



INTO»

WORLD ADVANTAGE

EMPLOYEE HANDBOOK

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WELCOME!

Welcome to INTO University Partnerships [hereafter referred to as INTO]. We certainly want to do our part to make your job rewarding and productive. Ultimately, the success of INTO depends on you.

This Employee Handbook [Handbook] is a source of information about payroll, privileges, benefits and procedures, along with general rules and policies. It is for your information. Nothing in these policies is intended or will be applied in a manner that prevents or interferes with communications regarding employee wages, other terms and conditions of employment, or with employee activity protected by law.

Please note that the information contained in this Handbook, except state-specific addendums, apply to all INTO employees of INTO North America as well as INTO North America University Centers.

INTO reserves the right to amend, add or change the policies, procedures and/or employee benefits listed or offered in this Handbook.

This Handbook supersedes the provisions and policies of any earlier version of the Handbook you may have received.

If you have any questions, please ask your supervisor and/or Human Resources.

ABOUT INTO UNIVERSITY PARTNERSHIPS AND INTO NORTH AMERICA

INTO University Partnerships specializes in large-scale transformational partnerships that support and drive leading universities' internationalization goals. Within our university-led partnerships, INTO expands opportunities for international students to pursue higher education, investing in the resources, systems and processes to deliver a first-class student experience. Students benefit from university-designed and -delivered programs, highly supportive learning environments and state-of-the-art learning and living spaces while enjoying full access to their host universities' campus facilities, resources, and services. Since 2006, INTO has launched joint venture partnerships to internationalize 20 campuses in the U.K., U.S., and Asia. More information can be found at www.into-corporate.com.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. INTO uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or INTO may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire (or rehire). Any significant absence will automatically extend an introductory period by the length of the absence. If INTO determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period of time. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

EMPLOYMENT CLASSIFICATIONS

It is the intent of INTO to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employees and INTO.

Each employee is designated as either nonexempt or exempt, according to federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws.

Exempt employees are excluded from specific provisions of federal and state wage and hour laws. State and federal laws require that nonexempt employees are paid overtime; and those calculations vary by state mandate. For purposes of calculating overtime, a work week is designated by INTO as Monday through Sunday. An employee's exempt or nonexempt classification may be changed only upon written notification by INTO management and/or Human Resources.

In addition to the above categories, each employee will belong to one of the following employment categories:

Regular Full-Time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work INTO's full-time schedule. Generally, they are eligible for INTO's benefit package, subject to terms, conditions, and limitations of each benefit program.

Regular Part-Time employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week averaged over a 12-month period of time. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible to enroll in INTO's healthcare plans.

Introductory employees are those whose performance is being evaluated to determine whether further employment in a specific position or with INTO is appropriate.

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for most of INTO's other benefit programs except as allowed by state law.

EMPLOYMENT-AT-WILL

Your Handbook is a general guide to INTO's current employment policies, forms, procedures and your benefits as an employee of INTO at the time of publication. It is informational only, and is not intended to be and should not be construed as a contract. From time to time, INTO reviews its policies, procedures and benefits and makes revisions based on the need for and desirability of changes, so be sure your copy is updated and maintained. We may at any time change, alter, modify, add, or delete any provision of this Handbook.

Your Handbook is not an employment contract expressed or implied. All employees are employed at-will and either the employee or INTO can terminate employment at any time, without cause, for any reason or no reason.

No one except an INTO Corporate Officer is authorized to change this "at-will" relationship with INTO. References in this Handbook to reasons for termination are illustrative only and are not intended to limit INTO's authority to terminate at will.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at INTO will be based on merit, qualifications and abilities. INTO does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender (sex), gender identity, national origin, age, veteran status, sexual orientation, disability, genetic information, or any other characteristic protected by law.

INTO will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including: selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. We earnestly seek the cooperation of all employees in helping to maintain this policy.

AMERICANS WITH DISABILITIES ACT

It is our policy to comply with all the relevant and applicable employment provisions of the Americans with Disabilities Act (ADA). We will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Reasonable accommodations will be made unless it would cause undue hardship to INTO.

IMMIGRATION LAW COMPLIANCE

INTO is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the USCIS Employment Eligibility Verification

Form I-9 and present documentation establishing identify and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with INTO within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to talk to their supervisor. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

LEAVES OF ABSENCE

Most INTO leaves of absence will run concurrently. Please contact Human Resources if you have questions regarding your leave.

Family Medical Leave Act

INTO University Partnerships provides Family and Medical Leave to its eligible employees. While the FMLA specifics can be complicated, the following summarizes the key points of this type of leave:

General:

The company will grant up to 12 weeks (or up to 26 weeks of military caregiver leave) during a 12-month period. The leave may be paid, unpaid or a combination, depending upon the circumstances of the leave. The employee must use ALL accrued PTO prior to being eligible for unpaid leave. FMLA may run concurrently with other types of leaves. Disability leave for the birth of a child and for an employee's serious health condition, will be designated as FMLA leave and will run concurrently with disability leave. Written certifications will be requested by the company in all cases and must be provided by the employee within 15 calendar days.

Eligibility: The employee must meet all of the following conditions:

- a. The employee must have worked for the company for 12 months or 52 weeks.
- b. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- c. The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that worksite.

Reasons: The employee must be taking leave for one of the reasons listed below:

- a. The birth of a child and in order to care for that child.
- b. The placement of a child for adoption or foster care for the newly placed child.
- c. To care for a spouse, child or parent with a serious health condition.
- d. The serious health condition of the employee. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care of a condition that requires continuing care by a licensed health care provider.
- e. Qualifying exigency leave for families of members of the National Guard or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

Amount of Leave:

An eligible employee can take up to 12 weeks for the FMLA circumstances for the any of the reasons listed above. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy.

Employee Status and Benefits During Leave:

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work, provided that the employee has completed one full year of employment. Employees who have been employed by INTO for less than a one year period will need to continue to pay their portion of healthcare coverage each month while on leave.

The payment must be received in the Human Resources Department by the 25th day of each month. If the payment is more than 30 days late, the employee may lose health care coverage. The company will provide 15 days' notification prior to cancellation of the employee's coverage.

Return to Work:

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from the health care provider. Generally, an employee who takes FMLA leave will be able to return to the same position or an equivalent position; however, the company may choose to exempt certain key positions from this requirement.

Procedure:

An employee requesting FMLA leave must provide verbal or written notice of the need for the leave to the H.R. department. The employee will then be provided with the DOL Notice of Eligibility and Rights; and subsequently, once approved, the employee will receive a written response using the DOL designation notice

Parental Leave

INTO offers 12 weeks of unpaid parental leave for eligible employees. Regular full-time employees who have completed one year of service for INTO will retain health care benefits, paid for by INTO. If the employee does not return to work after taking parental leave plus any earned PTO (paid time off) time, the employee will be liable to pay back these benefits to INTO. If the employee has been employed less than one year with INTO, the employee will be responsible for paying their healthcare benefits during this leave. Payment for healthcare benefits will be paid for initially by INTO; the employee will be expected to reimburse INTO for the company's portion of the benefit premiums prior to the first of each month. Please note that a mother who has given birth can apply for short-term disability benefits as described in the Short-Term Disability Insurance section.

