



GEMSTONE GYMNASTICS EMPLOYEE HANDBOOK

Revised: February 2023



WELCOME TO GEMSTONE GYMNASTICS!

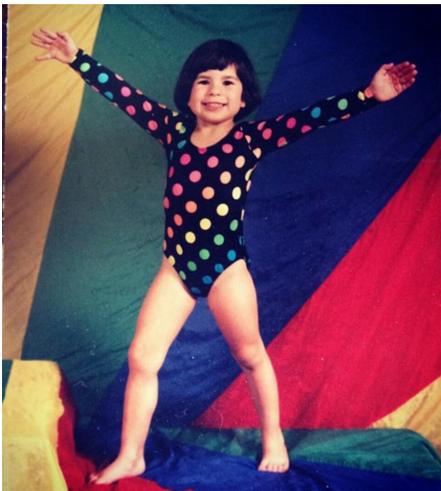
So, you've gone through the interview process, signed everything (almost) and now you're finally here! We're absolutely delighted that you have accepted our offer, and hope to provide you with opportunity for personal *and* professional growth during your time with us.

This employee handbook contains the key policies, benefits, expectations, and other information you will need in order to be a successful and productive employee at Gemstone Gymnastics, LLC ("Gemstone Gymnastics"). We know these things can be a bore to read, so we have tried to keep the tone as light-hearted and engaging as possible. There are, however, certain areas where the law requires us to be more formal than we would like, such as this: the policies, procedures, and programs outlined in this handbook are not intended to create a contractual relationship, and are subject to change at our discretion.

While the policies and procedures outlined in this handbook should give you answers to most of the general questions you might have about your job or our programs and procedures, it cannot cover every situation that might arise. If you have questions about these guidelines or need further information about any subject, please reach out to your supervisor. We love hearing your questions and ideas!

Now please pour yourself a beverage of choice, pull a chair up by the fire, and read this handbook carefully. Try to familiarize yourself with its contents as soon as possible, because it should answer many of your initial and ongoing questions about your employment with us. You should also stash it away somewhere safe for future use, as it will likely answer many questions that arise throughout your employment.

Our Story



My first memory of gymnastics is bouncing around a gym in Sacramento, California at the age of 4. Navigating the playground of mats, soaring on the trampoline, and launching into the foam pit was exhilarating! Gymnastics equalled fun, and I never wanted it to end.

Eventually, I was invited into the pre team program, where the goals of the class changed. The classes became less about having fun, and instead focused on acquiring new skills and moving up levels. The "big girls" across the gym had the grace



of ballerinas but were tough like football players-I was hooked, I wanted to BE them! Over the years, my love for coming to practice turned into stress and fear of getting injured. As the flips got bigger, my fears grew stronger, and as the work became more intense, I struggled to find any joy in the sport I once loved. My coaches struggled to relate to me, and I struggled to keep trying. Eventually, I switched sports and like many ex gymnasts before me, became a cheerleader! I was a cheerleader through college, and gymnastics became a fond but distant memory, until I started coaching. At 19, I applied for a cheerleading coach position, but was hired for gymnastics.

Creating a positive experience for my gymnasts was a gift, and I fell in love with the sport all over again. I had the power to make gymnastics fun, supportive, exciting, and safe-to give kids the support I needed as a gymnast. I became obsessed with learning everything I could-I wanted to know every drill, verbal cue, spotting technique, and warm up game to be the best coach for my gymnasts.

Over time, it became clear that coaching was more than my job, it was my purpose. I wasn't watching the clock to see when my shift was over, I was present, in the moment, struggling and achieving alongside each child. The kids I was working with were gleaming so much from gymnastics, beyond learning how to do a cartwheel. I saw them grow into confident, healthy, and strong people, and I realized how powerful gymnastics could be in teaching life skills. I realized I was making a difference, and that is why Gemstone Gymnastics was born.

When taught in a loving environment that celebrates individual success, acceptance, and unconditional support, gymnastics shapes great people. Gemstone Gymnastics is a place that teaches gymnastics, but we know that teaching the whole child is the ultimate goal. When kids have the kind of support that we provide, they are limitless. They will go into the world confident, happy and healthy, spreading positivity wherever they go. We are truly changing the world. I created Gemstone Gymnastics to expand this coaching philosophy beyond myself, into an entire company of coaches who inspire the families we are so lucky to work with.

Our company culture is a reflection of our coaching philosophy-we know that even as adults, people need support, positivity, and respect to thrive. We believe that we can learn something new from every person we meet. As a Gemstone employee, you will find that your ideas are welcome, your voice is heard and respected, and we value your professional expertise.

Welcome to our gym family, we are so happy you are here! You were hired because we are inspired by you!

Our Mission and Values

Gemstone Gymnastics exists because we believe that we can make the world a better place by teaching kids gymnastics. Yes, we take it that seriously! We know that every child can benefit from gymnastics, physically, emotionally, and cognitively. Gymnastics is a tool used to build



confidence, instill a growth mindset, and introduce the smallest humans to a lifelong love of fitness. We use gymnastics to teach, to love, and to show kids that they are capable of anything.

Meet the Team

Sara & Chris Kemp are the owners of Gemstone Gymnastics.



Sara today, having graduated from the bowl cut and polka dot leotard.



Chris is the company CFO. He is a licensed financial advisor and has a background in banking.



INTRODUCTION

This handbook is intended to give you guidance on most, if not all, of the awesome and important things you need to know while working here. You should read it fully through at least once, and save it somewhere memorable for future reference. We hope that this handbook will serve as a guide for what to do when no one is around to tell you what to do.



EMPLOYMENT

Criminal Background Checks

In accordance with California's "ban the box" law, we will not perform a criminal background check, which includes convictions and arrests, until *after* a conditional offer of employment has been made, unless otherwise allowed by law. In accordance with California law, we adhere to all mandatory procedures regarding criminal background checks. Any and all final hiring decisions remain at the sole discretion of Gemstone Gymnastics.

Employment Documentation

There are a few clerical matters we need to deal with before we can begin the fun. All new employees are required to complete and sign a W-4 form after joining us. This allows us to withhold the correct federal income tax based on your instructions. We can provide you with a W-4 form upon request, or you can find one online with our payroll company Gusto.

We warmly welcome individuals from all areas of the globe! After all, to misquote the famous adage – "diversity is the spice of life." However, we also need to stay in compliance with various visa and immigration laws. To accomplish this, we require all employees to verify their



eligibility to work in the U.S. by filling out an I-9 form upon hire. All offers of employment are contingent upon us receiving satisfactory evidence of your identity and legal authority to work in the United States. If this form and verification of employment eligibility is not completed within the first three (3) days of employment, we are required by law to terminate your employment.

We will provide you with these forms during the onboarding process. Please let us know if you have any questions while completing these forms.

Employee Records

Gemstone Gymnastics maintains a personnel file including a medical sub-file (the latter of which pertains to requests for accommodations, vaccination records, or requests for leave) for every employee as part of its records. All employee records are maintained for a period of at least four (4) years after the final date of employment. Medical files will be kept in a separate folder from all other files. Every effort will be made to keep all of your employee records confidential. Access to employee records is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

All employees have the right to inspect and receive a copy of their personnel records. You may view your personnel file by contacting your supervisor during normal business hours. Your personnel file must be viewed in the presence of your supervisor and you may not alter or remove any documents. This is to ensure that nothing is tampered with, and that we can meet our legal production requirements if necessary. All requests by an outside party for information contained in your personnel file will be directed to Sara Kemp, who is the only person authorized to give out such information.

Life is not static; things change all the time. However, we can't read your mind (yet...*ominous cackle*). It is your responsibility to advise your supervisor of any changes in the following: (1) your name; (2) your address or telephone number; (3) tax deductions; and (4) persons to be notified in case of emergency.

Employment At-Will

Like most companies, your employment with Gemstone Gymnastics is **at-will**. This means you or Gemstone Gymnastics may terminate your employment at any time for any reason or no reason, with or without cause.



Performance Reviews

Once you start working here, we don't want you to disappear! Within the first 90 days of the beginning of your employment with Gemstone Gymnastics (a.k.a. the "training wheels" period), your supervisor will meet with you to discuss your performance goals and objectives while working here. Your performance will then be reviewed twice per year in order to monitor progress and make changes if anything isn't working for you. This review will generally include a self-evaluation, evaluation by your supervisor, the setting of goals, the analysis of achievement of previously set goals, and any adjustments necessary to make sure you are feeling great and achieving your maximum potential.

Performance Improvement Plans

We have faith in your ability to fill the role you were hired to fill! But occasionally, employees may struggle with work performance. We will do our best to mitigate this together by providing you with resources and support. However, if we feel that an employee is not taking a decline in their work performance seriously, a performance improvement plan will be put into place after one verbal warning regarding work performance. A performance improvement plan will be written by your supervisor and will outline several steps towards improving performance or ultimately leading to termination of employment.

Please note: a performance improvement plan is not required prior to termination. Your employment remains at-will, and this policy is not intended to and does not negate your at-will employment status.

COMPENSATION





Pay Schedule

Unless otherwise specified and approved by your supervisor, you will be paid bi-monthly installments, every 15th and last day of the month unless otherwise specified and approved by Gemstone Gymnastics, you will be paid via direct deposit into the bank account of your choice.

Fair Pay and Pay Transparency

We are committed to complying with all applicable provisions of the California Fair Pay Act, as well as all other applicable laws regarding fair pay and pay transparency.

Policy: we do not base differences of pay on any protected characteristic, as described in our Equal Employment Opportunity Policy Statement below. Consistent with this policy, we will ensure that employees performing substantially equivalent work throughout our organization are paid fairly by mandating equal pay for “substantially similar” work.

