed or they may work for an outside agency. CoBro Consulting will only have guidance over the result of the work contracted for, and has no say in how the work will be accomplished. CoBro Consulting will not provide any support or supplies to independent contractors to enable them to perform the work. Independent contractors are not eligible for company benefits and they are not considered employees of CoBro Consulting.

Provisional Period

The first 90 days of employment are considered a provisional period. This period provides you with the opportunity to demonstrate your ability, dedication, and skills to perform the job for which you were hired, and for you and the CoBro team to foster a working relationship. After successful completion of this period, you may be eligible for certain benefits and you will be considered a *regular* full- or part-time employee. Although we hope that the relationship between you and CoBro Consulting will be a successful one, completion of the introductory period should not be construed as a guarantee of employment for any specific duration. The end of the provisional period does not change your employment at will status.

Orientation and Training

To help you become familiar with CoBro Consulting and our practices, we have created this handbook. We will also provide any training deemed necessary to your work after you begin, and provide resources for you to become familiar with what we do. In addition, CoBro Consulting may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Personnel Records

It is important that CoBro Consulting maintain accurate personnel records at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you, CoBro Consulting requires that you promptly notify your supervisor or CoBro Consulting's Administrative Team of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with CoBro Consulting. You must complete and submit a new IRS Form W-4 (<http://www.irs.gov/pub/irs-pdf/fw4.pdf>) to us any time any of the information on the form changes.

Your personnel records will be kept by CoBro Consulting in California. At any time during your employment or thereafter, you have the right upon request to inspect your personnel file relating to your performance or to any grievance as maintained by CoBro Consulting. At any time during your employment and for two (2) years thereafter, you have the right to a copy of your payroll records as maintained by CoBro Consulting. Within twenty-one (21) days of your request, we will provide you with a copy of such records; we retain the right charge you the actual cost of the reproduction of the records.

Attendance and Punctuality

It is important for you to report to work on time and avoid unnecessary absences. CoBro Consulting recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism may result in disciplinary action up to, and including, termination. Excessive absenteeism puts an unnecessary strain on your coworkers and can have a negative impact on the success of CoBro Consulting.

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor as soon as you are aware that you will be late or unable to report to work. All notifications of absences must be in writing or by telephone to your supervisor. When extensive absence (3 or more days) is due to illness, CoBro Consulting reserves the right to require appropriate medical documentation.

After three (3) days of unauthorized absence, and if the absences receive no acceptable explanation, CoBro Consulting may assume that you have resigned.

Dress Code

As an employee of CoBro Consulting, we expect you to present a clean and professional appearance when you represent us. We ask that you dress in appropriate business attire when meeting with clients, and behave in a professional, businesslike manner. We also expect that you extend the highest courtesy at all times to co-workers, contractors, and clients. A positive attitude is essential to our commitment to extraordinary customer service and exceptional quality. If you have further questions about your expected attire, please discuss these questions with your immediate supervisor.

Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first three (3) months of employment with CoBro Consulting. An explanation of the Performance Review process will be provided to you separately, and the process will commence after your receipt. After the three-month introductory period, performance reviews will normally be conducted annually, on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by CoBro Consulting, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by CoBro Consulting at the discretion of the CoBro Principals in consideration of various factors, including your performance review.

Promotions and Transfers

In an effort to match your knowledge, skills, and abilities with the job for which you are most suited and to meet the business and operational needs of CoBro Consulting, you may be transferred from your current position. This may be either at your request or as a result of a decision by CoBro Consulting. Reasons for transfer may include, but are not limited to: fluctuations in department workloads or production flow; a desire for more efficient use of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons.

Hours of Work and Compensation

Hours of Work

Due to the nature of our work, CoBro Consulting does not set company-wide standard work hours. However, the standard normal work day is eight (8) hours, and forty (40) hours represents a normal work week. The work week commences 12:01 AM Monday and ends on midnight on the following Sunday. You will need to work with your supervisor to identify hours that accommodate your work requirements to determine your work schedule. Once you have agreed upon a schedule with your supervisor, any modifications to that schedule must be approved.

Meal Period and Breaks

Non-exempt (hourly) employees are required to take a daily 30-minute unpaid meal break when working at least five (5) hours, and an additional 30-minute unpaid meal break when working at least ten (10) hours in one day. Non-exempt employees are also allowed one (1) paid ten-minute break for each four-hour period or major portion thereof worked, which shall, whenever possible, be taken in the middle of each work period.

Exempt (salaried) employees may generally take a meal break and a reasonable amount of other breaks at their discretion.

Non-exempt (hourly) employees must document hours worked and PTO/Holidays via the online *Time Vantage* system. Your supervisor must approve all time cards. PTO/Holidays and absences such as jury duty, funeral leave, or military training, should be specifically noted on *Time Vantage* time cards for days on which they occur, and the total amount of hours.

Time cards must be completed accurately. Online submission of your time card is required to certify its accuracy as a record of the time actually worked. Falsifying a time card can lead to disciplinary action, up to and including, termination. Furthermore, the falsification of a time card or sheet is a fraudulent act for which an employee may be prosecuted.

Reporting Time Pay

When you are scheduled to work as a non-exempt (hourly) employee, in some circumstances you will be paid reporting time at your regular hourly rate for a portion of the time you were scheduled to work, but were unable to do so, due to lack of available work. When you are scheduled to work, and there is no work available, you will be paid one-half of the number of hours you were scheduled to work, less any amount you actually worked and were paid for, with a minimum of two (2) and a maximum of four (4) hours of pay. If you are not scheduled to work, but must report for a meeting, you will be paid for a minimum of two (2) hours at your regular rate.

Reporting time pay does not apply in the following instances:

- You were not scheduled to work.
- You were given reasonable advance notice (at least 12 hours) not to report to work. (It is your responsibility to keep your contact information up to date, so that we can reach you regarding schedule changes. It is also your responsibility to check your telephone and/or email messages on a regular basis, at least once in the evening and once in the morning before reporting to work.)
- You were provided with at least half of the hours of work you were scheduled to work.
- You were given a sufficient number of hours of work, regardless of whether the type of work provided was your usual work or not (e.g., stamping surveys, project research, being paid to wait for work).
- The lack of work was due to threats to CoBro Consulting employees or property, or when authorities have recommended work not begin or continue, when there is a failure of public utilities (e.g., no electricity, water, or sewer available).
- When the work interruption is caused by an Act of God (e.g., an earthquake).
- If you are not fit to work (e.g., intoxicated).
- If you have not reported to work on time and are fired as a resulting disciplinary action.
- If an unexpected or unusual event has made opening for business impossible and CoBro Consulting has made every reasonable effort to notify you not to report for work.

If you are notified in advance not to report to work, you may choose to use any available sick or vacation time in order to be paid for the day, or any portion thereof that you were not paid regular wages for work or reporting time pay.