Federal Military Leave

A military leave of absence will be granted to employees who are absent from work due to service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

During the first 30 days, INTO will continue health insurance and other benefits. After the first 30 days, the employee will be given the option to continue the benefits at his/her own expense. PTO and holiday benefits will not accrue during the unpaid portion of leave and will resume upon return to active employment.

During military leave, you will not be removed from employment and may not receive pay from civilian employment. Military leaves of absence expire 90 days after the period of duty in the U.S. military and 30 days after National Guard duty. Upon completion of military leave, INTO will restore you to the position held or to positions of like seniority, status and pay, unless INTO's circumstances have so changed as to make it impossible or unreasonable to do so. Discrimination and retaliation in employment based on your military service is prohibited, and you will retain all of your legal rights for continued employment under USERRA.

Contact your immediate supervisor, next higher level of management, or Human Resources for further information about your eligibility for this or any other form of family leave.

Time Off to Vote

INTO encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, INTO will grant up to two hours of unpaid time off to vote. Some state laws allow for paid time off for up to two hours.

Employees should request time off to vote from their supervisor at least two working days prior to Election Day. Advance notice is required so that the time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Personal Leave

INTO provides leaves of absence to eligible employees who wish to take time off from work duties to fulfill personal obligations. Regular full-time employees are eligible to request personal leave as described in this policy. Employees are required to use any available paid time off during this leave.

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave from their supervisor. Personal leave may be granted for a period of up to 30 calendar days every one year. With a supervisor's and Human Resources' approval, an employee may take any available paid time off as part of the approved period of leave. Consideration will be given to requests for extensions to the maximum period for a personal leave of absence.

Requests for personal leave will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions and limitations of the applicable plans, health insurance benefits will be provided by INTO until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by INTO according to the applicable plans.

Benefit accruals, such as PTO or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if available, or to a similar available position for which the employee is qualified. However, INTO cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, INTO will assume the employee has resigned.

Jury/Witness Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. Unless mandated by state law, INTO does not pay for jury duty time off.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

It is the policy of INTO that its work environment is free from all forms of unlawful discrimination, including harassment on the basis of race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information or retaliation.

Harassment

Harassment is verbal or physical conduct that demeans or shows hostility or aversion toward an individual because of his/her race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information or that of his/her relatives, friends or associates that:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment
- Has the purpose or effect of unreasonably interfering with an individual's work performance
- Otherwise adversely affects an individual's employment opportunities

Harassing conduct includes, but is not limited to the following: (1) epithets, slurs, negative stereotyping, demeaning comments or labels, or threatening, intimidating, or hostile acts that relate to any of the forms of discrimination already stated; and (2) written or graphic materials that demeans or shows hostility or aversion toward an individual or group because of the factors already stated; and that is placed on walls, bulletin boards, computers, or elsewhere on the employer's premises or circulated in the work place.

Sexual Harassment

Sexual harassment is a form of gender (sex) discrimination. The Equal Employment Opportunity Commission has defined sexual harassment as follows:

- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance;
- Creates an intimidating, hostile or offensive working environment.

Prohibited sexual harassment may include; but is not limited to, sexual jokes, calendars, posters, cartoons, magazines, derogatory or physically descriptive comments about or towards another employee; sexually suggestive comments; inappropriate use of company communications including E-mail and telephone; unwelcome touching or physical contact; punishment or favoritism on the basis of an employee's sex, sexual slurs; negative sexual stereotyping.

Harassment will not be tolerated in our workplace. It is against the policies of INTO for any employee to harass another employee. This includes acts between supervisors and employees; it also includes acts between one employee and another.

Complaints of Harassment

If you believe that you have been harassed, report the harassment immediately. The report should be submitted to either: (1) your supervisor, or (2) Human Resources. You may report harassment to Human Resources without first contacting your supervisor. INTO will take no action against an employee who in good faith reports harassment to the Company or participates in an investigation. Such retaliation will not be tolerated in our workplace.

Reports of harassment or retaliation will be investigated fairly. INTO will attempt to maintain confidentiality, consistent with the Company's need to conduct an adequate investigation and to take prompt corrective action in response to any harassment or retaliation.

Any supervisor or other employee found in violation of this policy will be subject to discipline, up to and including termination.

COMPLAINT REPORTING PROCEDURE

This Compliance Reporting Procedure has been developed to assist employees in resolving all types of complaints and disputes no matter how small. Use this procedure to file complaints regarding work rules, working conditions, disputes with other employees, unfair practices, and any type of harassment. Complaints filed will be held in confidence and information will only be released on a "need to know" basis for the purpose of conducting an investigation.

Step 1:

Bring your complaint to your immediate supervisor. This should be done within 72 hours (3 work days) of the situation causing the complaint. Explain the complaint in detail and offer any solutions you may have. If applicable, outline what actions you would like management to consider to correct the situation. Your supervisor will provide an answer to you immediately or within ten calendar days (depending on the severity of the complaint) from the date the complaint was filed.

Note: If for some reason you feel that you cannot take your complaint to your immediate supervisor, or your supervisor is unavailable, take it to the next higher level of management or Human Resources. Again, the complaint should be presented within 72 hours.

Step 2:

You have the right to appeal any decision to the next higher level of management or Human Resources. All appeals must be filed in writing within ten calendar days of the date you received your supervisor's decision. A management representative will respond to your appeal within ten calendar days of receipt. If it is found that a company policy has been violated, management will take appropriate disciplinary action.

GENERAL EMPLOYMENT POLICIES

Access to Personnel Files

INTO maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of INTO, and access to the information they contain is restricted. Generally, only INTO management who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance notice, employees may review their own personnel files in INTO offices and in the presence of an individual appointed by INTO to maintain the files.

Personnel Data Changes

It is the responsibility of each employee to promptly notify INTO of any changes in personnel data. Personal mailing addresses, telephone numbers, marital status, number and names of dependents, and individuals to be contacted in the event of an emergency should be accurate and current at all times. Failure to inform us of these changes may affect your benefits or prevent us from providing accurate and timely paychecks and W-2s.

Employment Reference Checks

All inquiries pertinent to verification of your employment should be referred to Human Resources. This will help expedite the verification more effectively and efficiently.

Credit History Information

INTO will not obtain or use for employment purposes information contained in the credit history of a job applicant or an employee unless the position warrants it.

Hiring of Relatives and Consensual Relationships

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy applies to all employees without regard to the gender (sex), gender identity or sexual orientation of the individuals involved.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. In this case, relative is defined as: parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household.