In an effort to boost pay transparency and in compliance with California law, we include pay range in all of their job postings. For the purposes of this policy, a pay range is defined as the salary or hourly wage range that we reasonably expect to pay for the position. Unless otherwise required by law, the pay range will not include bonuses, commissions, paid time off, or other benefits that are offered as part of a total compensation package. We will also provide current employees with a pay range for their position upon request.

We will maintain a record of each employee’s job title and wage history during their employment period and for at least three (3) years thereafter, in compliance with California law.

If you have questions regarding this policy or you believe that you are receiving unequal pay based on any protected characteristic, you should discuss this with your supervisor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

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Employee Classification (Exempt, Non-Exempt)

Federal and State wage and hour laws require that all positions be classified as either **exempt** or **non-exempt** from overtime pay. Generally speaking, if you are paid on an hourly basis,



you are a non-exempt employee. If you are paid on a salary basis, you may be an exempt employee, depending on the nature of your role and your total salary; however, you may still be a non-exempt employee even if you are paid on a salary basis. If you are in any doubt as to how you are classified, please ask your supervisor.

Non-exempt employees are required to keep timesheets, are entitled to overtime, and are required to take breaks. The next few sections will explain the policies around each of these topics. Failure to follow these policies outlined here may result in discipline, so if you are in any doubt as to how you are classified or if you have any questions about these policies, please contact your supervisor.

Non-exempt Employees

Timesheets

Non-exempt employees are required to keep an accurate record of all hours worked. Because of this, you will be required to keep a timesheet. Timesheets should be submitted to your supervisor at the end of each week.

Timesheets are required under California law to be “indelible,” meaning that once you complete your timesheet, it cannot be edited by you; if you discover any inaccuracies in your timesheet, you should notify your supervisor immediately so that any inaccuracies can be verified and corrected as soon as possible by your supervisor.

Overtime

Non-exempt employees are those employees who are entitled to overtime pay at the rate of at least one and a half times (1.5x) their regular rate of pay, as defined under applicable law, for all hours worked beyond:

- eight (8) hours per workday, but up to twelve (12) hours;
- forty (40) hours per work week; and/or
- for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

Non-exempt employees are entitled to double overtime (2x the regular rate of pay) for:

- all hours worked in excess of twelve (12) hours in any workday; and/or
- for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

Non-exempt employees are required to have **advance permission** from their supervisors in order to work overtime, and are prohibited from working more than 12 hours per workday. Non-exempt employees should not access job-related emails or conduct Gemstone



Gymnastics-related business outside of work hours, not otherwise approved as overtime. The Company’s seven-day work week is from 12:00 a.m. Monday through 11:59 p.m. the following Sunday.

Meal Periods

We are required to adhere to all state and federal regulations regarding rest and meal breaks. Non-exempt employees are provided with an unpaid meal break of thirty (30) minutes each workday. The meal break must be taken within the first five (5) hours of the workday, as close as possible to mid-shift. For example, If your workday begins at 8AM and you will be working an eight (8) hour day, your meal break schedule would look like this:

Time Worked	Hour
8:00AM-9:00AM	1st Hour
9:01AM-10:00AM	2nd Hour
10:01AM-11:00AM	3rd Hour
11:01AM-12:00PM	4th Hour
12:01PM-1:00PM	5th Hour – meal break must begin before the end of the 5th hour (i.e., by 12:59 p.m.)

For shifts longer than ten (10) hours, you will get an additional 30-minute meal break. If you are unsure how to calculate your meal breaks, please contact your supervisor immediately.

You cannot work through your meal break unless you have a signed meal break waiver in your personnel file, the availability of which is determined by California law, not Gemstone Gymnastics. If your scheduled shifts will not exceed six (6) hours in one day and you would like to discuss signing a meal break waiver, please contact your supervisor.

Rest Breaks

Employees are provided with paid 10-minute rest breaks for every four (4) hours (or major fraction) worked in one (1) workday. Anything over two (2) hours is a “major fraction” of a four (4) hour period.

For example, an employee who works a seven (7) hour shift is entitled to two (2) rest breaks—one break for the first four (4) hours, and a second break for the last three (3) hours. Three (3) hours is a “major fraction” of four hours, meaning more than half of four (4) hours:



<u>Hours Worked</u>	<u>Number of 10 Minute Rest Breaks</u>
0 to 3:29 hours	0
3:30 to 6 hours	1
6:01 to 10 hours	2
10.01 to 14 hours	3

Rest breaks must be ten consecutive, uninterrupted minutes. During the break, an employee **must be relieved of all duties**. You are not required to remain on-site or on-call during rest breaks.

Exempt Employees

Exempt employees are those employees who are not required to be paid overtime under the Fair Labor Standards Act and California law. In general, exempt employees are those working in executive, professional, or administrative positions and are paid on a salary basis that is over a certain legally specified threshold amount. Some other employees may also be exempt, depending on the situation. You will be notified in writing, either in your hiring documents or elsewhere, if you are classified as an exempt employee.

Please see your supervisor for questions regarding your exemption status.

Expense Reimbursement

We appreciate you fronting various expenses on our behalf, but we will of course reimburse you for all **reasonable** and **approved** business expenses you incur on behalf of Gemstone Gymnastics, provided you submit paid receipts or other acceptable documentation.

EMPLOYEE BENEFITS

Medical

Gemstone Gymnastics offers a suite of health benefits. All employees are eligible for HealthiestYou Complete after 90 days, and full time employees are eligible for dental insurance and a health stipend after 90 days of employment. Please review the health benefits here- [Health Care Benefits at Gemstone Gymnastics](#). If you need help with health insurance, we will be happy to assist



you with enrolling in a Covered California health plan. More information on affordable health plans can be found at <https://www.coveredca.com/>.

Retirement

Gemstone Gymnastics is pleased to offer 401(k) benefits to eligible full-time employees. Employees are eligible after six (6) months of continuous employment and if they are over 18 years of age. Company will match 100% of employee contributions up to the first 3% of pay, and then 50% on contributions from 3% to 5% for a max match of 4%. Please see the plan summary for more information or speak to your supervisor. When you are eligible for the plan you will get an email for the 401(k) plan at Guideline and you will **be automatically enrolled** at a 5% contribution. This means that your paycheck will have a 5% deduction that will go into your 401(k), and you need to take action to prevent it from withdrawing. You can read more about the 401(k) plan here - [Gemstone 401\(k\) plan review](#).

If you don't know, a 401(k) is a tax-deferred retirement savings plan for employees. Contributions are deducted from the employee's check before taxes are calculated. This lowers the employee taxable income and the overall tax payments for both the employee and the employer.

Please speak to your supervisor to obtain a copy of the plan documents.

Workers' Compensation

You are entitled to the workers' compensation benefits that are required by applicable law. Workers' compensation coverage protects you following an on-the-job injury (though of course we hope this never happens!). An on-the-job injury is defined as "an accidental injury suffered in the course of your work, or an illness that is directly related to performing your assigned job duties."

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor **immediately**. Prompt reporting is the key to prompt benefits; we can't start looking into benefits until we know about your injury.

While Working from Home

Employees are required to maintain a healthy and ergonomically sound work environment, free from hazards, while working from home. Injuries sustained by any employee in a home office location and in conjunction with his or her regular work duties are normally covered by Gemstone



Gymnastics' workers' compensation policy. You must notify your supervisor immediately or as soon as possible in the event of an injury sustained while working from home.

Please be aware: each employee is solely liable for any injuries sustained by family members at home or visitors to his or her home worksite. Non-workers are not covered by our workers' compensation policy!

Equal Employment Opportunity Policy Statement

Here at Gemstone Gymnastics we sincerely believe that equal employment opportunities for all should be a fundamental right. Workplace discrimination is strictly prohibited here, and is something that we ask all employees to help eliminate.

Policy: Your employment with us will always be based upon knowledge, skills, qualifications, and merit, and shall *not* include discrimination because of the protected characteristics listed below (and this is a long list):

Protected Characteristics: Race, color, religion, sex, age, national origin, ancestry, alienage or citizenship status, sexual orientation, gender (including "gender identity" and "gender expression" – which refers to a person's actual or perceived sex, and includes self-image, appearance, behavior or expression, whether or not different from that traditionally associated with the legal sex assigned to the person at birth), physical or mental disability, caregiver status, marital status, pregnancy status, partnership status, military or veteran status, prior record of arrest or conviction, medical condition, HIV/AIDS status, genetic information or predisposing genetic characteristic, status as a victim or witness of domestic violence, sex offenses or stalking, or any other category protected under federal, state, or local law.

Gemstone Gymnastics recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. If you believe you need a reasonable accommodation based on disability or a religious belief or practice, you should discuss the matter with your supervisor.

We strongly urge you to report all incidents of discrimination, regardless of the offender's identity or position. If you believe that you have experienced conduct contrary to this policy, you should file your complaints with your immediate supervisor before the conduct becomes too severe or pervasive (assuming, of course, that your supervisor is not the source of your concern). However, you should not feel obligated to file your complaints with your immediate supervisor first. You always have the option of bringing the matter to the attention of the Compliance Officer.



Discriminatory conduct, regardless of whether an actual law has been violated, will not be tolerated. Gemstone Gymnastics will promptly, thoroughly and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

Consistent with applicable law, acts of retaliation against an employee who files a complaint, engages in protected activity, whistleblowing, or the exercise of any appeal or grievance right provided by law will not be tolerated in our workplace and disciplinary action, when appropriate, up to and including termination of employment will be taken.

This Equal Employment Opportunity Policy applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Non-Discrimination And Anti-Harassment Policy

A workplace should be a space where everyone feels safe and comfortable. We are committed to providing a work environment in which all employees are treated with respect and dignity.