Overtime

Because of the nature of our business, your job may periodically require overtime work. If CoBro Consulting requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior **written** approval by your supervisor (email is acceptable). Please keep this written approval for your records.

Non-exempt Employees

Non-exempt (hourly) employees will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week or eight (8) hours in any given work day. Non-exempt employees will be paid double-time for working over twelve (12) hours in any given work day, and for working in excess of eight (8) hours on the seventh work day of any work week.

For Non-exempt (hourly) employees, overtime work is only performed when approved in advance by your supervisor. Working overtime without prior approval may result in disciplinary action, up to and including termination.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as PTO taken, jury

duty, and reporting time pay is not counted as hours worked even if you are paid for such time off.

Exempt Employees

Exempt employees generally are not entitled to additional pay for overtime. Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

Payroll Practices

Employees are paid semi-monthly, on or about the 1st and the 15th of each month. If the regularly scheduled payroll date falls on a Saturday, CoBro Consulting will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a Federal holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Recording Hours

Permanent, non-exempt (hourly) employees will be required to record hours worked each pay period and any PTO or Sick Leave taken via an online system called *Time Vantage*. A Time Vantage user guide will be provided to you.

Permanent, exempt (salaried) employees are not required to record hours worked each pay period via the online *Time Vantage* system. Exempt employees will need to notify their supervisor of any full PTO days taken so they are recorded accordingly.

Salary Deductions and Withholding

CoBro Consulting will withhold federal, state, and local taxes, as required by law, as well as the required FICA (Social Security), disability, and Medicare payments.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form and necessary paperwork for deposit by our Administrative Team.

If there is an error in your paycheck, please notify the CoBro Administrative Team immediately. Every effort will be made to remedy the discrepancy as quickly as possible.

Employee Benefits

Except where required by applicable federal, state, or local law, the benefits provided to employees by CoBro Consulting are subject to change at any time. Please communicate with the Administrative Team concerning the benefits available to you.

PTO (Paid Time Off)

Due to the flexibility in work schedules and the nature of CoBro's work, all vacation, sick, and personal leave hours for full-time employees are calculated under PTO.

Each full-time employee will accrue PTO bi-weekly in hourly increments based on their employee status and years with the company. PTO accrues with each bi-weekly paycheck issued. Temporary employees, contract employees, some part time employees, and interns are not eligible to accrue PTO. PTO is not earned for hours which unpaid leave, short or long-term disability leave or Workers' Compensation leave are taken.

Employees may use time from their PTO bank in hourly increments. PTO is capped (no longer accrues) for employees at any given time that the PTO available for use reaches one and one half (1.5) of that employee's annual PTO amount (e.g., 15 days for employees who earn 10 days of PTO annually; 22.5 days for those who earn 15 days of PTO annually). Once the employee's PTO falls below this cap, the hours will begin accruing again.

Time that is not covered by the PTO policy, and for which separate guidelines and policies exist include bereavement time off, required jury duty, and military service leave.

Eligibility

Employees begin accruing PTO when they first begin work for CoBro Consulting. However, if an employee leaves the company, PTO will be calculated on a pro-rated basis for the time worked. If an employee leaves CoBro Consulting, PTO hours will be paid in the final paycheck. If the employee has taken more PTO time than he or she has accrued at the time of separation from CoBro Consulting, the employee will be obligated to pay back to the company any vacation time taken but not earned.

Notification Procedures

Your requested PTO must be submitted in writing to your supervisor at least two (2) weeks prior to the anticipated time off. Every effort will be made by CoBro Consulting to accommodate requests; however, business circumstances (such as APR season) may not permit all requests to be honored.

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor as soon as you are aware that you

will be unable to report to work. All notifications of absences must be in writing or by telephone to your supervisor.

When extensive absence, three (3) or more days, is due to illness, CoBro Consulting reserves the right to require appropriate medical documentation. (Also see the section on Family and Medical Leave for extended leave situations.)

Sick Leave

Part-time employees are not eligible for PTO benefits, but do accrue sick leave. Each part-time employee will accrue sick leave bi-weekly at a rate of 1.539 hours per pay period, totaling 5 days per year. Part-time employees may use time from their sick leave bank in hourly increments.

Eligibility

Full-time exempt and non-exempt (hourly) employees are not eligible for sick leave. Sick leave is included in the PTO benefit provided to full-time employees, outlined in the section above.

Part-time employees begin accruing sick leave when they first begin work for CoBro Consulting. However, if an employee leaves the company, sick leave will be calculated on a pro-rated basis for the time worked.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor as soon as you are aware that you will be unable to report to work. All notifications of absences must be in writing or by telephone to your supervisor.

When extensive absence, three (3) or more days, is due to illness, CoBro Consulting reserves the right to require appropriate medical documentation. (Also see the section on Family and Medical Leave for extended leave situations.)

Holidays

Each CoBro Consulting full-time or exempt employee will receive five (5) paid floating holidays per calendar year. This means that employees may choose which holidays they will receive pay for hours not worked.

Holidays may be selected from the following list of recognized holidays.

- New Year's Day – January 1
- Martin Luther King Jr. Day - Third Monday in January
- President's Day - Third Monday in February
- Good Friday

- Passover
- Memorial Day
- Independence Day – July 4
- Labor Day – First Monday in September
- Rosh HaShanah
- Yom Kippur
- Columbus Day - Second Monday in October
- Veterans Day – November 11
- Thanksgiving – Fourth Thursday in November
- Friday after Thanksgiving - Fourth Friday in November
- Christmas Eve - December 24
- Christmas – December 25

If you celebrate a holiday that is not listed, please discuss this with your supervisor for approval. Employee must notify supervisor with at least two weeks advance notice, or upon hire, ask that particular holidays be included in the approved list.

Hours paid will be based on normal working day hours (e.g., a holiday day will be awarded as eight hours for employees working 40 hours per week, and six hours for employees working 30 hours per week). Holiday hours not used within the calendar year may not be used as additional PTO, and will not roll over to the following calendar year. Holiday hours may only be used on days in the approved list above. Holiday hours will be recorded in the Time Vantage system, identified as Floating Holiday, when taken.

Situational Leave

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother, sister, brother-in-law, or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives. CoBro Consulting reserves the right to request verification of the reason for bereavement leave on a case-by-case basis. If verification is refused, CoBro Consulting may elect to not pay the employee for time taken, but employees may still use accrued PTO or take time off unpaid.

Military Service Leave

CoBro Consulting will allow time off from work for employees in the National Guard or military reserves or Naval Militia who take approved leave for training purposes, drills, and the like, up to seventeen (17) calendar days annually, and for volunteer firefighters, reserve peace officer, and emergency rescue personnel to perform emergency duties.