If a relative relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within 30 calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of a consensual relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

Employees involved in a consensual relationship should refrain from public workplace displays of affection and excessive personal language.

Relationships with Students

Given the position of trust in which all employees (whether academic or otherwise) are placed, the Company considers it completely inappropriate for employees to have sexual or romantic relationships with students. If you are found to have had or to be having such a relationship, disciplinary action may be taken against you, which could result in your dismissal. The Company reserves the right to report any concerns relating to such relationships to the police.

Moonlighting

Company policy may prohibit employees on a paid or unpaid leave of absence, including a family medical leave of absence, from self-employment, or working for another employer or company without prior written authorization. Please contact your supervisor or Human Resources in advance to discuss specific details.

Mandatory Meetings

INTO will not hold mandatory meetings in which the employers' opinions on either political or religious issues will be addressed.

Reduction in Workforce – Layoff

Circumstances such as a slow-down of business may make a reduction in working hours or layoff necessary. When required, a notice of layoff will be provided pursuant to federal and state statutes if applicable.

Resignation/Termination

Resignation is a voluntary act initiated by the employee to terminate employment with INTO. As a courtesy, INTO requests at least two weeks' written resignation notice from all employees.

Prior to an employee's departure, an exit interview may/will be scheduled with Human Resources to discuss the reasons for resignation and the effect of the resignation on benefits.

Work Schedules/Rest and Meal Periods

The normal work schedule for all full-time employees is eight hours a day, five days a week. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in start and end times, as well as variations in the total hours that may be scheduled each day and week.

Each workday, regular full-time nonexempt employees are provided with two rest periods of ten minutes in length. To the extent possible, rest periods will be provided in the middle of the work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest time.

All regular full-time employees are provided with one meal period of 30-60 minutes (depending upon state mandates). Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Emergency Closings

At times, emergencies can disrupt company operations. Since the nature and effect of the emergency may vary, the pay policy to be followed may also vary. Normally, pay policies cannot be announced until the following day because of the need to assess the effect of the emergency. INTO will always follow applicable wage and hour laws and will make every effort to manage employee compensation fairly in such situations.

Attendance and Punctuality

To maintain a safe and productive work environment, INTO expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on INTO. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

COMPENSATION

Pay Schedule

All employees are paid at least monthly on the last day of the month; pay frequencies may vary depending upon specific state payday regulations. INTO's work week is from Monday to Sunday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's PTO, the employee's paycheck will be available upon his or her return from PTO.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to INTO. Employees will receive an itemized statement of wages when INTO makes direct deposits.

Safe Harbor Policy

In general, salaries of exempt employees are not subject to reduction because of the quality of work performed or the quantity of work performed. An exempt employee will usually receive his or her full salary (including any PTO or other accrued leave taken during that week) for any week in which the employee performs any work.

The Company prohibits any improper deductions from the salaries of exempt employees. It is the Company's intent to pay each employee, exempt or nonexempt, the proper and appropriate pay. If an exempt employee believes that their salary has been improperly reduced, the following complaint procedure exists. The employee should report the matter to their immediate supervisor and Human Resources. If the matter is not resolved to the employee's satisfaction, the employee may report the matter to the next level of management.

Any employee who has been subject to improper deductions will be reimbursed by the Company no later than the payday following the date that the determination of improper deduction was first made. The Company will make good-faith efforts to ensure compliance with the rules concerning deductions from the salaries of exempt employees in the future.

Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require that INTO keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked typically means all time an employee is required to be on employer's premises, on duty or at a prescribed work place. It includes all time spent performing job activity or performing an activity preparing an employee for work as required by your job.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split-shift or departure from work for personal reasons. They are also responsible for accurately recording whether they have received all paid rest breaks they are entitled to take (ten minutes for every four hour work period) for each pay period. Overtime work must always be approved before it is performed.

Careless or improper reporting of an employee's own time, or altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

INTO encourages every employee to immediately report any pay or benefit inaccuracies to your supervisor or Human Resources. Our policy is to accurately pay for all time worked and calculate earned time and benefits properly, and INTO will not tolerate retaliation against those who report pay or benefit inaccuracies in good faith.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees to perform the required work. State laws mandate how overtime shall be calculated.

Time off on PTO or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Certain administrative, professional, executive, and outside sales personnel are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). If you have any questions regarding your status, discuss this with your supervisor or Human Resources.

Pay Deductions

The law requires that INTO make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. INTO also must deduct Social Security taxes and Medicare on each employee's earnings.

In addition to standard payroll deductions, INTO is required by law to comply with certain court orders, liens, or wage assignments and make payroll deductions pursuant to those orders. INTO offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of participation in these programs. Contact your supervisor if you have questions concerning deductions taken from your paycheck or how they were calculated.

BENEFITS

Our company has developed a comprehensive set of fringe benefits to supplement our employees' regular wages. Our fringe benefits represent a hidden value of additional income to our employees.

While this employee handbook describes our benefits in general terms, it is recommended that you refer to your actual plan documents and or benefits summary for more detail. INTO reserves the right to modify its benefits at any time.

Paid Leave Summary

Regular full-time employees are eligible for paid time off (PTO). PTO is intended to provide employees paid time off for opportunities for rest, relaxation, personal pursuits, sickness, disability, and vacation.

Regular full-time employees are eligible to earn and use paid time off as described in your benefits summary. The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that begins when the employee starts to earn PTO time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they begin to earn paid time off according to the schedule. They can request use of paid time off after the successful completion of 90 days of service from the first day of employment.

Employees on unpaid leaves of absence will not accrue paid time off time during their leave. The accrual will resume when they return to work. Employees will continue to accrue PTO when they are on paid leave (e.g. sick leave, personal time off and holidays).

PTO can be used in minimum increments of four hours for nonexempt employees. PTO must be used in 8 hour or more increments for exempt employees. Employees who have an unexpected need to be absent from work should notify their supervisor before the scheduled start of their workday, if possible. The supervisor must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, employees should request advance approval from their supervisor by submitting a PTO request in the payroll/HRIS system. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees requesting time off are required to use any available PTO.

PTO leave is paid at the employee's base rate of pay at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses or shift differentials. Paid PTO days will not be counted as hours worked for the purposes of determining overtime.

The maximum accrual of PTO time is two years accrual. Once the maximum has been reached, any unused PTO will not be forfeited but will be capped until the employee begins to use the time. This policy is meant to encourage INTO employees to utilize their vacation time on a regular basis.

Upon termination of employment, employees will be paid for unused PTO leave that has been earned through the last day of work, including days accrued from previous calendar years. Temporary employees are not paid for sick leave time upon termination.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three days of paid bereavement leave will be provided to regular full-time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with supervisor approval, use any available paid leave for additional time off as necessary.

For purposes of bereavement, INTO defines "immediate family" as parent, wife, husband, child, domestic partner, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household.

Holidays

INTO will grant paid holiday time off to all regular full-time employees from their date of hire. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would have otherwise worked on that day.