Policy: You have the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, *including* harassment. Therefore, we expect all relationships in the workplace to be kind, courteous, professional, and free of bias, prejudice and harassment (this doesn't mean you have to *like* everyone in the workplace, although we would obviously prefer you would. It simply means you must treat everyone in the workplace with respect).

Sexual Harassment Definition

For the purposes of this policy, and in order to add clarity, we have defined sexual harassment as:

- I. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, for example when:
 - A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;



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

While this should be obvious to all, sexual harassment constitutes “discrimination” under this policy, and is thus illegal under federal, state and local laws.

Sexual harassment may include a range of subtle and not so subtle behaviors, and may involve individuals of the same or different gender. In order to know what types of behaviors to avoid, the following are examples of what we would consider sexual harassment in the workplace:

- Unwanted sexual advances or requests for sexual favors;
- Sexual jokes and innuendo;
- Verbal abuse of a sexual nature;
- Commentary about an individual's body, sexual prowess or sexual deficiencies;
- Leering, catcalls or touching;
- Insulting or obscene comments or gestures;
- Display or circulation in the workplace of sexually suggestive objects or pictures (including through email);

General Harassment Definition

Harassment on the basis of any other protected characteristic is also *strictly* prohibited. Under this policy, we define harassment as:

- I. Verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her **protected characteristic** (see above list), **and** that:
 - A. Has the purpose or effect of creating an intimidating, hostile or offensive work environment; **or**
 - B. Has the purpose or effect of unreasonably interfering with an individual's work performance; **or**
 - C. Otherwise adversely affects an individual's employment opportunities.

In order to know what types of behaviors to avoid, the following are examples of what we would consider harassment in the workplace:

- Racial or derogatory epithets, slurs or negative stereotyping;
- Threatening, intimidating or hostile acts;
- Denigrating jokes, and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).



Individuals and Conduct Covered

These policies apply to everyone connected with Gemstone Gymnastics, and prohibit harassment, discrimination, and retaliation, whether engaged in by fellow employees, volunteers, a supervisor or manager, or by someone from outside of Gemstone Gymnastics (e.g. an outside vendor or consultant).

Conduct prohibited by these policies is unacceptable both in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Retaliation Is Prohibited

Retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports is prohibited. Retaliation against an individual for reporting harassment or discrimination, or for participating in an investigation of a claim of harassment or discrimination, is a serious violation of this policy, and, like harassment or discrimination itself, will be subject to disciplinary action.

Reporting an Incident of Harassment, Discrimination or Retaliation

We strongly urge you to report all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. If you believe that you have experienced conduct contrary to any of our policies, or if you have concerns about such matters, you should file your complaints with your immediate supervisor before the conduct becomes too severe or pervasive (assuming, of course, that your supervisor is not the source of your concern). However, you should not feel obligated to file your complaints with your immediate supervisor *first*. You always have the option of bringing the matter to the attention of the Compliance Officer designated below. The 'Employee Complaint Form' (**Appendix A**) must be filled out and submitted whether filing a complaint with your supervisor or with the Compliance Officer.

Better APC
2031 Commercial Street, #206
San Diego, CA 92113
bertie@inbetterwetrust.com
Attn: Gemstone Gymnastics Compliance Officer



Important Notice To All Employees

If you have experienced conduct that you believe is contrary to this policy, you have an **obligation** to utilize this complaint procedure. Failure to fulfill this obligation could affect your rights in pursuing legal action. You should note that federal, state, and local discrimination laws establish specific time frames for initiating a legal proceeding, so timely reporting of any complaint is in your best interest. Once reported, we will make every effort to stop the alleged harassment, but can only do so with the cooperation of our employees.

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of harassment or discrimination under local, state or federal law.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved, and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. In other words, we can only guarantee limited confidentiality. The investigation will be documented and tracked for reasonable progress. The employee who initially brought the complaint will be notified of the actions taken or not taken once the investigation has been completed.

Timely Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately by qualified and impartial personnel. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as we believe appropriate under the circumstances.

Individuals who have questions or concerns about these policies should speak with their immediate supervisor.

Manager's Duties Under This Policy



Managers must deal expeditiously and fairly when they have any knowledge of harassment within their departments, whether or not there has been a written or formal complaint. They must:

- Take all complaints or concerns of alleged or possible harassment seriously no matter how minor or who is involved.
- Report all incidents to Sara Kemp immediately, so that a prompt investigation can occur.
- Take any appropriate action to prevent retaliation or prohibited conduct from recurring during and after any investigations or complaints.

A manager should not attempt to handle an investigation on their own, even if they have appropriate training. Sara Kemp, in counsel with the Compliance Officer, will determine if an in-house investigation will be conducted or if a third party will be contracted to complete the investigation. All complaints involving senior management will be handled by an external third party. Managers who knowingly allow or tolerate harassment or retaliation, including the failure to immediately report such misconduct to Sara Kemp, are in violation of this policy and subject to discipline.

Required Trainings

We are required under law to provide training and education regarding harassment prevention to all supervisory employees (as defined under applicable law) and nonsupervisory employees. Supervisory employees will receive at least two hours of training, and all nonsupervisory employees will receive at least one hour of training. These trainings must be provided once every two years, or within six months of an employee's assumption of a position. We will notify you of your training dates and expects you to make every effort to not only be present for training, but also to be receptive to the valuable information you will receive.

Americans With Disabilities Act Policy Statement

We are committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"), as well as any applicable state laws regarding disabilities in the workplace, such as California's Fair Employment and Housing Act.

Policy: we will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Accommodation: Consistent with our policy of nondiscrimination, we will provide reasonable accommodations to qualified individuals with disabilities (as defined by the ADA and



applicable state laws) who have made us aware of their disability, provided that such accommodation does not constitute an undue hardship on the company/organization.

If you have a disability and believe that you need a reasonable accommodation to perform the essential functions of your job, you should contact your supervisor.

Procedure for Requesting a Disability Accommodation

Upon receipt of an accommodation request, your supervisor will meet with you to discuss and identify the limitations resulting from the disability, and the potential accommodation(s) that we may be able to make to help you overcome those limitations.

We will determine the feasibility of the requested accommodation(s) by taking into account various factors, including (1) the nature and cost of the accommodation, (2) our overall financial resources, and (3) the accommodation's impact on our operations, including its impact on the ability of other employees to perform their duties and on our ability to conduct activities.

We will inform you promptly of our decision regarding the accommodation request, and, if applicable, on how we will make the accommodation. If your accommodation request is denied, you will be advised of your right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require us to make the *best* possible accommodation, but rather a "reasonable" accommodation. Nor does it require us to reallocate essential job functions, or to provide you with personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

If you have questions regarding this policy, or believe that you have been discriminated against based on a disability, you should notify your supervisor, or other management personnel if your superior is the source of the discrimination. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Employee Complaint Policy

As we grow and evolve, we want to ensure that we remain an ethical and law-abiding company. To accomplish this, we may sometimes need our employees to take the difficult but important step of reporting any violations to someone who can correct these missteps.



Policy: If you have a complaint concerning a coworker, supervisor, or the company as a whole, we ask that you follow the reporting process below. All complaints will be treated as “confidential” to the extent possible, consistent with the need to conduct an adequate investigation:

Complaint Against Coworker: If you have a complaint against a co-worker, please either submit an Employee Complaint Form (**Appendix A**) to your supervisor, or, if the complaint is time-sensitive, go directly to your supervisor to discuss the issue.

Complaint Against Superior: If you have a complaint concerning a superior (including your supervisor), you should discuss this with anyone in management who you think is best suited to handling this complaint. Alternatively, if you don’t feel that anyone in management is equipped to handle the complaint, you can bring the complaint directly to our Compliance Officer (listed below).

Complaint Against Gemstone Gymnastics: If you have a complaint concerning the company as a whole, you should fill out the Employee Complaint Form (**Appendix A**) and send it to our Compliance Officer. The Compliance Officer will determine the most appropriate course of action and will keep you informed to the extent permissible.

Anonymous Complaints: If you would prefer to submit an anonymous complaint (meaning any identifiable information is omitted) you may do so by using the Anonymous Complaint Form, found [here](#). However, be advised that submitting your complaint anonymously will prevent Gemstone Gymnastics or the Compliance Officer from following up with you about your complaint.

No Retaliation Policy: Please note that we are committed to a “no retaliation” policy for employee complaints. This means that we will not retaliate against you for bringing forward a legitimate complaint in good faith. For clarity, by “legitimate” complaint we mean that if your complaint is unfounded, and is intended merely to harass or annoy another coworker, disciplinary action may be taken.

Conflict Of Interest And Outside Employment Statement

In General

We understand – side-hustles have become a common way of life for many. However, we also expect all of our employees to conduct their businesses to the highest ethical standards of conduct, and to devote their best efforts to the interests of the company/organization.

Fun fact: Did you know California has something called a “Duty of Loyalty” to the employer? It’s true! The California Labor Code states, “An employee who has any business to transact on his own account, similar to that entrusted to him by his employer, shall always give the preference to



the business of the employer.” Basically, what this means is if you want to enter into outside employment while also being employed by Gemstone Gymnastics, you must tell us first. This helps us ensure that every employee is treated fairly and our clients are protected from possible ethical conflicts of interest that can be awkward for them. And that leads us into our general policy regarding conflict of interest and outside employment!