Non-exempt (hourly) employees shall not receive pay for this leave. Exempt (salaried) employees shall receive their usual salary for any week during which they are away from work for temporary military duty for less than the entire week, less the amount paid for such service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the CoBro Consulting with information relating to the amount paid for the temporary military service). Any week during which an exempt employee is away from work the entire week shall be unpaid.

Employees may choose to use PTO to be paid for otherwise unpaid time away from work while performing military or other service under this section. In all cases, employees will retain any other benefits obtained prior to this time. Employees must provide their immediate supervisor with a copy of the deployment order or other relevant documents as soon as possible after receipt.

Maternity Leave

CoBro Consulting employees are allowed up to four (4) months of disability leave for pregnancy when the employee-mother is actually disabled and unable to work. This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, and related medical conditions. Family medical leave may be taken after the expiration of this maternity leave.

If you wish to take this leave, you must provide CoBro Consulting with reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Family and Medical Leave

CoBro Consulting has a family and medical leave policy that is in compliance with the Family and Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and the California Paid Family Leave Act (CPFLA), that provide for a leave of absence to employees of CoBro Consulting in some circumstances, and which in some circumstances may also be a paid leave.

PTO will not accrue during unpaid leave under this policy. Upon return to CoBro Consulting at the end of the leave, you will be restored to your former position with the same rights, benefits, pay, and other terms and conditions which existed prior to the leave; or to an equivalent position with equivalent rights, benefits, pay, and other terms and conditions of employment if prior position is not available.

When on leave for your own serious health condition, you will be required to provide certification from your physician that you are able to return to work and perform the job duties to which you are returning.

FMLA allows employees to take up to 12 weeks of unpaid leave per year for serious health condition of the employee or a family member or for childbirth or adoption. If you wish to use FMLA leave, you must notify your supervisor as soon as possible. Employees may choose to use PTO to be paid for otherwise unpaid time away from work. Any paid leave that you take is counted as part of your FMLA leave.

Under a recent interpretation of the FMLA by the U.S. Department of Labor, an employee who assumes the role of caring for a child receives parental rights to family leave, regardless of the legal or biological relationship to the child. Either day-to-day care or financial support may establish a parental relationship when the employee intends to assume the responsibilities of a parent with regard to a child.

Every employee covered by California state disability insurance (SDI) is eligible for Paid Family Leave insurance of up to six (6) weeks, which need not be consecutive, per twelve (12)-month period, to care for a seriously ill child, spouse, parent, or registered domestic partner; to bond with the employee's new child or the new child of the employee's spouse or registered domestic partner; or to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or registered domestic partner. A serious health condition means an illness, injury, impairment, or physical or mental condition of a patient that involves inpatient care in a hospital, hospice, or residential medical care facility. This includes any period of incapacity (e.g., inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with such inpatient care; or continuing treatment by a physician or practitioner. Unless complications arise, cosmetic treatments, the common cold, influenza, earaches, upset stomach, minor ulcers, and headaches other than migraine, are examples of conditions that do not meet the definition of a serious health condition for purposes of Paid Family Leave.

The Paid Family Leave disability insurance program is provided and administered by the State of California. In accordance with the CPFLA, CoBro Consulting requires you to use two (2) weeks of accrued but unused PTO prior to taking leave under the CPFLA. If you have less than two (2) weeks of accrued but unused PTO, you shall use all of your accrued but unused PTO before taking Paid Family Leave. One week of vacation leave shall apply toward the CPFLA seven (7)-day waiting period.

Military Caregiver Leave

The federal Family Medical Leave Act, as amended in 2008 and 2010, allows an employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces or certain veterans with a serious illness or injury up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member. An employee may not, however, take more than 26 weeks of FMLA leave of all kinds in a single 12-month period. (For example, if you take six weeks of FMLA leave for your own illness or that of a family member, you may take no more than 20 weeks to care for an ill or injured service member.) Generally, you must give CoBro Consulting at least 30 days notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA now provides for up to 12 weeks of unpaid leave within a 12-month period when an employee's spouse, son, daughter, or parent is on active duty in the regular Armed Forces, National Guard or Reserves or has been notified of a pending call to active duty. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

Time Off for School Conferences

Unpaid time off, up to a maximum of sixteen hours (16) hours each year is available to all employees for attending school conferences and activities, and preschool activities which cannot be scheduled during non-working hours. Additional time off is available for the purpose of attending school if you are the parent or guardian of a student who has been suspended. When leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, you must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave.

Time Off Relating to Domestic Violence or Sexual Assault

Employees are allowed unpaid time off work to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or a child victim of domestic violence or sexual assault.

Employees may choose to use PTO to be paid for time away from work related to domestic violence or sexual assault. Personnel records with regard to time off from work as a result of being a crime victim are treated as confidential by CoBro Consulting.

Civic Duty Leave

Jury Duty

CoBro Consulting encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned, or are appearing in court as a witness pursuant to a subpoena or court order. Employees must provide their immediate supervisor with a copy of the jury summons or other court order as soon as possible after it is received.

If employees are called during a particularly busy period, we may ask you to request a postponement. CoBro Consulting will provide additional documentation in this regard, if necessary, to obtain such postponement.

For non-exempt (hourly) employees, time off for jury duty or to serve as a witness shall be unpaid. Jury duty can last from several days to several months or more. During this time you will be considered on a leave of absence. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status. Additionally, you must provide CoBro Consulting with written proof of attending jury duty for each day served.

Exempt (salaried) employees shall receive their usual salary for any week during which they are away from work to perform jury duty or serve as a witness in a trial for less than the entire week, less the amount paid for service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the CoBro Consulting with information relating to the amount paid for jury or witness duty). Any week during which you are away from work the entire week shall be unpaid.

Employees may choose to use accrued PTO to be paid for otherwise unpaid time away from work while performing jury or witness duty. In all cases, employees will retain any other benefits prior to this time.

Appearance as a Witness

An Employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued PTO when appearing as witnesses.

Voting

CoBro Consulting encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. However, employees will be allowed a reasonable period of time off with pay (two hours maximum) to vote in the case where they are unable to vote before or after your regular working hours. Generally, this time off shall be at the end or beginning of a work shift only and shall be requested at least three working days in advance.

Workers' Compensation Insurance

CoBro Consulting is committed to meeting its obligations under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. To provide for payment of your medical expenses and for partial salary continuation in the event of work-related accident or illness, you are covered by Workers' Compensation Insurance, provided by CoBro Consulting and based on state regulations.

All work-related accidents, injuries, and illnesses must be reported to your supervisor immediately. This ensures that CoBro Consulting can help you obtain appropriate medical treatment. Your failure to follow this procedure may result in a Workers' Compensation report not being filed in accordance with the law, which may delay your benefits in connection with the injury or illness.

The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. Questions regarding Workers' Compensation Insurance should be directed to the Administrative Team.