INTO will grant holiday time off to all employees based on the schedule outlined below (unless different holidays have been designated for particular INTO University Centers):

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Good Friday (Friday before Easter)
- Memorial Day (last Monday in May)
- Independence Day (July 4 or nearest weekday if July 4 falls on a weekend)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

If a recognized holiday falls during an eligible employee's paid absence (such as PTO), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive no less than time-and-a-half wage rate for the hours worked on the holiday. Depending upon the specific business needs leading to the request for work on a holiday, the company reserves the right to offer more than time-and-a-half wage rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Health Insurance

INTO's health insurance plan provides regular full-time employees and their dependents access to medical, dental and vision care benefits. In addition, INTO provides short-term disability and life insurance benefits for eligible employees. Regular full-time employees are eligible to participate in the health insurance plan the first of the month following their date of hire.

Eligible employees and their eligible dependents may participate in the health insurance plan subject to all terms and conditions of the agreement between INTO and the insurance carrier.

Details pertaining to Health Insurance premiums are included in your benefits summary.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified dependents the opportunity to continue health insurance coverage under INTO's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment (with the exception of gross misconduct), death of an employee, reduction in employee's hours or a leave of absence, an employee's divorce or legal separation, or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or dependent pays the full cost of coverage at INTO's group rates plus an administrative fee. INTO provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under INTO's health insurance plan. The notice contains important information about the employee's rights and obligations.

Short-Term Disability Insurance

INTO will pay for short-term disability benefits for all regular full-time employees. Regular full-time employees are eligible to participate in the STD plan the first of the month following their date of hire. If an employee is injured or sick for 7 consecutive days (this includes time off after giving birth), on the 8th day the employee will be able to access the short-term benefits of 60% of his or her weekly salary, up to \$2000/week, for up to 13 weeks. If an employee is hospitalized, the employee does not have to wait 8 days to access short-term disability benefits. Certain states also provide short-term disability coverage.

Life Insurance

INTO will provide life insurance with value equal to one full year's salary for all regular full-time employees. Regular full-time employees are eligible to participate in the life insurance and AD&D plan the first of the month following their date of hire.

Flexible Spending Accounts

At this time INTO employees have the opportunity to enroll in Flexible Spending Accounts; however, please refer to your benefits summary for updates and details. The FSA Healthcare and Dependent Care accounts allow employees to use pre-tax dollars to pay for out-of-pocket prescription, medical, dental, vision, or childcare expenses.

INTO also offers Transit Spending Accounts, to allow employees the ability to set aside pre-tax funds to pay for qualified mass transit and/or parking expenses associated with the commute to work. Please see Human Resources for additional information.

401(k) Savings Plan

INTO has established a 401(k) savings plan to provide employees the potential for future financial security for retirement. The 401(k) savings plan allows employees to elect how much salary they want to contribute and direct the investment of their plan account, enabling them to tailor their own retirement package to meet their individual needs.

To be eligible to join the 401(k) savings plan, employees must be 18 years of age or older. Regular employees may join the plan the first of the month following six months of employment. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan. INTO in its sole discretion, may choose to contribute an additional matching amount up to 100% of the amount contributed to each employee, up to a maximum of 6% of salary. The match amount is vested immediately upon deposit to the employee's 401(k) plan account.

Complete details of the plan are described in the Summary Plan Description provided to eligible employees.

EMPLOYEE CONDUCT

Progressive Discipline

The purpose of this policy is to state INTO's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

INTO's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with INTO is based on mutual consent and both the employee and INTO have the right to terminate employment at will, with or without cause or advance notice, INTO may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: the first offense may call for a verbal warning; the second offense may be followed by a written warning; the third offense may lead to a suspension; and the fourth offense may then lead to termination of employment.

INTO recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and INTO.

Performance Evaluation

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Employees will receive a formal review at the end of their initial 90 day introductory period and 90 days following each new assignment. Additional formal performance evaluations are conducted at least annually, normally on or around the employee's anniversary date, to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Work Rules

To ensure orderly operations and provide the best possible work environment, INTO expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from your work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image INTO presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Consult your supervisor if you have questions as to what constitutes appropriate attire.

Solicitation

In an effort to ensure a productive and harmonious work environment, persons not employed by INTO may not solicit or distribute literature in the workplace at any time for any purpose.

INTO recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Smoking

INTO's intent is to provide a safe and healthful work environment and, therefore, smoking is prohibited throughout the workplace. Smoking is prohibited in all areas as designated by local law or building rules. This policy applies equally to all employees, customers, and vendors.

Use of Telephones

Employees may be required to reimburse INTO for any charges resulting from their personal use of business phones.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Employees should confirm information received from the caller, and hang up only after the caller has done so.

Use of personal cell phones should be kept to a minimum while working.

Company/Personal Property

You are expected to treat any and all company property, property belonging to fellow employees, or any other third-party property with care and respect. Theft, misappropriation, misuse or willful destruction of property, or unauthorized removal of such, is prohibited.

You are responsible for the custody and care of any company property that has been issued or assigned to you for use in performing the functions of your position. If you are terminated, whether voluntarily or involuntarily, you are required to return such property immediately.

In accordance with applicable law, INTO with reasonable suspicion or at its sole discretion, may request that you consent to and permit an inspection of, including, but not limited to, personal property brought onto or taken from the premises, any work, rest or storage area, all company vehicles, desks, lockers, computers, etc. that are within your possession or control.

Before you remove company products, samples or any other items belonging to the Company from the premises, you must obtain a signed receipt or an authorization from your supervisor.

Use of Company Equipment

Company equipment that is essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Computer and E-mail Usage

INTO is the owner of the Company's computer system, software and Internet account. These have been made available for the employee's use for business purposes, not for personal use. Any material or message put into the system should not be considered a private communication. INTO retains the right to access and review any email activity or documents utilizing company property.

INTO cautions that all communications via its electronic communications network systems, as well as any other document or file created or stored via the Company's computer systems, may be subject to discovery in connection with legal proceedings involving the Company or its employees.

Communications systems should not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Nothing in this policy is intended to prevent communications concerning wages, hours, and working conditions and is not intended to prohibit any communication allowed by law.

Internet Access on INTO Equipment

Internet access is provided to INTO employees to assist with communication and accessing work related information. While Internet usage is intended for job-related purposes, incidental and occasional brief personal use is permitted within reasonable limits.

Data that is composed, transmitted, accessed, or received via the Internet must NOT contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person.

Activities that fall outside acceptable use of the Internet at INTO include:

- Downloading or viewing material containing sexual comments or images
- Sending or posting discriminatory, obscene, harassing or threatening messages or images
- Copying, pirating or downloading software and electronic files without permission

Any of these activities may be grounds for disciplinary action, up to and including termination.

Workplace Monitoring

Workplace monitoring of email, Internet, telephone calls, and voicemail may be conducted with or without notice by INTO to ensure quality control, employee safety, security and customer satisfaction.