Policy: In order to keep everything above board, we ask that you inform, and obtain written approval from, your supervisor before participating in outside paid work activities. Approval will be granted unless the activity conflicts with the interests of Gemstone Gymnastics. Specifically, outside work activities are not allowed when they:

1. Prevent you from fully performing work for which you are employed at Gemstone Gymnastics, including overtime assignments;
2. Involve companies or organizations that are doing, or seek to do business with, Gemstone Gymnastics, including actual or potential vendors or program beneficiaries;
3. Violate provisions of law, or our policies and rules;
4. Require, encourage, or otherwise lead to you using the confidential or proprietary information of Gemstone Gymnastics that you have been provided access to as part of your employment; or
5. Create a potential or actual conflict of interest (e.g. such a conflict of interest exists whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of our business dealings).

If you have any questions as to whether an action or proposed course of conduct would create a conflict of interest, you should contact your supervisor to obtain advice on the issue.

A violation of this policy will result in appropriate discipline, up to and including immediate termination.

Work Product Ownership

Fun fact: Remember that duty of loyalty we mentioned? The California Labor Code also states, “Everything which an employee acquires by virtue of his employment, except the compensation which is due to him from his employer, belongs to the employer...” So, let’s talk a little bit about work product ownership, shall we? **Policy:** As is standard, we retain legal ownership over all of our employees’ work product, unless otherwise agreed in writing. No work product created while employed by Gemstone Gymnastics can be claimed, construed, or presented as your property, even after your employment with Gemstone Gymnastics has terminated, or the relevant project is completed. This includes written and electronic documents, audio and video recordings, system code, and any concepts, ideas, or other intellectual property developed for Gemstone Gymnastics, regardless of whether the intellectual property is actually used by us.



Although it is acceptable for you to display and/or discuss a portion or the whole of a certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective Gemstone Gymnastics, etc.), you must keep in mind that information classified as “**confidential**” must remain so, even after the end of your employment. This is necessary for us to maintain Trade Secret protection for our valuable proprietary information or processes. Note that supplying other businesses with certain types of information may constitute a conflict of interest. If you are using or showing work product owned by Gemstone Gymnastics to people outside of the company/organization, you must always make clear that the work product is the sole and exclusive property of Gemstone Gymnastics.

Non-Solicitation

Policy: During your employment with us, and for a period of 12-months after termination of your employment, you shall not solicit, directly or indirectly, by any means, any of the Gemstone Gymnastics’ customers, accounts, or employees of Gemstone Gymnastics to join you at any other children’s activity center.

Confidential Nature Of Work

Policy: All of our records and information marked CONFIDENTIAL, or that you reasonably should know are not intended for public release, are considered **confidential**. You must, therefore, treat anything related to these records or information as confidential as well. No Gemstone Gymnastics-related information, including without limitation, documents, notes, files, records, oral information, and computer files or similar materials (except in the ordinary course of performing duties on our behalf) may be removed from our premises without permission from Gemstone Gymnastics. The contents of Gemstone Gymnastics’ records or information otherwise obtained may not be disclosed to anyone, except where required for a business purpose. You must take care not to disclose any confidential information, purposefully or even inadvertently through casual conversation, to any unauthorized person inside or outside Gemstone Gymnastics.

If you are unsure about whether specific information is confidential or not, you must assume it is and ask your supervisor for clarification. If you knowingly or unknowingly reveal information of a confidential nature you will be subject to appropriate disciplinary action, up to and including termination.

Non-Disparagement



At Gemstone Gymnastics, we strive to maintain a positive attitude and constructive work environment at all times. As such, it is frowned upon to speak negatively about Gemstone Gymnastics, another employee, or the work we do here at Gemstone Gymnastics. If you have any issues with either Gemstone Gymnastics, or somebody who works with or is affiliated with us, please speak privately with your supervisor or another employee who can assist you in handling your concerns. If someone speaks with you regarding any issue that they're having with you, we encourage you to maintain an open mind and remember that workplace civility is incredibly important. Aggressive or highly defensive behavior will not be tolerated.

TIME OFF



Company Culture Around Time Off:

The core of our company is kid centered. This means that everything we do, every policy in place and decision we make starts with the question “Are we doing the best we can for the kids?” Regarding time off, what is best for the kids (and parents) is consistency. Your kids come to class to see YOU! They love their teacher, and need a constant routine in their lives to feel safe and secure. Coming to your class is part of their routine, and seeing YOU is likely the best part of their day! For that reason, we expect you to do everything in your power to come to work and teach your classes very consistently. We have built in vacations around the December holidays, Spring Break, and all other major holidays and we encourage you to plan any trips or extended time off during these closures. However, we do understand that life happens, and we want you to be healthy, happy, and balanced in and out of Gemstone. In the event that you need a personal day off when the gym is open, you will need to find a suitable substitute to fill in for you. A suitable sub is someone who is trained in the level you are asking them to teach, and will not go overtime in order to cover your classes. When you need to find a sub, you must: 1. Seek approval for time off by filling out the time



off request form (Appendix B) and email it to your supervisor. 2. Your request will be processed within 24 hours (business day) and you will hear from your supervisor with a decision 3. It is your responsibility to find a suitable sub to cover your shift. Remember: a suitable sub is someone who is trained in the appropriate level and will not go overtime by subbing for you. 4. Fill out the online sub log so that office, managers, and staff can all be aware of subs. Make sure the person subbing initials the sub log. In the event that you are sick or have an unexpected emergency, and there is no time to go through the above procedure, we ask that you provide as much notice as possible by calling into the office and notifying your supervisor. You must make a phone call for this communication. It is our company policy that we do not text one another about work in order to strive for a work & life balance. Any attendance problems will be addressed by your supervisor.

Paid Sick Days (“PSDs”)

We hope it never happens, but realistically everyone needs a day in bed with a mug of hot tea and a good TV show binge to recover from time to time. In accordance with California state law and the [Earned Sick Leave and Minimum Wage Ordinance](#), you are entitled to certain Paid Sick Days (“PSDs”) each calendar year. This section will outline the policy.

All employees will receive 1 hour of earned leave for every 30 hours worked within the geographic boundaries of San Diego city limits. Exempt employees will receive 1 hour of earned leave for every 30 hours worked within the geographic boundaries of San Diego city limits.

Compensation for PSDs will follow the employee’s normal payment method (i.e. the same hourly rate or salary equivalent). That being said, you can only access your accrued PSDs after working for Gemstone Gymnastics for at least 90 days. Any unused PSDs will be carried over to the next calendar year. However, at all times, you can only accrue and use up to 80 hours (or 10 full work days) of PSDs each calendar year. Gemstone Gymnastics does not pay out any unused PSDs at the end of the calendar year.

PSDs can be used for the following purposes: treatment of your own health condition or the health condition of a family member, including a child, parent, spouse or registered domestic partner, grandparent, grandchild, sibling, or designated person; following an instance of domestic violence, sexual assault, or stalking; or any other reason allowed under applicable law. You do not need to find a sub for any sick days you take, although we would greatly appreciate it if you would make an effort to find a suitable substitute to fill in for you, just as you would for PTO/personal days off. Any additional sick days taken will be considered part of Paid Time Off (see below).

An employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for the person. This designation may be made at any point during employment. However, the opportunity to update any existing designation, may only be updated after twelve (12)



months of the date of designation. In other words, within a twelve (12) month period, you may only have one (1) designated person within your personnel file. If you do not wish to designate a person for this purpose, that is acceptable, however, we are not required to allow you to take leave under this provision in the future if you do not have a designated person listed within our records.

Please note: unused PSDs will not be paid out following termination, resignation, retirement, or other separation of employment with Gemstone Gymnastics.

Paid Time Off (“PTO”)

For hourly employees

We are big fans of rest and relaxation, and want to help you enjoy your own paid time off. Hourly employees will accrue 1.5 hours of vacation per 40 hours worked. This works out to be about 75 hours of paid vacation, or 9.375 days, per year if you work 40 hours a week. However, the longer you work with Gemstone, the higher your accrual rate will be! Accrual rates increase on the following schedule:

- Upon 2nd Anniversary of employment= 2 hours of vacation per 40 hours worked;
- Upon 3rd Anniversary= 2.25 hours of vacation per 40 hours worked; and
- Upon 5th Anniversary= 3 hours of vacation per 40 hours worked.

That being said, you can only access your accrued paid time off after working for Gemstone Gymnastics for at least 90 days. Up to 56 hours of paid time off may be carried over to the next calendar year. However, at all times, you can only accrue up to 120 hours of paid time off.

To determine the amount of accrued paid time off available to you at any given time, speak to your manager. You will be paid for any accrued vacation time if you leave the company.

For salaried employees only

Policy: Here at Gemstone Gymnastics, we recognize the need to take time away from the office to recharge and live a well-balanced life. We also believe in taking personal responsibility for managing our own time, workload, and results. We believe this is in the best interest for your career as a whole. Therefore, we offer an open time off policy, where employees are afforded the flexibility to take planned time off as needed.

Instead of accruing and tracking vacation time, we request that you plan the vacation time you would like to take off with your supervisor and team. We want you at your peak performance



and feel this policy promotes that. However, we expect you to take vacation time only when your absence will not negatively affect the business.

Vacation time is approved on a first come, first served basis. Managers and supervisors approve vacation requests according to business needs. We do, however, expect each employee to take a minimum of two weeks off every year to prevent burnout and to let you recharge and refresh your mind and body.

Time off due to illness or injury or leaves of absence such as those covered under the Family and Medical Leave Act are handled separately. Please refer to the relevant policies, or contact Human Resources, should you have questions regarding types of leaves.

You should note that, because you do not accrue vacation days under this policy, you will not receive compensation for unused vacation time when you leave Gemstone Gymnastics.

Unlimited vacation time is intended to build trust in working relationships and keep productivity on track. If your performance declines significantly due to abuse of the unlimited nature of the policy, we reserve the right to review your use of this policy, and determine if discipline or termination is appropriate.