Use Policies

Information Security

CoBro Consulting possesses information that is sensitive and valuable, e.g., personally identifiable information, test scores and course outcomes, and other information considered sensitive. Some information is protected by federal and state laws or contractual obligations that prohibit its unauthorized use or disclosure. The exposure of sensitive information to unauthorized individuals could cause irreparable harm to CoBro Consulting and/or its clients. Additionally, if data held by CoBro Consulting were tampered with or made unavailable, it could impair the company's ability to do business and our clients' ability to comply with federal data reporting requirements. CoBro Consulting therefore requires all employees to diligently protect information as appropriate for its sensitivity level.

Failure to comply with CoBro Consulting's Information Security Policy may subject you to disciplinary measures, including termination and applicable legal actions. Please refer to CoBro Consulting's Information Security Policy (and Employee Data Confidentiality Declaration, Addendum B) for detailed information on policy compliance.

Internet Access

Access to the Internet and World Wide Web may be provided given principally for work-related activities or approved educational / training activities. Occasional personal use and study use is permitted. This privilege must not be abused and must not affect the user's performance of employment-related activities.

Responsibilities and Obligations

Employees shall not access, download, or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted, or an incitement to violence on Company time or on Company equipment.

You must respect and comply with copyright laws and intellectual property rights of both CoBro Consulting and other persons at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense. This policy is incorporated as part of the terms of employment by CoBro Consulting. Subject to the requirements of law, violation of this policy may result in a range of sanctions, from restriction of access to electronic communication, to disciplinary action, including dismissal.

Email/Chat

The email system is the property of CoBro Consulting. You may make limited personal use of our email system for personal matters, so long as such use is kept to a minimum and does not interfere with your work. The CoBro Consulting email system is company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of company communication, and may not be used to harass. Your email account is a company-provided privilege, and is company property. Remember that when you send email from CoBro Consulting domain, you represent the company whether your message is business-related or personal.

Cell Phone Access and Use

On a case by case basis, employees who require frequent and recurring mobile phone access due to nature of their job and level of regular communication with clients will be added to the company cell phone plan, or be reimbursed for cell phone expenses. The employee will be responsible for all overage charges not work related.

Limited use of your cell phone for personal matters during work hours is acceptable, as long as such use is kept to a minimum and does not interfere with your work.

Company Owned Equipment

Certain equipment is assigned to staff depending on the needs of the job. This equipment is provided exclusively for work use, and must be used as such. The equipment can include items such as a personal computer, printer, a survey scanner, and access to our central servers. This equipment is the property of CoBro Consulting, and it is expected that you will treat this equipment with care and report any malfunctions to your supervisor immediately.

Inappropriate use of CoBro Consulting computers, which may be defined at the discretion of CoBro Consulting, may subject you to discipline, up to and including termination. Inappropriate use includes, but is not limited, to the following:

- Use of CoBro Consulting computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, or discriminatory. If you receive such material, you should notify your supervisor immediately.
- Loading software that is not approved in advance by management.
- Making illegal copies of licensed software.
- Using software or techniques that would provide unauthorized access to CoBro Consulting's computers or would disrupt our equipment in any way.

- Sending or posting CoBro Consulting confidential information, whether anonymously or otherwise, by email, text, instant message, or posting to any Web site, blog, or social media site.
- Excessive personal use that requires additional maintenance, or shortens the life of the equipment.

Any message or file created or sent using any CoBro Consulting equipment is the property of CoBro Consulting. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to CoBro Consulting. CoBro Consulting reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a CoBro Consulting computer, including email.

You will be required to complete and sign a form (Acknowledgement of Receipt of Company Owned Equipment, Addendum D) acknowledging your receipt of company owned equipment, including specific information on the equipment such as serial number, condition, etc. You will be responsible for the equipment identified in the document and will be expected to return the equipment in the same condition in which you received upon leaving or termination from CoBro Consulting, or when your job no longer requires the use of such equipment.

Any damage believed to be from anything other than required general use will be assessed, and documented by CoBro's Administrative Team.

Travel

The following defines the specific policies to be followed when traveling on CoBro Consulting business, as well as employee accountability for CoBro funds. These policies apply to all CoBro Consulting employees.

Your supervisor must authorize each business trip in advance. It is intended that a consistent and equitable practice with respect to incidence and reimbursement of expenses be maintained throughout CoBro Consulting. The CoBro Consulting Principals have final responsibility for interpretation and enforcement of this travel policy.

Compensable Travel Time

Traveling may require time worked outside of your regular working hours. This time may be counted as time worked only while actively traveling or working away from your regular work location.

Compensable travel time includes any time an employee is required or authorized to travel related to the performance of their job duties, including: time spent traveling to an alternate worksite that exceeds by more than 20 miles the distance the employee normally travels to and from work, whether travel is accomplished by driving or on any other mode of transport, or waiting to board a mode of transport, including time spent traveling between an airport or similar transport facility and a hotel.

All employees will be reimbursed for reasonable travel expenses, subject to the reimbursement policy included in this section.

Exempt (Salaried) Employees

Time spent by exempt employees on traveling related to the performance of their job duties is included in the employee's salary, and no additional compensation will be paid for travel time.

Nonexempt (Hourly) Employees

Nonexempt employees who travel related to the performance of their job duties will be paid for all travel time, as described below:

Nonexempt employees will be paid at the employee's regular rate of pay while traveling. Nonexempt employees who travel will be paid overtime and/or double-time for all daily and weekly overtime hours worked, in accordance with CoBro Consulting's overtime policies.

Employees will not be paid for: time spent at a hotel sleeping or time spent after work duties are completed for the workday; time spent during meal breaks; or time spent on purely personal pursuits such as shopping, sightseeing, and visiting family or friends.

Employees must keep records of all time spent traveling each work day, and all time spent working each workday while traveling. Nonexempt employees are directed to take all meal and break periods, in accordance with CoBro Consulting's meal and break period policy. Time records should be submitted to in accordance with time recording policy.

Reimbursement

Receipts are required for all expenses submitted for reimbursement. A receipt must be the original and must include sufficient information to establish the amount, date, place, and the essential character of the expenditure. Credit card receipts are not considered adequate support if they do not detail the nature of the expenditure.