Although employees may have their own passwords for accessing computers, the computers and telephones furnished to employees are the property of INTO. As such, employees should have no expectation of privacy while using company computers or telephones. All communications and files are subject to monitoring. INTO has access to all files, even those files that have been deleted from the system.

INTO's computers and telephones are intended for business-related use. Any unauthorized use of the Company's equipment or information systems may result in disciplinary action, up to and including termination.

INTO will conduct workplace monitoring consistent with applicable law. INTO is not obligated to monitor employee communications.

Business Ethics and Conduct

The successful business operation and reputation of INTO is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of INTO is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to INTO, its customers and shareholders to act in a way that will merit the continued trust and confidence of the public.

INTO will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every INTO employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which INTO wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor for more information or questions about conflicts of interest.

Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit the employer, the employee or both. Promotional plans that could be interpreted to involve unusual gain require specific approval from your supervisor and Human Resources.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of INTO business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence or transactions involving purchases, contracts or leases. It is imperative that they disclose to an Officer of INTO as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Confidentiality/Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of INTO. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Computer programs, passwords, and codes
- Customer lists
- Customer financial information
- Student information
- Financial information
- Marketing strategies
- Pending proposals
- Technological data
- Intellectual property

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination, and legal action even if they do not actually benefit from the disclosed information.

Inappropriate disclosure of information to people outside the Company could cost us competitive advantage and thousands of dollars. As you work at INTO, you may become aware of information that is considered proprietary to INTO. Because of this, all INTO employees may be asked to sign a non-disclosure agreement that would require you to agree not to disclose confidential information and trade secrets of INTO.

SAFETY

All accidents, including those resulting in injury, must be reported to Human Resources immediately. In most cases this must be done in writing using the appropriate state required form. In all cases, do this on the day the accident occurs; never wait until the next day.

Failure to properly notify Human Resources of any job-related illness or injury could jeopardize your worker's compensation claim. Falsely stating or making claims of injury may subject you to criminal prosecution for filing a fraudulent worker's compensation claim.

Each employee must:

- Comply with safety policies and instructions
- Report unsafe conditions or equipment
- Report all injuries or "close calls" to Human Resources immediately
- Refrain from unsafe behavior or endangering other employees
- Assume responsibility for their own conduct and actions
- Ask questions when unsure of safe work procedures
- Use all safety equipment/devices provided for protection
- Report activities occurring in the workplace that appear to be unsafe or illegal
- Not jeopardize their safety through drug or alcohol use
- Demonstrate a positive verbal and visual example for other employees to follow

INTO employees are expected to familiarize themselves with and follow all campus safety guidelines as well.

INTO is committed to preventing workplace violence and to maintaining a safe work environment. The Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises of INTO.

Conduct that threatens, intimidates or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state or local law.

Any threats of actual violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

INTO will promptly and thoroughly investigate all reports of threats, or actual violence, and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, INTO may suspend employees, either with or without pay, pending investigation.

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

INTO encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence. INTO is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such comments.

ALCOHOL AND DRUG FREE WORKPLACE POLICY

Statement of Policy

INTO has zero tolerance for drugs or alcohol in the workplace. INTO is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any of our employees use drugs on the job, come to work under the influence, or possesses, distributes or sells alcohol or drugs in the workplace. The term “drug” for purposes of this policy includes prescription drugs that might affect performance or safety, as well as illegal inhalants and illegal drugs. The term “under the influence” is defined as any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).

The goal of this policy is to balance our respect for individuals with the need to maintain a safe and productive drug-free environment. Drugs will not be tolerated at INTO. Abuse of prescribed medications and over-the-counter drugs will not be tolerated at INTO.

With these basic objectives in mind, we have established the following zero-tolerance policy:

1. It is a violation of policy for any employee to use, possess, distribute, sell, trade, or offer for sale alcohol or drugs in the workplace, or in circumstances that we believe might adversely affect our operations or safety.

2. It is a violation of policy for any employee to report to work under the influence of alcohol or drugs, to be in this condition while on INTO property, or in other circumstances we believe might adversely affect our operations or safety.
3. It is a violation of this policy for an employee to participate in any conduct that has the purpose or the effect of interfering with the enforcement of the policy or its collection and testing procedures.

Violations of this policy subject the employee to disciplinary action, up to and including termination.

Company Assistance

An employee who believes that they have a problem involving the use of alcohol or drugs can ask a supervisor or any member of management they feel comfortable talking to, for confidential assistance. No discipline or reprisals will result merely from an employee asking for such assistance, and INTO will work with the employee to initiate an appropriate treatment program. The only exception to this provision is if the employee is already subject to discipline at the time of the request or announcement. In such cases, having an announced problem with alcohol and/or drugs may not be considered in the determination of appropriate discipline. We will also work with the employee to identify all company benefits and benefit programs that may be available to help deal with the substance abuse problem.

INTO may require an employee confidentially to visit an employee assistance counselor whenever, in the Company's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program.

Any request for assistance and any later treatment program will be kept as confidential as possible under the factual circumstances.

However, it is your responsibility to seek company assistance before drug or alcohol problems lead to on-the-job safety or misconduct incidents, or a violation of this policy. If you use alcohol or drugs in connection with work, or otherwise violate this policy, thus endangering yourself or other employees, you will not be entitled afterwards to enter a treatment program and avoid discipline or penalty. You will instead be terminated unless INTO, in its sole discretion and judgment, decides to show leniency in a particular case, and still allow you to enter a treatment program.

Probable Cause for Drug Testing

Where we have probable cause that an employee is in violation of this policy, the employee will be required to submit to testing to determine the presence or use or any involvement with alcohol or drugs. INTO reserves the right to determine whether probable cause for testing exists.

Probable cause or circumstances that could be indicators of a violation of the alcohol and drug policy and considered probable cause prior to the time of the test, is observable, objective evidence that gives INTO a reasonable basis to suspect that the employee may be impaired or affected by drugs or alcohol in the workplace and may include, but is not limited to the following:

- Observed drug or alcohol use during work hours at the workplace, or employee statements or admissions regarding such use
- Apparent symptoms of impairment or being affected by alcohol or drugs, including slurred speech, smell of alcohol or marijuana on the breath, or physical movements suggesting impairment
- Bizarre behavior
- Incoherent mental state
- A substantial reduction in productivity
- Marked or significant changes in personal behavior or performance that are otherwise unexplainable
- Repeated tardiness or unexplained or unexcused absences
- Credible reports of alcohol or drug use in violation of this policy or credible reports of off-the-job illegal drug use
- Workplace accidents or injuries to person or property (Post Accident Testing – see below) or other actions that provide probable cause to believe the employee may be in violation of the alcohol and drug policy

Post-Accident Testing

Any employee involved in or otherwise causing a job-related accident which causes personal injury to the employee others that requires medical treatment by a physician or by hospital/clinic medical personnel will be required to take an alcohol and/or drug test immediately following the accident or at the time of initial treatment by a medical care facility.