Holidays

The gym will be closed on, but not limited to, the following holidays:

- New Year's Day,
- Easter Friday (Good Friday),
- Labor Day,
- Thanksgiving Day and the day after Thanksgiving,
- Christmas Day.

Hourly employees will be paid for Labor day, Thanksgiving day, and Christmas Day at their regular rate of pay, based on the amount of hours they are normally scheduled to work, or if they have fluctuating schedules, they will be paid based on the average daily amount of hours worked in the previous 90 days. Salary employees are not eligible for this benefit (see PTO above instead).

Leaves of Absence

Gemstone Gymnastics will not discriminate against any employee as a result of the approved use of family care or medical leave under applicable law, or the submission of a proper request for such leave. In general, a leave of absence is an official authorization from us (or in some instances,



the State) to be absent from work without (or sometimes with) pay for a specified period of time. Please note that you will be required to provide supporting documentation with your request, and a request cannot be considered without such supporting documentation.

Eligible employees may be entitled to job-protected family or medical leave of absence if they are unable to come to work due to pressing family or medical concerns as described below. The amount of leave granted will be determined on a case-by-case basis by us (or in some instances the State) after discussions with you. Any leaves of absence will be administered in accordance with applicable state and federal laws.

Family and Medical Leave and Wage Replacement

In California, there are four primary sources of State-funded leave and wage replacement, but bear in mind that all State-funded benefits are applied for and subject to the approval of the state, not Gemstone Gymnastics.

Family Medical Leave Act (“FMLA”)

This leave allows qualified employees to take unpaid, job-protected leave for treatment of a serious medical condition for the employee or the employee’s family member. Gemstone Gymnastics is not currently subject to the FMLA, as the employee threshold for FMLA protection is 50 employees. More information can be found [here](#).

California Family Rights Act (“CFRA”)

The California Family Rights Act (“CFRA”) provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave to care for their own serious health condition or a family member/designated person with a serious health condition, or to bond with a new child. It may also be used for qualifying military exigency.

To be eligible for CFRA leave, an employee generally has to meet 3 requirements:

1. have worked for the employer for more than twelve (12) months;
2. have worked at least 1,250 hours in the twelve (12) months prior to their leave; and
3. the employer has at least five (5) employees.

Note: An employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for the person. Under the CFRA, a designated person means “any individual related by blood or whose association with the employee is the equivalent of a family relationship.” This designation may be made at any point during employment. However, the opportunity to update any existing designation, may only be updated after twelve (12) months of designation. In other words, within a twelve (12) month period, you may only have one (1) designated person within your personnel file. If you do not wish to designate a person for this purpose, that is acceptable,



however, we are not required to allow you to take leave under this provision in the future if you do not have a designated person listed within our records.

Employees taking CFRA leave may be eligible for wage replacement administered by the Employment Development Department (“EDD”), as described below, and Gemstone Gymnastics will automatically apply any accrued and unused paid sick leave and paid time off will be automatically applied to an employee’s CFRA leave.

During a CFRA leave of absence, employees are not eligible to accrue any additional paid sick leave or paid time off. However, Gemstone Gymnastics is required under law to continue any company-sponsored health benefits of an employee taking CFRA leave.

If an employee’s need for CFRA leave is foreseeable, the employee must provide reasonable advance notice to Gemstone Gymnastics and, if due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of Gemstone Gymnastics, subject to the approval of the health care provider of the individual requiring the treatment or supervision. If the employee’s need for CFRA leave is not foreseeable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable or fifteen (15) calendar days from the Gemstone Gymnastics’s request.

Gemstone Gymnastics requires that an employee’s request for leave for the employee’s own health condition or to care for a family member who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care.

State-Funded Disability Insurance (“SDI”)

The State of California has a partial wage-replacement insurance plan for California workers known as SDI. The cost of this insurance is fully paid by the employee through payroll deductions. The SDI program includes both Disability Insurance and Paid Family Leave.

Disability Insurance (“DI”)

Employees who lose wages when an illness, injury, or pregnancy-related disability prevents them from working and who meet all the state eligibility requirements can collect DI benefits.

The benefits are calculated as a percentage of employee salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees are responsible for filing their claim and other forms promptly and accurately with the EDD. A claim form may be obtained from the Employment Development Department online, by telephone, or in person. Additionally, employees who apply for this benefit must provide written notice of disability to Gemstone Gymnastics, including a doctor’s certificate stating the



nature of the disability and the expected date of return to work. Once you have provided us with your expected date of return to work, we will create a communication plan together, so that you can return to work with as few hiccups as possible.

Paid Family Leave (“PFL”)

Employees may be eligible for partial wage replacement benefits through PFL for up to a maximum of eight weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, or registered domestic partner; or
- To participate in a qualifying exigency related to a family member in the military.

PFL provides benefits based on past quarter earnings for up to eight (8) weeks in a 12-month period. The cost of the insurance is fully paid by the employee through payroll deductions. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse, or registered domestic partner with a serious health condition.

The employee is responsible for filing their claim for family leave insurance benefits and other forms promptly and accurately with the EDD. A claim form may be obtained from the EDD by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the EDD.

Employees may not be eligible for PFL benefits if they are receiving DI benefits, unemployment insurance, or workers' compensation benefits.

PFL alone does not provide a right to leave, job protection or return-to-work rights. Further, this policy does not provide additional time off; rather, PFL is wage replacement which may provide compensation during approved leave.

Parental Leave

Pregnancy Disability Leave (for Birthing Parents)

As established by the Fair Employment and Housing Act, Pregnancy Disability Leave (“PDL”) is a type of disability leave that allows an employee who is disabled due to pregnancy, childbirth, or related medical conditions to take a pregnancy-related disability leave for the period of actual disability, up to a maximum of four (4) months per pregnancy. A “four (4) month leave” means time off for the number of days or hours the employee would normally work within four (4) calendar months (one-third of a year or 17 ½ weeks). However, the specific duration of the leave needed is determined by the employee's physician.



For a full time employee who works forty (40) hours per week (under California law's definition of full time), "four months" means 693 hours of leave entitlement, based on forty (40) hours per week times 17 ½ weeks. For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four months is calculated on a pro rata or proportional basis.

PDL does not need to be taken in one continuous period of time and may be taken intermittently. However, increments may not be smaller than one (1) hour at a time.

If a holiday falls within a week taken as PDL, the week is still counted as a week of PDL. If, however, the Gemstone Gymnastics's business activity has temporarily ceased for some reason and employees generally are not expected to report for work for one (1) or more weeks, the days the Gemstone Gymnastics's activities have ceased will not count against the employee's PDL entitlement.

Employees will be required to provide medical certification supporting the need to time away under PDL.

Employees who take leave for pregnancy, childbirth, or a related medical condition will be treated like an employee with any other disability and will be eligible for temporary disability benefits in the same amount as any other employee on leave under California law. Please review [Disability Insurance Provisions Brochure \(DE 2515\)](#) for more information, or visit the EDD's website.

Regular and temporary full-time and part-time employees of Gemstone Gymnastics are eligible for pregnancy leave without regard to length of employment. Any accrued but unused sick leave will be applied to any unpaid PDL. Employees may elect to substitute any other accrued but unused PTO for unpaid PDL.

Upon request of the employee and recommendation of the employee's physician, the employee may be given reasonable workplace accommodation to protect the health and safety of the employee. The law does not require us to make the best accommodation, but rather, a reasonable accommodation. The employee must be able to meet the essential functions of the job, either with or without reasonable accommodation.

An employee who exercises their right to take pregnancy disability leave is guaranteed a right to return to the same position, or, if Gemstone Gymnastics is excused under applicable law, to a comparable position if a comparable position is available. However, a refusal to reinstate an employee to their same position or duties is justified if the employee would not otherwise have been employed in their same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee taking pregnancy disability leave or transfer (such as a layoff of employees). If an employee is laid off during pregnancy disability leave or transfer for legitimate business reasons unrelated to their leave or transfer, the Gemstone Gymnastics's responsibility to



continue the PDL or transfer, maintain benefits, and reinstate the employee will cease at the time the employee is laid off.

During PDL, an employee shall accrue seniority and participate in employee benefit plans, including, but not limited to, life, short-term and long-term disability or accident insurance, pension and retirement plans, stock options and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to any other unpaid disability leave granted by Gemstone Gymnastics for any reason other than a pregnancy disability. The employee shall retain employee status during the period of the pregnancy disability leave. The leave shall not constitute a break in service for purposes of longevity and/or seniority under any employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

Additionally, Gemstone Gymnastics will maintain and pay for group dental coverage for an eligible employee who takes PDL for the duration of the leave, not to exceed four (4) months over the course of a 12-month period per pregnancy, beginning on the date the pregnancy disability leave begins, at the same level and under the same conditions that coverage would have been provided if the employee had not taken PDL.

Please note: Gemstone Gymnastics is entitled under law to recover from any employee the premiums paid while the employee was on pregnancy disability leave if both of the following conditions occur: (1) the employee fails to return at the end of her pregnancy disability leave; and (2) the employee's failure to return from leave is for a reason other than one of the following: (a) taking CFRA leave, unless the employee chooses not to return to work following the CFRA leave; (b) the continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave, unless the employee chooses not to return to work following the leave; (c) Non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave; or (d) any other circumstance beyond the control of the employee, including, but not limited to, circumstances where Gemstone Gymnastics is responsible for the employee's failure to return (e.g., Gemstone Gymnastics does not return the employee to her same position or reinstate the employee to a comparable position), or circumstances where the employee must care for herself or a family member (e.g., the employee gives birth to a child with a serious health condition).

After an employee exhausts PDL, additional leave may be available through the California Family Rights Act.