Reimbursable Expenses

The following types of expenses, if incurred in compliance with CoBro Consulting policy and while on CoBro business, may be submitted for reimbursement:

- Air travel
- Airport taxes
- Baggage handling
- Car rental and Car Rental Insurance (if car rental is not covered by personal insurance)
- Mileage pursuant to company business
- Copy services (for business purposes)
- Fax charges (for business purposes)
- Internet use charges (for business purposes)
- Hotel accommodations
- Laundry and valet services (trips over 6 working days)
- Meals
- Public transportation (railroad, bus, business use of personal vehicle, taxi, shuttle)
- Reasonable tips/gratuities
- Business telephone calls
- Tolls and parking
- Supplies (work related)

Non-Reimbursable Expenses

Personal expenses while traveling are not reimbursable by the company. The following is a partial list of items that are considered non-reimbursable:

- Dues to airline clubs
- Fines for traffic violations while on company business
- Damages to an employee's vehicle while on company business
- Loss of personal property while on company business
- Loss of cash advance, company paid airline tickets, or personal funds
- Cost of personal credit cards
- Any expenditures on behalf of a terminating or transferring employee
- Purchase of life insurance during travel
- Purchase of clothing and other personal items such as haircuts, shoe shines,
- Newspapers, magazines, etc.
- Medical expenses
- Personally owned air craft and chartered air craft expenditures

See the following for an in depth explanation of reimbursable expenses.

Transportation Expenses

CoBro Consulting will arrange for transportation for the employee or reimburse an employee for the cost of transportation incurred while traveling on authorized Company business.

Airline Travel

It is the policy of CoBro Consulting to use the lowest fare wherever possible. Please do your due diligence in finding reasonable accommodations at a competitive price. Once you have found a preferred route/flight, submit all preferred flight information and personal information (birthdates, mobile phone number, and full legal name) to the Director of Client Relations for booking. Coach or economy class will be used on all flights. Employees may elect to upgrade travel class at any time if they personally pay the cost difference between the class fare on their ticket and the class fare desired.

CoBro Consulting encourages all employees to request the purchase of their tickets in advance whenever possible. We understand that there are times when this is not possible but in those times when a meeting or conference is scheduled in the future, we suggest that you request the purchase of airline tickets for those events early.

We require that upfront supervisory approval be obtained on all air travel that is to be booked with less than 14 days advance notice. All exceptions must receive prior approval.

Unused non-refundable tickets should be reported to your supervisor and the Director of Client Relations, as these funds will be used for future travel. There are service charges

that will apply; however, it will reduce the cost of your next trip. If any unforeseen circumstances delay your travel, or postpone your return home causing additional expenses, please contact your supervisor to determine the best option for travel accommodations.

Transportation to/from Airport

The method of transportation (rental car, hotel shuttle, taxi and other ground transportation) is dependent upon the location, duration and nature of the business trip. The traveler is expected to use their best judgment as to the method chosen based on business needs. Parking fees and personal automobile mileage are a reimbursable expense when the total cost is less than taking public transportation, shuttle service, or taxi round-trip.

Personal Vehicle

Employees may use their personal vehicles on business trips, however such factors as the employee's auto insurance coverage and potential loss of working time should be considered. Employees using their personal vehicle on company business should carry at least \$100,000 / \$300,000 / \$25,000 liability and personal property coverage. In such situations, the employee will be reimbursed for actual mileage:

- Round trip, home/office to destination
- From hotel to the facility being visited and return daily.

The employee will be reimbursed for the total mileage incurred at the normal reimbursement rate as currently published on dates of travel by the U.S. Internal Revenue Service. Current mileage reimbursement rates can be found online at www.gsa.gov.

Rental Vehicle

Reimbursement for auto rental expense should be for the amount actually paid for business use. Receipts are required to support car rental expenses. Rental insurance must be purchased in the case where the employee's personal insurance does not cover the car rental. The cost of the rental insurance will be reimbursed. In the event of an accident the employee must notify their supervisor immediately. Follow the accident instructions listed in the rental car company's rental agreement. Always refuel the rental car before returning it to the rental company, do not use the rental company's pre-paid option. Gasoline purchased for a rental car used on company business is a reimbursable expense.

Circuitous Travel for Personal Reasons

Business trips, which also include circuitous travel for personal reasons, will be reimbursed for the direct or business portion of the trip, based on accommodations that would normally be accrued for business purposes.

Lodging

All hotel reservations will be made by the Director of Client Relations, with consideration of proximity to meeting location and cost. Please provide meeting dates and location information to the Director of Client Relations with ample time to make reservations at a reasonable cost. Should the employee need to change or cancel the reservation, it is the employee's responsibility to notify the Director of Client Relations of the need to cancel the reservation in sufficient time to avoid a charge. The Company will not reimburse any charges by the hotel for a *no-show* due to an employee's failure to comply with this requirement unless there are extenuating circumstances, and CoBro supervisory/managerial approval has been obtained.

Other Expenses

Meals

Individual meal reimbursement will be allowed for actual expense of meals within reasonable limits. *Reasonable* is a matter of judgment inasmuch as the cost of meals will vary by location. See the GSA website to determine the maximum per diem depending on the location of your travel. <http://www.gsa.gov/portal/content/110007>. Itemized receipts must be kept and submitted to the Administrative Team to receive reimbursement. If meals are provided as part of a conference or meeting registration fee, equivalent meals will not be reimbursed.

Reimbursement for meals on one-day trips will normally be allowed when the trip starts before the normal breakfast hour or when the employee is unable to return until after the normal dinner hour and such meals are not available on commercial airline flights, trains, etc. Reimbursements for meals is also allowable during business trips away from your working location less than one day but which extend over the normal mealtime.

Maximum allowances for company meetings that include meals or meals with clients will be considered on a case by case basis at the discretion of the CoBro Principals.

Laundry and Valet Expense

Laundry and valet expenses are normally not allowed on trips of five working days or less. However, if laundry and/or valet expense is justified for business reasons in connection with trips of five working days or less, an explanation should be provided, and supervisory/managerial authorization obtained beforehand.

Cell Phone Charges

As stated in the section above, employees who require frequent and recurring mobile phone access due to nature of their job will be added to the company cell phone plan or reimbursed for regular cell phone use. For all other employees, business-related usage charges from a personal phone will be reviewed and reimbursed on a case-by-case basis, based on submitted phone bills with business calls and the charges identified.

Customer Meetings, Business Meetings, and Conferences

CoBro Consulting will reimburse employees for reasonable and proper expenses incurred in connection with company-sponsored business meetings, and attendance at meetings of approved professional societies, associations, etc. A CoBro Principal must approve in advance, all business meeting arrangements, and conference attendance.

Separation from Employment

Layoff And Recall

There may be occasions when it becomes necessary for management to reduce staff, due to certain business conditions or for other reasons. On such occasions, CoBro Consulting will make decisions on the basis of our business needs related to employee job functions and their performance. Your supervisor or someone from the CoBro Consulting Administrative Team will speak to you personally about your employment status as needed.

Resignation - Termination of Employment by the Employee

As an at-will employee not subject to an employment contract, you may choose to end your employment with CoBro Consulting at any time, with or without good cause.

You are requested to submit a notice of resignation in writing to your supervisor at least two (2) weeks prior to the date you intend your resignation to take effect, to assist CoBro Consulting in planning for your departure.