Any employee involved in or otherwise causing an accident resulting in what INTO deems substantial damage to INTO property or to another's property while the employee is conducting company business may be required to take an alcohol and/or drug test. Also, "near miss" incidents, where there is no personal or physical damage or injuries will be evaluated and INTO will make a determination as to whether or not to test for drugs for any or all employees involved.

Retest Option

Any employee who tests positive by urinalysis testing is entitled to have the same specimen retested. The employee must request such a retest in writing within three calendar days of receiving notice of the positive test result. The retest must be conducted at a certified and licensed laboratory acceptable to the Company.

Additional Policy Procedures and Rules

1. An employee whose alcohol or drug test is "positive" will be considered in violation of this policy. Adulterating or substituting a specimen, or any test that is cancelled, invalid, or is out of temperature will be deemed a "positive" test result. If a test comes back diluted, employees will have one more chance to submit a new specimen. If the second specimen results are diluted, it will be deemed a "positive" test result. INTO has a zero tolerance policy.

2. As a limited exception, there may be some INTO social functions or meetings where alcohol may be served with prior company approval, or situations where Company employees or supervisors are allowed to consume alcohol. However, such consumption is never a business obligation and any use of alcohol in these circumstances must be done with extreme moderation and confined to off-duty or evening hours when no further company work will be required. Do not drive after drinking on these occasions; the Company will reimburse for cab fare when provided with a receipt.
3. Failure to give written consent, without qualification, to testing, or failure to provide samples or testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to permit a urinalysis test or breathalyzer upon request will be considered the same as a positive test.
4. Employees who are medically authorized to use over-the-counter drugs or prescription drugs which might impair safe job performance are responsible to determine from a physician or pharmacist whether or not the substance is capable of impairing safe job performance. If it could impair safe job performance, the employee must report the use of the substance to the supervisor and provide proper written medical authorization from a physician stating that the physician has reviewed the position description and has concluded that it is safe for the employee to work while using such authorized drugs. The Company will request follow-up information if necessary to ensure your safety and the safety of co-workers. Consistent with federal and state laws the Company will keep such information confidential.
5. Employees are required to notify the Company of any criminal drug statute arrest or conviction no later than five days after such arrest or conviction.
6. We recognize that situations may arise which are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and safety and customer relations concerns.

Post-Rehabilitation Testing

All employees undergoing a treatment program (voluntarily or with the INTO's agreement in order to avoid discipline) will be required as a condition of continued employment to sign a last chance agreement requiring:

- Agreement to participate and successfully complete a substance abuse rehabilitation program
- Adherence to the rehabilitation counselor's recommendations, including but not limited to agreeing to remain drug or alcohol free
- Participation in an employee assistance program or other similar program
- Submission to random or periodic drug or alcohol testing to demonstrate that the employee remains drug or alcohol free

Violation of a last chance agreement will subject an employee to termination.

The employee's willingness to agree to treatment and such a last chance agreement may be one factor utilized by INTO in determining whether or not to "show leniency" and not terminate the employee for a violation of this policy.

ADDENDUMS FOR STATE-SPECIFIC EMPLOYEE INFORMATION

SUPPLEMENTAL PROVISIONS FOR CALIFORNIA EMPLOYEES

This supplement to INTO's Employee Handbook for California employees consists of the following supplemental provisions:

- California Sick Leave Law
- Pregnancy Disability Leave
- California Family Military Leave Act
- Service as an Election Official
- Volunteer Emergency Duty Leave
- Leave for School Suspension
- Crime Victim Leave
- Paid Family Leave
- Lactation Accommodation
- Pay Schedule
- Overtime

California Sick leave Law

Under this new law, all employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick leave. They will not be eligible to take paid sick leave until they have worked for the company for 90 days from their date of hire. The following is only a summary of the law; for further information, please contact Human Resources. This law will not change the company's current PTO policy which allows for combined sick/vacation time off each year for regular full-time employees; however, it will apply to temporary and seasonal workers.

INTO will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment. Unused sick time will not carry over from year to year, as does the PTO time; however, on the employee's anniversary date, three additional days or 24 hours will be provided to the employee. Any unused time will not be paid out upon termination.

Pregnancy Disability Leave

Disabilities due to pregnancy, childbirth or related medical conditions are treated the same as any other disability. Employees on leave are eligible for temporary disability benefits in the same amount and degree as any other employee receives while on other disability leave.

Leave Entitlement and Eligibility

All female employees disabled by pregnancy are eligible to take a pregnancy disability leave.

Female employees are entitled to take up to a maximum of four months (88 work days for a full-time employee) of unpaid pregnancy disability leave. Part-time employees receive such leave on a pro-rated basis.

Employees disabled by pregnancy may also seek temporary reassignment to a difference position in the Company to accommodate any pregnancy related disabilities, if such a position exists. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached. Temporary transfers to another position due to health considerations will be granted where possible and the employee will receive the payment that accompanies the job in the same manner as for other temporary transfers for temporary health reasons.

Procedure for Requesting Leave

Female employees should advise Human Resources of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with Human Resources to discuss the details of Pregnancy Disability Leave.

Female employees who need to take a pregnancy disability leave must provide at least a verbal notice sufficient to notify the company of her need to take a pregnancy disability leave. If a transfer is needed, the same notification requirement must be met. The verbal notice must include the anticipated timing and the duration of the leave or transfer.

If the need for the leave or transfer is foreseeable, employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. If 30 days advance notice is not possible, notice must be given as soon as practical. Employees must consult with the Company regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption of the operations of the company.

Pregnancy leave usually will begin when ordered by the employee's physician. The employee must provide the company with a certification from the healthcare provider. The certification indicating a disability should contain:

1. Date on which the employee became disabled due to pregnancy;
2. Probable duration of the period or periods of disability;
3. A statement that the employee is unable to work at all or is unlikely to perform any one or more of the essential functions of her position because of the pregnancy disability without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Reinstatement Provisions and Requirements

The employee is allowed to return to work when released by her physician. A Return to Work Release form must be signed by the physician and be provided before the employee will be allowed to return to work. Once the medical release form is submitted, the employee will be reinstated to her same position held at the time the leave began under normal circumstances or to an equivalent position if available. However, employees returning from such leaves have no greater right to reinstatement than if they had been continually employed instead of being on a leave of absence. Employees on pregnancy disability leave are subject to any layoff or elimination of jobs that they would have been subject to if they were not on leave.

Compensation and Benefit Integration

Employees who take pregnancy disability leave and are eligible under the state family and medical leave laws, will have their group health insurance coverage maintained by the company for up to a maximum of 12 workweeks, if such insurance coverage was provided before the leave began. Coverage will be maintained on the same terms as if they had continued to work. Employees who are not eligible under the state family and medical leave laws will receive continued coverage while on pregnancy disability leave on the same basis as other medical leaves which the company may provide and for which they are otherwise eligible to receive.