California Family Rights Act (for Birthing or Non-Birthing Parents)

The California Family Rights Act ("CFRA") provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave to care for their own serious health condition or a family



member with a serious health condition, or to bond with a new child. As such, both birthing and non-birthing parents are able to take CFRA leave after the birth, adoption, or placement of a child in their home. If both parents of a new child work for the same employer, each parent is entitled to up to twelve (12) weeks of leave.

Relationship Between PDL and CFRA

PDL and CFRA are separate and distinct entitlements. This means that the right to take PDL under law is separate and distinct from the right to take leave under the CFRA.

At the end of the employee's period(s) of pregnancy disability, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of their child, if the child has been born by this date.

There is no requirement that either the employee or child have a serious health condition in order for the employee to take CFRA leave for the birth of the child. There is also no requirement that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of the child.

Where an employee has utilized four (4) months of pregnancy disability leave prior to the birth of their child, and the employee's health care provider determines that a continuation of the leave is medically necessary, we may, as a reasonable accommodation, allow the employee to utilize CFRA leave prior to the birth of her child. We shall not, however, be required to provide more CFRA leave than the amount to which the employee is otherwise entitled under CFRA.

The maximum statutory leave entitlement for California employees, provided they qualify for CFRA leave, for both PDL and CFRA leave by reason of the birth of a child and/or the employee's own serious health condition is the working days in 29 $\frac{1}{3}$ workweeks. This assumes that the employee is disabled by pregnancy for four (4) months (the working days in 17 $\frac{1}{3}$ weeks) and then requests, and is eligible for, a 12-week CFRA leave by reason of the birth of their child.

Recap of How Job Protected Leave and State-Sponsored Wage Replacement Interact

In order to clarify the concepts explained previously in this handbook and how they may apply to parental leave, we've included a timeline to help you conceptualize how everything comes together:



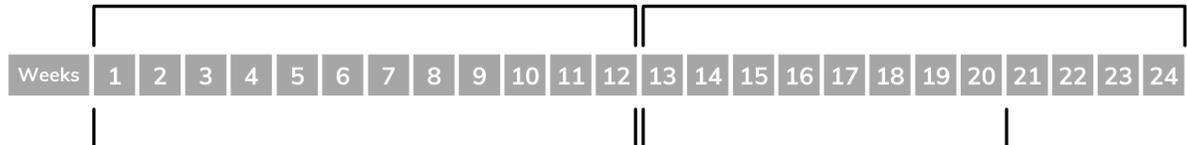
How Job Protected Leave & State-Sponsored Wage Replacement Interact

Job-Protected Leave: Pregnancy Disability Leave

Most pregnant employees will typically need between 10 and 12 weeks off for unpaid pregnancy disability leave. However, employees who are unable to work longer than this due to a pregnancy-related condition can receive up to 4 months off.

Job-Protected Leave: Parental Leave Under the California Family Rights Act

Up to 12 weeks of unpaid parental leave to employees following the birth of an employee's child (or the placement of a child with an employee in connection with adoption or foster care).



Wage Replacement: Disability Insurance

In a typical pregnancy, a worker will be disabled 4 weeks before the expected due date and 6 weeks after for a vaginal birth or 8 weeks after for a cesarean section.

Wage Replacement: Paid Family Leave Benefits

Provides up to eight weeks of Paid Family Leave payments to eligible workers for child bonding.

Gemstone Gymnastics's Income Replacement Policy

Gemstone Gymnastics does not currently offer income replacement during an employee's pregnancy and baby bonding leaves. Accrued and unused paid sick leave will be automatically applied to your PDL. Speak to your supervisor to determine the total amount of hours of accrued and unused paid sick leave available to you.

There are two California income replacement programs through which you may be eligible for partial wage replacement benefits, which we've previously discussed: Disability Insurance and Paid Family Leave.

Paperwork & Medical Certification

All birthing employees returning from parental leave taken for the birth of a child must provide Gemstone Gymnastics with a medical release to return to work form or medical certification from your doctor of continued disability at least one (1) week before your agreed upon return-to-work date. This ensures that you are able to work on the day of your return. We will provide you with a return to work form; if any portion of the form is not sufficiently completed, we may prohibit you from returning to work on our originally scheduled date and until we have received a completed form.

Timeline for Parental Leave



1. Employees will communicate to Gemstone Gymnastics that they are expecting, and will be taking time off. We appreciate as much notice as possible, so that we can prepare, too.
2. Employee will be required to complete a Request for a Personal Leave of Absence form.
3. After completing the Request for a Personal Leave of Absence, your supervisor will have a conversation with you about expectations and contingency plans. For example, if you do experience pregnancy disability and have to take time off from work earlier than anticipated, who will take over your projects? What is your system for keeping track of your projects? Confirming all documentation necessary for whoever will be taking over is saved in an appropriate place that's accessible to the other employee?
4. Your supervisor will then determine the communication plan. You will need to contact Gemstone Gymnastics after the birth of your child to confirm when you'll be returning to work (or if you're a non-birthing parent, to confirm your dates off for bonding), so we will iron out details of how that will happen.
5. Two (2) weeks before your return to work date, you should communicate with your supervisor to give updates about how you're feeling, whether or not you have any limitations, and to get an overall picture of the workload you'll be returning to so that your first day back is positive and productive. During this communication, your supervisor may ask you to obtain a medical certification for your return to work, depending on your unique situation.
6. And don't forget that we have an open door policy for communication: you can contact us at any time during your return to work to talk about your concerns as they come up, even if they don't fit neatly in this timeline.

Insurance Continuation During Family and Medical Leave (Including Parental Leave)

It is important to note that continuing your benefits during family and/or medical leave is optional. You are not required to elect to continue benefits during your leave. Should you wish to discontinue any of your benefits plans, please notify us immediately so we may make the proper adjustments with the insurance carrier(s).

Should you wish to continue your benefits during leave, you will be required to remit payment for your portion of the benefits premiums (normally, these are paid through payroll contributions that you make each time you receive a paycheck). As long as you continue to send in payment for the employee's portion of your benefit plans, Gemstone Gymnastics will continue to pay its portion of the benefit plans as well.

You will be required to make payments on a monthly basis to continue your current insurance benefits. Insurance payments are due on the first of the month for that month's coverage.



Should you return to work in the middle of a month, we will prorate your final month of premiums at that time.

In accordance with our policy, if your payment is more than thirty (30) days late Gemstone Gymnastics will cancel your Gemstone Gymnastics-sponsored insurance plans. Gemstone Gymnastics will send you a written notice of cancellation at least fifteen (15) days prior to the cancellation to ensure you are aware that your insurance coverage is in jeopardy.

In accordance with federal law, you may be eligible to continue your benefit plans under the Consolidated Omnibus Budget Reconciliation Act (COBRA). For example, should you inform Gemstone Gymnastics of your intent not to return from work, you will be eligible to continue your benefits under COBRA, and Gemstone Gymnastics will mail you a separate notice regarding your COBRA rights and responsibilities. However, should you fail to make payment to Gemstone Gymnastics within the timelines delineated above to continue your health insurance plan while on leave, you may forfeit your right to COBRA eligibility under the federal law. So please work closely with us so we may assist you with respect to managing your benefit plans during your leave.

Should Gemstone Gymnastics cancel your coverage due to lack of payment, you will have the right to restore your insurance coverage without condition once you return to work.

It is important to us that you understand your rights and responsibilities regarding benefits continuation during your] leave. If you have any questions or concerns, please contact Gemstone Gymnastics through the contact information listed below.

You will have thirty (30) days from a qualifying event, such as the birth of a child, to add a dependent or make changes to your medical plans, if applicable. Please be sure to provide us with such information within thirty (30) days of the qualifying event.

Lactation Accommodations

Policy: We will accommodate the transition of nursing employees who are returning to work after the birth of a child. Employees who are nursing will be provided with reasonable break time to express breast milk during the workday. Whenever possible, break time should run concurrently with any break time already provided; any additional break time to express milk in addition to other break times provided to the employee is unpaid. If possible, Gemstone Gymnastics will provide a lactation room or location for employees to express milk in private, which is not a bathroom. The lactation room or location will (a) be safe, clean, and free of hazardous materials; (b) contain a surface to place a breast pump and personal items; (c) contain a place to sit; and (d) have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. Additionally, we will ensure employees have access to a sink with running water and a refrigerator suitable for storing milk. If a



refrigerator cannot be provided, Gemstone Gymnastics may provide another cooling device suitable for storing milk, such as a cooler.

Nursing employees returning from maternity leave should speak with their manager or supervisor regarding their needs. Supervisors will work with nursing employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day, and creates the least amount of disruption to our operations.

We are obligated under California law to respond to requests for lactation accommodations, and no employee will be retaliated against for making such a request. Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

Bereavement

We recognize that the time of bereavement can be very difficult, and will work with you to ensure that accompanying stresses are managed as smoothly as possible.

Policy: All employees (including temporary employees) of Gemstone Gymnastics, who have been employed by Gemstone Gymnastics for thirty (30) or more days, are entitled to up to 5 days of paid bereavement leave upon the death of the employee's parent, parent-in-law, spouse, domestic partner, child, sibling, grandchild, or grandparent. Any other leave due to the death of a person close to you will be determined on a case-by-case basis between you and your supervisor.

Bereavement leave days need not be consecutive, but must be completed within three (3) months of the date of the family member's death.

An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. We will maintain the confidentiality of any employee requesting bereavement leave.

If an employee leaves work early on the day they are notified of the death, that day will not count as bereavement leave if the employee notifies their supervisor prior to leaving early.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials. In addition to their paid bereavement leave, an employee may, with their supervisor's approval, use any available PTO for additional approved time off as necessary.