If you provide seventy-two (72) hours or more notice before your resign, your final paycheck, including pay for all accrued unused and unpaid PTO, will be available on your last day of work. Otherwise, your final paycheck will be available within 72 hours after you give us notice of your resignation, or we will upon request mail your paycheck to you within 72 hours of giving us notice. Final paychecks will not be issued by direct deposit. Any expense reimbursements will be paid on CoBro Consulting's normal schedule.

At the time of departure from employment with CoBro Consulting, all company equipment must be returned to your supervisor immediately and in good condition.

If you leave CoBro Consulting in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to PTO, benefits, and seniority.

Dismissal - Termination of Employment by the Employer

As an at-will employee not subject to an employment contract, CoBro Consulting is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your work performance or compliance with the rules set forth in this handbook.

Your final pay check will be provided to you on your last day of work, including pay for all accrued unused and unpaid PTO. Final paychecks will not be issued by direct deposit. Any expense reimbursements due will be paid on CoBro Consulting's normal schedule.

At the time of departure from employment with CoBro Consulting, all company equipment must be returned to your supervisor immediately and in good condition.

Automatic Dismissal

The commission of any offense considered serious enough by CoBro Consulting's management, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of CoBro Consulting management or otherwise prohibited by law, be followed by the immediate dismissal of that employee:

- Making false statements or omitting pertinent facts on an employment application or in an employment interview;
- Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during the course of business;
- Stealing or deliberately damaging CoBro Consulting's or other employees' property;
- Disclosing or selling CoBro Consulting confidential information or trade secrets;
- Possessing a weapon on CoBro Consulting property;
- Reporting to work under the influence of alcohol, narcotics, or other drugs, unless the drug was prescribed for the employee by a physician;
- Falsifying CoBro Consulting documents or computer files;
- Destroying or deleting CoBro Consulting documents or files without legitimate cause, or with the intention of causing harm to the company;
- Conviction of a felony offense and/or imprisonment; and
- Taking unauthorized leave or failing to show up at work for more than three (3) consecutive days without notifying a supervisor.

Civil and/or criminal penalties or prosecution may also apply.

Exit Interview

Upon the termination of your employment, voluntary (by you) or involuntary (by CoBro Consulting), with or without cause in both cases, a representative of CoBro Consulting may choose to have an exit interview with you.

Upon departure or termination, you shall immediately return all files of any kind, keys, tools, and any other materials or confidential information whatsoever that are the property of CoBro Consulting. All company equipment must be returned to your supervisor immediately and in good condition. Legal action may be taken to recover any property or monies due to CoBro Consulting.

Notices Upon Change of Employment Status

Upon the change of employment status, whether termination, leave of absence, or switching from an employee to independent contractor relationship, CoBro Consulting will provide you with a written notice providing (a) CoBro Consulting's name, (b) your name and social security number, (c) the type of change in employment status, and (d) the effective date of the change. CoBro Consulting is not required to specify the reason for the employment status change.

If the change in status is because CoBro Consulting has terminated, laid off, or placed an employee on a leave of absence, then CoBro Consulting shall provide to the employee a copy of the Employment Development Department pamphlet DE 2320, "For Your Benefit, California's Program for the Unemployed."

Communication Policy

Any questions with respect to any of the provisions of this employee handbook should be addressed to your immediate supervisor or someone from the CoBro Consulting Administrative Team. You are entitled to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within CoBro Consulting at appropriate times and places.

Arbitration

Except as specified in the paragraph below, any controversy or claim arising out of or relating to the employment relationship created between the employer (CoBro Consulting) and employee (you), including all topics covered in this employee handbook, and the interpretation of this handbook, or any alleged breach of it, shall be settled by arbitration in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "Rules"), with such arbitration to take place in the County of San Diego, State of California, with an agreed upon arbitrator and arbitration administrator. If the parties cannot agree on an arbitrator administrator, a court of competent jurisdiction shall appoint one at the request of either Party. In the case of an arbitration where the claimant or respondent is seeking damages exceeding \$1 million or a class-wide arbitration, the arbitration shall be conducted by a panel of three arbitrators. The parties shall initially bear the cost of arbitration equally to the extent permitted by applicable law and otherwise, as dictated by applicable law or the Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The determination of the arbitrator in such proceeding shall be final, binding, and non-appealable.

This arbitration policy is not intended to apply when you seek unemployment insurance following your departure from the CoBro Consulting, file a workers' compensation claim, or file a charges with the Equal Employment Opportunity Commission, National Labor Relations Board, or any similar state agency, board, commission, or department.

Except as otherwise prohibited by applicable law, the prevailing party in any legal action or proceeding shall be entitled to reimbursement of its reasonable attorneys' fees and costs, as well as interest at the statutory rate.

This employee handbook shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California and of the United States of America.

Equal Employment Opportunity

Discrimination Is Prohibited

CoBro Consulting is an equal opportunity employer and makes all employment decisions without regard to race, color, age, religion, sex, disability, marital status, national origin, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, matriculation, or political affiliation. This policy applies to all terms and conditions of employment, including but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination.

CoBro Consulting makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the CoBro Administrative Team. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

CoBro Consulting adheres to the Americans with Disabilities Act (ADA), as amended, and the California Fair Employment and Housing Act (FEHA) and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA/FEHA require employers to provide a reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

The ADA prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter CoBro Consulting's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of company policy, CoBro Consulting prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) actually has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, training, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

We are committed to providing a reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless the accommodation would create an undue hardship to us.

Qualified applicants or employees who are disabled and need accommodation under ADA/FEHA should immediately request reasonable accommodation from CoBro Consulting upon hire.

On receipt of your request we will meet with you to discuss your disability. We may inquire about the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation. Reasonable accommodation may take many forms and it will vary from one employee to another. Accommodation that will impose undue hardship on CoBro Consulting is not considered reasonable.

Workplace Harassment

CoBro Consulting is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, CoBro Consulting has adopted a policy of *zero tolerance* with regard to employee harassment. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Harassment of any other person, including, without limitation, fellow employees or clients, whether at work or outside of work, is grounds for immediate termination. CoBro Consulting will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. It is defined as any unwelcome sexual advance, request for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

These behaviors may include, but are not limited to: unwanted sexual advances; inappropriate touching; demands for sexual favors in exchange for favorable treatment or continued employment; subtle or overt pressure for sexual favors; repeated lewd, sexually oriented comments or jokes; lewd flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies; leering; whistling; pinching; assault; coerced sexual acts; suggestive insults; obscene comments, gestures, emails, and texts; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates.

Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against another person because he or she does not fit the stereotype of being male or female.) CoBro Consulting encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with their supervisor.