Employees on pregnancy disability leave who are not eligible for continued paid coverage, or if paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the company in conjunction with COBRA guidelines by making monthly payments to the company for the amount of the relevant premium.

California Family Military Leave Act

INTO will grant an unpaid leave of absence to any qualified employee working in California to take up to ten days of unpaid leave during a qualified leave period during which the employee's spouse or registered domestic partner is on leave from deployment during a period of military conflict.

To be eligible for a leave, an employee must: (1) work an average of 20 or more hours per week; and (2) have a spouse or domestic partner in the United States Armed Forces, National Guard or Reserves who is deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President. Military conflict is defined as either a period of war declared by Congress, or a period of deployment for which a member of a reserve component is ordered to active duty.

Under the new law, employees must give their employer notice of the need for time off within two business days of receiving official notice that the military spouse will be on leave from deployment. Employees must also provide written documentation certifying that the military spouse or domestic partner will be on leave from deployment during the leave period requested. The leave must be taken during the military spouse's leave from deployment, and not at any other time.

Service as an Election Official

If you wish to serve as an election-day observer on Election Day, you will be granted an unpaid leave. Accrued PTO may be used in lieu of taking time off without pay. You must inform your supervisor of your intent to be an election-day observer no later than two (2) working days prior to Election Day.

Volunteer Emergency Duty Leave

INTO will allow unpaid time off to employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are a volunteer firefighter, or perform other emergency personnel duties, please alert Human Resources so that they are aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert Human Resources before doing so when possible.

Leave for School Suspension

If you are the parent or guardian of a child who has been suspended from school and you receive a notice from your child's school requesting that you attend a portion of a school day in the child's classroom, you may take unpaid time to appear at the school, unless you use accrued PTO. Before your planned absence, you must give reasonable notice to your supervisor that you have been requested to appear by your child's school.

Crime Victim Leave

Under certain circumstances, employees who are victims of serious crime may take time off work to participate in judicial proceedings. Qualified family members of such crime victims may also be eligible to take time off from work to participate in judicial proceedings. The law defines a serious crime to include violent or serious felonies, such as felonies involving theft or embezzlement. When possible, you must provide us with advance notice of the need for the time off. Time away from work will be without pay, unless the employee wishes to use their accrued PTO to cover the absence.

Paid Family Leave

Paid family leave ("PFL") for California employees is a state-sponsored insurance program within the State Disability Insurance ("SDI") program. It is funded through mandatory SDI payroll deductions. It provides an eligible employee with partial wage replacement for up to six weeks in any twelve-month period while the employee is absent from work to care for a seriously ill or injured family member or to bond with a minor child within one year of the birth or placement of a child in connection with foster care or adoption. PFL is not a leave right.

By law, all eligible California employees may collect PFL benefits without any period of prior service with the company. There is a one-week waiting period for benefits each time benefits are claimed. There are specific eligibility requirements that must be met for an employee to qualify for and collect PFL benefits. Please contact Human Resources for more information.

Lactation Accommodation

Women who wish to express breast milk while at work may make arrangements with their supervisor to do so in a private area. Where such arrangements are made during an employee's normal rest period, the time will be paid. If special arrangements are made to provide a nonexempt employee extra time beyond or in addition to her normal rest period, the time will be unpaid.

Pay Schedule

All employees who work in California will be paid semimonthly on the 15th and the last working day of the month.

Overtime

All overtime work must receive the supervisor's prior authorization. Overtime compensation is paid to all nonexempt employees at the following rate and in accordance with federal and state laws:

1. The first eight work hours in a day are paid at the regular hourly rate. Any time worked in excess of eight hours in a day up to 12 hours will be compensated at one and one-half times the regular hourly rate. Any time worked in excess of 12 hours in a day will be compensated at double the regular hourly rate.
2. On the seventh straight day of work, the first eight hours of work will be compensated at one and one-half times the regular hourly rate, and any time worked in excess of eight hours will be compensated at double the regular hourly rate; and
3. On unscheduled days (days that are not on your schedule, but you are called in), the first eight hours of work will be compensated at one and one-half times the regular hourly rate, and any time worked in excess of eight hours will be compensated at double the regular hourly rate.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary actions, up to and including possible discharge.

SUPPLEMENTAL PROVISIONS FOR ILLINOIS EMPLOYEES

This supplement to INTO's Employee Handbook for Illinois employees consists of the following supplemental provisions:

Victims' Economic Security & Safety Act
Illinois Human Rights Act

Victims' Economic Security & Safety Act

INTO provides a domestic violence leave of absence without pay to employees who wish to take time off from work duties if he/she is a victim of domestic violence, sexual assault or stalking, or has family or household member who is a victim of the above.

Employees may take up to 12 workweeks of unpaid leave during any 12-month period to address issues resulting from domestic or sexual violence.

Domestic violence leave is intended to give an employee time to seek legal or law enforcement assistance or remedies; seek medical treatment or recover from injuries; obtain counseling or services from a victim services provider; or participate in safety planning including relocation or steps to secure a safe home.

An employee must give the employer reasonable advance notice of the intention to take leave unless unfeasible.

All information and documentation pertaining to the leave, including the fact that the employee requested or obtained leave, will be kept strictly confidential.

Employees requesting domestic violence leave may be required to present certification verifying the need for domestic violence leave. Employees will be required to first use any accrued paid leave time before taking unpaid domestic violence leave.

Subject to the terms, conditions and limitations of the applicable plans, INTO will continue to provide health insurance benefits for the full period of the approved domestic violence leave. Benefit accruals, such as PTO or holiday benefits, will be suspended during the unpaid leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on domestic violence leave is requested to provide INTO with at least two days' advance notice of the date the employee intends to return to work. When a domestic violence leave ends, the employee will be reinstated to the same position if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, INTO will assume that the employee has voluntarily resigned.

An employee who has been a victim of domestic violence, sexual assault, or stalking may also seek reasonable safety accommodations from INTO. Please contact your supervisor and/or Human Resources for further details or to make such a request.

Illinois Human Rights Act

INTO will not discriminate based on race, color, religion, sex (sexual harassment), national origin, ancestry, age (40 and over), marital status, sexual orientation (gender-related identify), physical or mental disability, and military status or unfavorable discharge from military service. The Act also prohibits sexual harassment in education, discrimination because of citizenship status and arrest record in employment, and discrimination based on familial status in real estate transactions.

SUPPLEMENTAL PROVISIONS FOR NEW JERSEY EMPLOYEES

This supplement to INTO's Employee Handbook for New Jersey employees consists of the following supplemental provisions:

New Jersey Law against Discrimination
Soldiers' and Sailors' Civil Relief Act

New Jersey Law against Discrimination

INTO will not discriminate based on race, creed, color, national origin, ancestry, age, marital status, domestic partnership status, affection or sexual orientation, genetic information, sex, disability or atypical hereditary cellular or blood trait of any individual, service in the Armed Forces of the United States or the nationality of any individual, or refusal to submit to a genetic test or make available the results of a genetic test to an employer.