Though we hope we never have to do this, employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave. We may request this in the form of a death certificate, a published obituary, or a written verification of death, burial,



or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or government agency. If such a request is made, you must provide the requested documentation within thirty (30) days of the first day of leave.

We will not take any adverse employment action against, or discriminating against an employee for exercising the right to bereavement leave.

Jury Duty

Policy: If you are called for jury duty or as a witness in court, you must notify your supervisor and submit a copy of the summons or subpoena. Full-time employees will be paid for up to 3 business days during the period that they are called to serve on jury duty or as a witness in court (the difference between the jury duty reimbursement and the employee's actual pay if a scheduled work day). Part-time or hourly employees will not be paid during their absence. You are expected to report to work on any day that you are not required for jury or witness duty, including court holidays not observed by Gemstone Gymnastics.

Voting Leave

Policy: Full-time employees needing time off during their normal work schedule to vote in general elections or primaries are granted up to two (2) hours of paid leave. You can request this leave to cover a period that allows you enough time to vote either at the beginning or end of your scheduled shift.

As with any foreseeable absence, we request that you obtain permission from your supervisor in advance of taking time off to vote.

Unless otherwise required by law, we do not consider paid voting leave as time worked for purposes of computing overtime pay. Additionally, we make every effort not to schedule or require overtime work on election days.

Domestic Violence Leave

Policy: We allow full-time employees who are victims of domestic or sexual violence, or who have a family or household member who is a victim of domestic or sexual violence, to take up to 12 weeks of leave in a 12-month period in order to:

- Seek medical treatment
- Obtain services from a victim services company



- Get counseling
- Engage in safety planning, relocate, or otherwise take steps to increase the victim's safety, or
- Seek legal assistance or remedies.

Crime Victims Leave

Policy: We allow any employee (a) who is a victim of certain, specified felony crimes, or (2) who is an immediate family member of a victim, a registered domestic partner of a victim or the child of a registered domestic partner of a victim of certain, specified felony crimes to attend and participate in judicial proceedings related to the crime. Covered felonies include:

A violent felony, as defined in subdivision (c) of §667.5 of the Penal Code;

A serious felony, as defined in subdivision (c) of §1192.7 of the Penal Code; or

A felony provision of law proscribing theft or embezzlement.

This leave is unpaid.

Military and Reserve Duty Leave

Gemstone Gymnastics supports our troops! To help show our support, we grant unlimited, unpaid time off to employees who are engaged in "uniformed services" for the United States. Under the [Uniformed Services Employment and Reemployment Rights Act](#) of 1994 ("USERRA"), "uniformed services" include: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and funeral honors duty.

We understand that military service can sometimes be unpredictable, but whenever possible we require notification of your impending military service and use of military leave (see form in the appendix). With or without notice, however, your position (or a comparable position as deemed appropriate under the law) at Gemstone Gymnastics is safe and will be waiting for you upon your completion of military service. In addition, we will do our diligence to assure that you receive the proper training upon your reemployment with Gemstone Gymnastics!

Misc. Leave

Civil Air Patrol Leave

Policy: If you are a volunteer member of the California Wing of the Civil Air Patrol, and have been employed by Gemstone Gymnastics for at least 90 days, you are provided with at least 10 days of leave per calendar year to respond to emergency operational missions of the Civil Air Patrol. Such



leave generally is limited to 3 days per single emergency operational mission. You should notify your supervisor prior to taking such leave, when possible and you must also provide certification from the Civil Air Patrol Authority supporting the need for leave.

Although Civil Air Patrol Leave is unpaid, you may elect to use any available vacation time or sick leave/personal days during your leave. You will be reinstated to the same or an equivalent position following Civil Air Patrol Leave.

Organ or Bone Marrow Donation Leave

Policy: You are eligible to receive up to 30 days of paid leave to serve as an organ donor and up to 5 days of paid leave to serve as a bone marrow donor in a one-year period. Additionally, you are eligible to take an additional 30 days of leave if you serve as an organ donor, but this additional leave is unpaid. The one-year period is measured from the date that your leave begins, and shall consist of 12 consecutive months. You must be employed with Gemstone Gymnastics for at least 90 days immediately preceding the commencement of leave and request leave in writing.

When available, you must utilize up to 5 business days of accrued but unused paid time off for initial bone marrow donation leave and up to 2 weeks of accrued but unused paid time off for initial organ donation leave. Afterward, the Company will provide additional paid leave up to the limits explained above.

We ask that you provide your supervisor with written physician verification of the purpose and length of each leave. For more information regarding this leave, please ask your supervisor.

Providing Notice

For all requested leaves discussed above, you should provide a minimum of 30 days notice (or as much notice as practicable if the reason for requesting leave is not foreseeable) to your supervisor. You must also submit a tentative leave schedule, and complete the "Request for Leave of Absence" form, attached as **Appendix B**, at that time. You may also be asked to provide a doctor's note or other medical documentation, depending on the type of leave requested. Examples of leave that will require a doctor's note or other medical documentation included, but are not limited to, family leave.

For parental leave, you must contact your supervisor within 4 weeks after birth or placement to confirm your schedule for return to work.

Non Eligible Employees



Temporary employees are **not eligible** for leave under our policies unless otherwise noted.

ON THE JOB



Location

As you're probably already aware, our HQ is located at 5121 Waring Road San Diego, CA 92120. Unless otherwise approved with your supervisor under our Remote Work Program, you are expected to work from the office on a daily basis.

Hours

Regular business hours are between 9:00AM through 7:00PM Monday through Friday, and Sat 8:00AM through 4:00PM. However, depending on events and circumstances, we may have additional nights and weekends available, or may require your presence at periodic meetings or trainings. (we'll try to keep this to a minimum though, so that you can enjoy a balanced life away from your work fam)

Weapon-Free Workplace

The possession of weapons of any kind, including but not limited to firearms or explosives, while on-premises or while engaged in company business off-premises is forbidden except where permitted by applicable law.

This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm. Mace or pepper spray is not considered a weapon under this policy.



If you are aware of violations or threats of violations of this policy, report such violations or threat(s) of violations to your supervisor or another member of the leadership team immediately. Violations of this policy may result in disciplinary action, up to and including termination.

Remote Work

This policy may apply to certain positions and tasks within the company, but not all. Please see your supervisor for more information.

Introduction

Policy: We love seeing all of our employees' faces around the office! It gives everyone a chance to interact without a glowing screen separating us. Therefore, we expect all employees to be working onsite during regular business hours, unless approval is granted for a flexible work schedule via our remote work policy.

Our remote work policy allows for work to be performed off-site through any appropriate combination of email, telephone, Google Hangouts or similar technology. On remote days, an employee might work from home, a coffee shop, or even on the road. An example of a remote schedule would be: onsite Monday, Tuesday, Thursday and Friday 9:00 a.m to 6:00 p.m., and offsite 9:00 am to 6:00 p.m. Wednesday

Our remote work policy allows for greater employee flexibility and autonomy when opportunities exist for improved performance, reduction in commute, or business savings. If you are interested in taking advantage of our remote work policy you should discuss with your director supervisor, and submit a request using the Remote Work Request Form (**Appendix C**).

Eligibility

Your supervisor will approve remote work requests after taking into account our organizational and scheduling needs.

Approval Procedures

For a one-time request (covering one workweek) you must receive verbal or written approval from your supervisor. For requests extending beyond one workweek, you must first discuss possible remote work arrangements with your supervisor, and then submit the "Teleflex Program Request Form" (**Appendix C**). Your supervisor will approve or deny the remote work request based on a



number of factors, including our staffing needs, your job duties, your work record and your ability to temporarily or permanently return to a standard work schedule when needed.

Exceptions

If approved, we trust that you will act judiciously and in the best interests of Gemstone Gymnastics. However, an approved remote work arrangement may be suspended or canceled at any time for various reasons, including abuse of the remote work privileges, employee performance, departmental needs, and Gemstone Gymnastics events. Please note that some remote work arrangements may not be available to employees.

No Change

Your compensation, benefits, and work responsibilities will not change due to participation in remote work. The amount of time you are expected to work per day or pay period will not change as a result of participation in remote work. Remote employees must comply with all Gemstone Gymnastics rules, policies, and procedures.

Pronoun Policy

This should go without saying but pronouns are incredibly personal and getting them right not only builds trust, it improves quality of life significantly. Pronouns are never “preferred,” just like your name isn’t preferred—it’s simply your name. So when someone communicates their pronouns to you, be sure to use them.

If you accidentally use the wrong pronoun, you should correct yourself without centering yourself. For example, a simple, “I’m sorry, [correct pronouns]” or “excuse me, [correct pronouns]” works perfectly fine, but making a scene and apologizing profusely can make the other person uncomfortable and really makes the apology about you. Just correct yourself quickly and move along.

Everyone will, at some point, accidentally use an incorrect pronoun. We’re all human, and what matters is making sure you’re able to correct yourself and show that you respect the other person’s humanity too. However, willful misgendering will not be tolerated. If we become aware of willful misgendering by any employee, we will place the employee on unpaid leave while we investigate the situation, and if the employee has been found to have willfully misgendered someone, either colleague or client, the employee will be disciplined including up to termination.

Cell Phone Use



Policy: We understand that your outside life does not stop during the day. It sometimes becomes necessary to make a personal phone call during work. However, work time is for work. Short personal calls (a few minutes) may be made or taken during work hours when necessary. Calls can only be accepted outside of the gym floor. If we feel you are abusing this privilege, we will request that you limit personal calls during work hours to a more acceptable level.

Internet Use

Again, we understand that there are occasional distractions during the day. After all, we aren't robots who can focus for 8 hours straight (Note: if you suspect that you are a robot, please discuss this with HR or your supervisor). However, these distractions should be limited during work, with the majority of your focus being directed towards your work-related tasks.