Racial Harassment

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

Harassment Reporting and Resolution

If you believe that you have been subjected to harassment or if you believe you have witnessed any form of harassment, you should immediately contact your supervisor. An allegation against your own supervisor should be filed with the CoBro Administrative Team. Your complaint will be immediately and thoroughly investigated in a professional manner. There will be no retaliation against any employee who files a complaint in good faith or who assists in providing information relevant to a claim of harassment, even if the investigation produces insufficient evidence to support the complaint. If it is determined that inappropriate conduct has occurred, we will act

promptly to eliminate the offending conduct, and we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as we deem appropriate under the circumstances and in accordance with applicable law.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

Supervisors' Responsibilities

All supervisors and/or Principals are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Supervisors should:

- Encourage employees to report any violations of this policy.
- Make sure the CoBro Administrative Team is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual harassment is not permitted.

All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident.

Procedures for Reporting and Investigating Sexual Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after its occurrence.

Employees who believe they have been sexually harassed, regardless of whether the offensive act was committed by a supervisor, co-worker, vendor, or client, should promptly notify their immediate supervisor. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the CoBro Administrative Team. Every claim of sexual harassment will be treated seriously, no matter how trivial it may appear. All complaints of sexual harassment or other inappropriate sexual conduct will be promptly and thoroughly investigated by CoBro Consulting.

Employees may also make a complaint regarding harassment to the California Department of Fair Employment and Housing (DFEH). DFEH, acting as a neutral fact-finder, will investigate the complaint and act accordingly. Remedies available through DFEH include back pay, hiring, promotion, reinstatement, out-of-pocket expenses, front pay, policy changes, training, reasonable accommodation, affirmative relief, actual damages, including damages for emotional distress, and fines against the employer. DFEH can be reached at (800) 884-1684 (within California), (916) 478-7200 (outside California), or on the Internet at <http://www.dfeh.ca.gov>.

There will be no retaliation for filing or pursuing a sexual harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

Employees who believe they have been unjustly charged with sexual harassment can defend themselves verbally or in writing at any stage of the investigation. At the conclusion of a sexual harassment investigation the complainant and the *alleged harasser* shall be informed of the determination of the investigation. Where appropriate, the *harasser* and the *victim* may be offered counseling through an Employee Assistance Program, or mediation.

Penalties for Violation of Sexual Harassment Policy

If our investigation leads to the determination that there is merit to the allegations of harassment, the necessary corrective discipline, up to and including termination, will be taken by CoBro Consulting.

Employee Privacy Policy

We are committed to safeguarding the privacy of the personal information that we gather concerning our prospective, current and former employees for management, human resources and payroll purposes. This privacy policy applies to employees' personal information and to the management of that personal information in any form – whether oral, electronic or written. This policy gives effect to CoBro Consulting's commitment to protect your information.

While this policy is intended to describe the broadest range of our information processing activities, those processing activities may be more limited in some jurisdictions based on the restrictions of their laws. In those instances, we adjust our internal policies and practices to reflect the requirements of local law.

The Types of Personal Information Processed

The term personal information in this policy refers to information which does or is capable of identifying you as an individual. The types of personal information that CoBro Consulting processes include:

- Name, gender, home address and telephone number, date of birth, emergency contacts;
- Residency and work permit status, military status, nationality and passport information;
- Social security or other taxpayer identification number, banking details; PTO, and other benefits information.
- Date of hire, date(s) of promotions(s), work history, technical skills, educational background, professional certifications and registrations, language capabilities, training courses attended;
- Records of work absences, PTO entitlement and requests, salary history and expectations, performance appraisals, letters of appreciation and commendation, and disciplinary and grievance procedures;
- Where permitted by law and proportionate in view of the function to be carried out by an employee or prospective employee, the results of credit and criminal background checks, the results of drug and alcohol testing, screening, health certifications, driving license number;
- Information required to comply with laws, the requests and directions of law enforcement authorities or court orders (e.g. child support and debt payment information);
- Acknowledgements regarding CoBro Consulting policies, including ethics and/or conflicts of interest policies and computer and other corporate resource usage policies;
- E-mails, correspondence and other work product and communications created, stored or transmitted by an employee using CoBro Consulting's computer or communications equipment;
- Date of resignation or termination, reason for resignation or termination, information relating to administering termination of employment (e.g. references).

Most of the personal information we process is information that you knowingly provide to us. However, in some instances, we process personal information that we are able to infer about you based on other information you provide to us or on our interactions with you, or personal information about you that we receive from a third party with your knowledge.

How Personal Information is Used

CoBro Consulting uses personal information concerning employees in order to:

- Evaluate applications for employment;
- Manage all aspects of an employee's employment relationship, including, but not limited to, payroll, benefits, travel and other reimbursable expenses, development and training, absence monitoring, performance appraisal, disciplinary processes and other general administrative and human resource related processes;
- Administer termination of employment and provide and maintain references;
- Maintain emergency contact and beneficiary details; and
- Comply with applicable laws (e.g. health and safety), including judicial or administrative orders regarding individual employees (e.g., garnishments, child support payments).

Disclosures of your Personal Information

In order to carry out the functions outlined above, your information may be disclosed, as deemed appropriate, for the purposes set out above to the administrative team.

Our Agents, Service Providers, and Suppliers

Like many businesses, from time to time, we outsource the processing of certain functions and/or information to third parties and contractors. When we do outsource the processing of your personal information to third parties or provide your personal information to third party service providers, we will notify such employees of this, and we will oblige those third parties to protect your personal information with appropriate security measures and prohibit them from using your personal information for their own purposes or from disclosing your personal information to others.

Legal Requirements

We reserve the right to disclose any personal information we have concerning you if we are compelled to do so by a court of law or requested to do so by a governmental entity or if we determine it is necessary or desirable to comply with the law or to protect or defend our rights or property. We also reserve the right to retain information collected and to process such information to comply with accounting and tax rules and regulations.

Updating or Accessing Your Personal Information

With some limited exceptions, you may inquire about the personal information we maintain about you by sending us a written request by letter or e-mail to the Administrative team. We may not disclose data that you are not entitled to receive under applicable laws (e.g. data revealing information about another individual).

Request for Access to Personal Information / Questions or Complaints

If you have any questions about this policy, or any concerns or complaints with regard to the administration of the policy, or if you would like to submit a request for access to the personal information that we maintain about you, please contact a member of the CoBro Administrative Team.

Addendum A



Acknowledgement of Receipt of CoBro Consulting, LLC Employee Handbook

This Employee Handbook has been prepared for your understanding of the policies, practices, and benefits of CoBro Consulting; it is important to read this entire handbook. We reserve the right to make changes at any time without notice and to interpret these policies and procedures at the discretion of CoBro Consulting. This Employee handbook supersedes all prior handbooks and previously-issued policies.