Soldiers' and Sailors' Civil Rights Act

New Jersey law requires the reemployment of an employee after completion of military service when an employee:

- Has received a certificate of completion of military service duly executed by an officer of the applicable force of the Armed Forces of the United States or by an officer of the applicable force of the organized militia;
- Is still qualified to perform the duties of such position; and
- Made an application for reemployment within 90 days after being relieved from service

When these conditions are met, INTO will restore the employee to either the same position or to a position of like seniority, status and pay, unless the employer's circumstances have so changed as to make it impossible to do so.

SUPPLEMENTAL PROVISIONS FOR NEW YORK EMPLOYEES

This supplement to INTO's Employee Handbook for New York employees consists of the following supplemental provisions:

- Religious Accommodation
- Rest Periods for Breast Milk Expression
- Whistleblower Protection
- Medical/Disability Leave Benefits

Religious Accommodation

Employees may use PTO time or other leave available to them to engage in religious practices or observances only if the requested accommodation does not create an undue hardship on the Company or its operations.

Rest Periods for Breast Milk Expression

Unpaid rest periods of not less than 30 minutes will be provided to accommodate an employee who needs to express milk for her own child 36 months of age or younger. Employees are entitled to one such rest period during each four-hour work period. Insofar as feasible, the rest period should be taken approximately midway through the four-hour work period and at the same time as the rest of the meal breaks otherwise provided to the employee.

INTO will make reasonable efforts to provide a room in close proximity to the employee's regular work area to allow the employee to express milk in private, other than in a public restroom.

An employee who intends to express milk upon returning to work is required to provide reasonable notice to INTO of her intent to do so.

INTO may allow an employee to temporarily change job duties if the employee's regular job duties do not allow her to express milk.

Whistleblower Protection

A whistleblower as defined by this policy is an employee of INTO who reports an activity that he/she considered to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, next higher level of management or Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identify may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

INTO will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact their immediate supervisor, next higher level or management, or Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to your immediate supervisor, next higher level of management, or Human Resources who is then responsible for investigating and coordinating corrective action.

Medical/Disability Leave Benefits

INTO employees are entitled to 26 weeks of leave for pregnancy disability and recovery from childbirth. New York's Temporary Disability Insurance Program is funded by contributions from both employers and employees.

SUPPLEMENTAL PROVISIONS FOR OREGON EMPLOYEES

This supplement to INTO's Employee Handbook for Oregon employees consists of the following supplemental provisions:

- Oregon Sick Leave Law
- Military Family Leave
- Whistleblower Protection
- Religious Accommodation

Oregon Sick Leave Law

This new law which goes into effect January 1, 2016, provides up to 40 hours of sick leave to employees. This law will not change the company's PTO policy which allows for combined sick/vacation time off each year for regular full-time employees; however, it will apply to temporary and seasonal workers. The company will accrue sick time for those employees at a rate of one hour for every 30 hours worked, up to 40 hours total time per year. The accrual will begin on the employee's first day of employment; however, new employees are not entitled to use their accrued sick leave until their 91st day of employment. For additional information, please contact your Human Resources department.

Military Family Leave

This policy applies to INTO employees who have a spouse who is a member of the U.S. Armed Forces, National Guard, or reserves and who has been notified of an impending call or order to active duty, or who has been deployed, or when the military spouse is on leave from deployment.

Employees are permitted a total of 14 days of unpaid leave per deployment.

An employee who intends to take military family leave must provide INTO with notice of their intention within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment. An employee who takes military family leave may choose to substitute any accrued leave to which the employee is entitled for any part of the leave.

Military family leave counts against an employee's general OFLA leave entitlement.

Whistleblower Protection

A whistleblower as defined by the policy is an employee of INTO who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, next higher level of management, or Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identify may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

INTO will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation, decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact your immediate supervisor, next higher level of management or Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to your immediate supervisor, next higher level of management, or Human Resources who is responsible for investigating and coordinating corrective action.

Religious Accommodation

Employees may use PTO time or other leave available to them to engage in religious practices or observances only if the requested accommodation does not create an undue hardship on the company or its operations.

West Virginia

SUPPLEMENTAL PROVISIONS FOR WEST VIRGINIA EMPLOYEES

This supplement to INTO's Employee Handbook for West Virginia employees consists of the following supplemental provisions:

Pregnant Workers' Fairness Act
Pay Schedule
Holidays

Pregnant Workers' Fairness Act

Under this law, an employee is entitled to reasonable accommodations related to pregnancy, childbirth, or related medical condition. The employee must provide written documentation from the healthcare provider that specifies the employee's limitations and suggesting what accommodations would address those limitations. This accommodation will be adhered to by the company unless it would impose an undue hardship on the operation of the business.

Pay Schedule

All employees working in West Virginia will be paid semimonthly on the 15th and last working day of the month.

Holidays

The designated holidays are based on a calendar year.

Designated Holidays

- New Year's Day (January 1)
- Martin Luther King's Birthday (third Monday in January)
- Lincoln's Birthday*
- Washington's Birthday*
- Good Friday (Friday before Easter)
- Primary Election Day*
- Memorial Day (last Monday in May)
- Independence Day (July 4 or nearest workday if July 4 falls on a weekend)
- Labor Day (first Monday in September)
- Columbus Day*
- General Election (every even year)*
- Thanksgiving Day (fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

*These holidays have been reassigned and will be taken the day after Thanksgiving, and between Christmas and New Year's Day.

RECEIPT OF EMPLOYEE HANDBOOK

This acknowledges that I have received a copy of the INTO Employee Handbook and Drug Free Workplace Policy. As an employee of INTO, I agree to read this Handbook, and to ask my supervisor about any portion of this Handbook I do not understand. I also understand that INTO has the right to add, delete or otherwise modify the policies, procedures or other information provided in this Handbook at any time. I recognize that nothing in these policies is intended or will be applied in a manner that prevents or interferes with communications regarding employee wages, other terms and conditions of employment, or with employee activity protected by law. I agree to abide by these policies, procedures and other requirements of this Handbook. I understand that my failure to do so will lead to disciplinary action, up to and including immediate termination for the first offense.

I understand that neither this Employee Handbook nor any verbal statements made by INTO constitute an agreement or promise of continued employment and that the provisions of this Handbook may be changed at any time. I understand that INTO, as an employer, reserves the right to terminate my employment at-will at any time and that I also reserve the right to terminate my employment at any time. I am also aware and understand that no one other than INTO has any authority to enter in to any agreement for employment on behalf of INTO, or to make any agreement contrary to the foregoing, and no such agreement has been made.

If I have any questions about this Handbook, I understand that I should ask my supervisor for answers to my questions.

Print Name

Employee's Signature

Date