By signing below, you acknowledge that you have read and understood the policies outlined in this employee handbook. You agree to keep this handbook in your possession during your employment and to update it whenever new information is provided to you. You understand this handbook is intended only as a general reference and is not intended to cover every situation that may arise during your employment. This handbook is not a full statement of CoBro Consulting policy.

You acknowledge that this handbook is not intended to create, nor shall be construed as creating, any express or implied contract of employment for a definite or specific period of time between you and CoBro Consulting or to otherwise create express or implied legally enforceable contractual obligations on the part of CoBro Consulting concerning any terms, conditions, or privileges of employment.

I acknowledge that I have received a copy of the CoBro Consulting, LLC Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this handbook, as well as other established policies and procedures of CoBro Consulting.

I also understand that the purpose of this handbook is to inform me of CoBro Consulting's policies and procedures, and it is not a contract of employment. Nothing in this handbook provides any entitlement to me or to any company employee. I also understand that CoBro Consulting has the right to change any provision of this handbook at any time and that I will be bound by any such changes.

Signature

Date

Name (please print)

Please sign and date one copy of this acknowledgement and return it to a member of the Administrative Team to be kept in your employee file. Retain a second copy for your reference.

Addendum B



Employee Data Confidentiality Declaration

During the performance of my assigned duties, I will have access to confidential information related to students attending educational institutions in the United States. This information is a necessary part of the work performed by CoBro Consulting staff and subcontractors for education reform programs affiliated/partnering with such educational institutions. I may also have access to other types of confidential data such as staffing data, health information, or other information/data provided by clients. All information/data managed by CoBro Consulting on behalf of a client is confidential under federal, state, or regional law and/or as specified under contracts between CoBro Consulting and clients.

I, the undersigned, hereby declare that I will not divulge any information or records concerning any student or other individual person without proper authorization in accordance with state and federal law and interagency agreements. I recognize that any discussion of, or release of, information concerning current or former students of any educational institution, or any other entity conducting business, or otherwise affiliated with, CoBro Consulting to any unauthorized person is forbidden and may be grounds for legal and/or disciplinary action. I also recognize that discussion of, or release of confidential information belonging to CoBro Consulting clients to any unauthorized person is likewise forbidden and may be grounds for legal and/or disciplinary action.

I agree that all discussions, deliberations, records, information, and electronic data generated or maintained in connection with these activities shall not be disclosed to any unauthorized person.

I have read and understand CoBro Consulting's Information Security Policy and agree to abide by all aspects of the policy. I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, 20_____

Signature of Employee / Intern

Name (please print)

Signature of CoBro Consulting Supervisor

Name (please print)

Please sign and date one copy of this acknowledgement and return it to a member of the Administrative Team to be kept in your employee file. Retain a second copy for your reference.

Addendum C



Non-Compete and Company Confidentiality Agreement

Your work for the CoBro Consulting will bring you into close contact with many of the company's clients, prospective clients, vendors, trade secrets, and confidential information. This agreement is put forth to ensure the protection of the best interest of CoBro Consulting, our staff, and our clients.

Duty of Confidentiality

_____ You agree that during your employment with CoBro Consulting, you will not use or share your knowledge of previous employer's trade secrets, intellectual property, or other confidential information for personal or company benefit.

_____ You agree that during your employment with CoBro Consulting and for a period of five (5) years following the termination of such employment for any reason, you shall not directly or indirectly divulge or make use of any confidential information outside of your employment with CoBro Consulting (so long as the information remains confidential) without the prior written consent of CoBro Consulting.

_____ You agree that you will not directly or indirectly misappropriate, divulge, or make use of company trade secrets for an indefinite period of time, so long as the information remains a trade secret as defined by applicable law.

_____ You agree that if you are questioned about information subject to this agreement by anyone not authorized to receive such information, you will notify CoBro Consulting within 24 hours.

Return of Confidential Information And Company Property

_____ You agree to return all confidential information within three (3) calendar days following the termination of your employment for any reason. To the extent you maintain confidential information and/or trade secrets in electronic form on any computers or other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination of employment with CoBro Consulting for any reason.

_____ You agree to return all CoBro Consulting's property in your possession at the time of the termination of your employment with the company, including but not limited to all documents, records, tapes, and other media of every kind and description relating to the business of the company and its clients, prospective clients, and/or vendors, and any copies, in whole or in part,

whether or not prepared by you, all of which shall remain the sole and exclusive property of the company.

Non-Competition/Solicitation

_____ You agree that, during the term of your employment with CoBro Consulting and for twenty-four (24) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, on behalf of any business in direct competition with CoBro Consulting, perform the same or substantially the same job duties.

_____ You agree that during the term of your employment with the company and for twenty-four (24) months after the termination thereof, regardless of the reason for the employment termination, you will not, directly or indirectly, solicit or attempt to solicit any business from any of CoBro Consulting's clients, prospective clients, or vendors with whom you had contact during your employment with the company.

Please initial next to each of the following statements to which you agree.

_____ You agree to faithfully perform the duties assigned to you and will not engage in any other employment or business activity while employed by CoBro Consulting that might interfere with the performance of your duties for the company or cause a conflict of interest.

_____ You agree that, due to your position, your engaging in any activity that may breach this agreement will cause CoBro Consulting great, immediate, and irreparable harm.

_____ You agree that the existence of this agreement is reasonable and necessary to protect CoBro Consulting's legitimate business interests and its client, prospective client, and/or vendor relationships, trade secrets, and confidential information.

Executed this _____ day of _____, 20_____

Signature of Employee/ Intern

Name (please print)

Signature of CoBro Consulting Supervisor

Name (please print)

Please sign and date one copy of this acknowledgement and return it to a member of the Administrative Team to be kept in your employee file. Retain a second copy for your reference.

Addendum D



Acknowledgement of Receipt of Company Owned Equipment

I, the undersigned, hereby acknowledge that I have received the following equipment owned by CoBro Consulting. I agree to use this equipment only for the requirements of my work, and treat it with care. I understand that I will be financially responsible for any abuse of this equipment, or any maintenance that is required due to excessive personal use.

Equipment Description: _____

Serial or ID Number: _____ Condition: _____

Equipment Description: _____

Serial or ID Number: _____ Condition: _____

Equipment Description: _____

Serial or ID Number: _____ Condition: _____

I have read and understand CoBro Consulting's Company Owned Equipment Use policy and agree to abide by all aspects of the policy.

____ (Please Initial) I give permission for CoBro Consulting to obtain the value of any company property or equipment I do not return immediately upon my departure from employment with CoBro Consulting. I give permission for CoBro Consulting to deduct this value (determined by CoBro) from my final paycheck.

Executed this _____ day of _____, 20_____

Signature of Employee

Name (please print)

Signature of CoBro Consulting Supervisor

Name (please print)

Please sign and date one copy of this acknowledgement and return it to a member of the Administrative Team to be kept in your employee file. Retain a second copy for your reference.