Policy: While we do not officially prohibit the use of our Internet network for non-work-related purposes, we request that Face-booking, Buzz-Feeding, and other non-work-related activities be kept to a bare minimum. Additionally, in accordance with our safe work environment policies, you are not permitted to download content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material from our Internet network is **expressly prohibited**. If you are in doubt – leave it out.

If we feel you are abusing Internet use privileges we will let you know, and may suspend this privilege. You should note that Gemstone Gymnastics retains the right to monitor your Internet and computer use during work while connected to our network.

Email

Policy: You may be given a Gemstone Gymnastics email address. Use of that email address is permitted for Gemstone Gymnastics-related purposes only, and is not to be used for personal reasons. We actively monitor the use of our work email accounts to mitigate threats to the security and integrity of our systems and data. Upon any suspicion of misuse of the email account we have provided, we retain the right to access the email account and suspend its use. If we find that you have misused the email account, you may be subject to discipline up to and including termination. All emails received or sent through your Gemstone Gymnastics email address are property of Gemstone Gymnastics, and any unauthorized intentional deletion of emails may be considered destruction of Gemstone Gymnastics property.



You should note that it might be necessary for us to put a “litigation hold” on your email account if we are ever threatened with legal action. In such a situation you will be notified of your obligation to retain *all* emails and turn off any auto-delete function you may have enabled.

Phishing: Watch out for phishing. Never give out your passwords or personal data via email. You can always check with the sender in person or over the phone if you have a suspicious email, and be wary when downloading attachments. Common phishing schemes will include invoices from “vendors”, mystery attachments, urgent requests, and they will commonly have misspellings.

Note: hourly employees should not do work outside of those hours scheduled and counted towards their pay. Therefore, we prohibit hourly employees from performing work activities at home, such as email.

Social Media

We seek to balance the privacy concerns of our staff with reasonable and appropriate transparency of operations and Gemstone Gymnastics values. Under no circumstances are you allowed to have contact with students or their parents outside of work, including without limitation, social media and email. No photographs of the children will be permitted.

Policy: All of our employees, partners, and volunteers are entitled to reasonable **zones of privacy** while at work. To this end, reasonable restrictions on employee social media use may be put in place while employees, partners, and volunteers are (1) on our business premises, (2) attending Gemstone Gymnastics-sponsored functions/activities, or (3) during public activities where our employees are representing Gemstone Gymnastics. These restrictions are necessary for operational efficiency, to avoid adverse public perception of Gemstone Gymnastics, and to maintain compliance with state and federal laws. These restrictions are detailed below, and are in force unless you are informed otherwise

Prohibited Conduct

It is a violation of this policy for employees, partners, or volunteers, while (1) on Gemstone Gymnastics business locations, (2) attending Gemstone Gymnastics-sponsored functions or activities, or (3) at activities where the employees, partners, or volunteers are representing the company/organization, to engage in any of the following activities, or activity that is substantially similar:

1. Without the prior written consent of the affected person, disclosing information, or posting pictures, of customers, their children, employees, partners, volunteers, or supporters not otherwise readily available through public means.



2. Without our prior written consent, publishing for commercial purposes, or to gain a commercial advantage, any pictures, logos, or Gemstone Gymnastics materials.
3. Without our prior written consent, publishing or posting any financial, personnel, or other private information of Gemstone Gymnastics not readily available through public means.
4. Making threats against the physical safety of, or engaging in communication that amounts to impermissible harassment or intimidation against, any Gemstone Gymnastics employee, partner, volunteer or supporter. Communications that demean, harass or threaten any employee, partner, volunteer or supporter based upon their actual or perceived protected identifiable characteristics (such as ethnicity, race, gender, religious preference, sexual orientation or disability), or their affiliation with any individual who is a member or, or has the characteristics of a protected class, shall constitute a violation of this policy.
5. Making false statements that materially demean our reputation, our goals, or any of our employees, partners, volunteers, or supporters.

Limitation on Application of Policy

This policy is not intended to, and should not be interpreted as, prohibiting or interfering with the rights of employees, partners, or volunteers to engage in any concerted activity protected by the National Labor Relations Act (NLRA). Under the NLRA, employees, partners, or volunteers retain the right to discuss wages, benefits and all other terms and conditions of employment or union organizing orally, in writing, in internet communications, or by social media postings.

This policy is not intended to, and should not should not be interpreted as, prohibiting or interfering with any rights of employees, partners, or volunteers to engage in private or public activity when not (1) on Gemstone Gymnastics business locations, (2) attending sponsored functions or activities, or (3) at public activities where the employees, partners, or volunteers are representing or acting on our behalf.

Personal Social Media Privacy Settings

Privacy is becoming an increasingly scarce and valuable asset in today's hyper-connected world. We strongly encourage you to set your various social media accounts to **private**, when possible. Additionally, you should examine the information you have already published in the public sphere and use your best judgment as to what is acceptable/unacceptable for strangers to know about you. If anything has negative implications for our employees or us, you should consider removing it.

Private Communications



Notwithstanding any other provision of this policy, if you identify yourself in any communication or posting as employed by, or affiliated with, Gemstone Gymnastics, the restrictions contained within this policy shall apply.

Use of Equipment

Policy: As part of your work we may entrust you with certain equipment. This equipment can be rather expensive, so we ask that you use utmost care when using it. You are responsible for all property, materials or equipment issued to you or in your control while employed with us. If you find that any equipment is damaged or broken, you must cease using it immediately and notify Gemstone Gymnastics before you clock out. If you leave Gemstone Gymnastics for any reason, you must return the materials and equipment provided to you before, or on, your last day of work. Also, please do not use the printers for non-Gemstone Gymnastics related work (not to get all “Big Brother,” but we can see what you printed out).

Housekeeping

No one likes to share a messy workspace that smells of old pizza or B.O. We ask you to help out in maintaining a tidy, litter-free, and odor-free workplace, and to treat the area like your home (unless you enjoy living in squalor, in which case treat it like someone else’s home). We also ask that you attend work in appropriate dress, and maintain sufficient hygiene standards (no one wants the embarrassment of being politely asked to go home and shower).

Dating Policy

While we certainly don’t want to get in the way of Cupid’s arrow, we need to set down some guidelines to ensure a harmonious work environment for all. “Swiping right” on a coworker may lead to problems for everyone if things don’t pan out. Therefore, there are certain circumstances where we must prohibit romantic relationships in order to maintain the peace and tranquility of a post-breakup-drama free workplace.

Policy: Any romantic relationships between a supervisor and a rank and file employee that s/he supervises, whether directly or indirectly, are forbidden. For department managers, this includes any employee in his/her department.

The *only exception* to this policy is when the two lovebirds have entered into a romantic relationship *prior to* starting their employment at Gemstone Gymnastics. This situation will be permitted, provided one partner is not under the direct or indirect supervision of the other. If this is the case, Gemstone Gymnastics management personnel must be notified immediately.



For any other budding relationships between Gemstone Gymnastics' employees, this policy requires that the relationship not interfere with either paramour's ability to act professionally while on the job. As awkward a conversation as it may be, we also ask that the couple inform management of the relationship, in order to avoid the perception that sexual harassment is taking place (because that would be sitcom level embarrassing for all involved). The following **additional policies** apply:

1. The relationship must not have a negative impact on either employee's work;
2. The couple must not engage in any public displays of affection around the office that might create an uncomfortable work environment for others, or be perceived as harassment;
3. Both individuals must act professionally towards each other at all times, even in the event that the relationship has ended;
4. Neither individual may participate in any decision-making processes that could affect the other's pay, promotional opportunities, performance reviews, hours, shifts, or other career advancement;
5. Both individuals must inform Gemstone Gymnastics management personnel if the relationship ends, or if the conduct or advances of the other person are no longer welcome;
6. If the relationship ends (we hope it doesn't, but we always need to plan for the worst), one person must not pursue the other, forcefully seek to resume the relationship, or engage in any other conduct toward the other person that could violate the Harassment Policies of Gemstone Gymnastics.
7. Both must sign a "consensual relationship" form, for company records to protect everyone involved.

Violation of this policy *will* incur discipline up to and including termination.

Substance Abuse

Alcohol

While alcohol may be the social lubricant of choice for some, and Don Draper a role model for others, we do not allow the consumption of alcohol during office hours, except Gemstone Gymnastics-sanctioned social events. During these events, alcohol may be available to employees 21 and older. While we would love to see you there, your attendance at these events is obviously voluntary, and is not a required part of your work-related duties as an employee. If you choose to



consume alcohol at these events, we ask that you do so in a responsible manner, and make arrangements for getting home safely.

Drugs

Policy: We maintain a “zero tolerance” policy regarding drug use in the workplace. All employees are prohibited from using, possessing, concealing, manufacturing, selling, buying, or promoting the sale of any drug (other than properly used prescription medication or over-the-counter drugs), including cannabis, while on our premises or when engaged in Gemstone Gymnastics business.

We reserve the right to conduct searches of Gemstone Gymnastics property, or employees and their personal property brought into our workplace, when we have reason to believe that our drug and alcohol policies are being violated. Additional measures may be implemented where necessary to detect and deter abuse of this policy.

If you are using prescription medication or, over-the-counter drugs, that may impair your ability to safely perform your job or affect the safety or well being of others, you must notify your supervisor of such use immediately before starting or resuming work or driving a vehicle owned or leased by Gemstone Gymnastics.

LEAVING GEMSTONE GYMNASTICS

As an at-will employee of Gemstone Gymnastics, you are free to terminate your employment at any time, with or without reason. Likewise, we have the right to terminate your employment, or otherwise discipline, transfer, or change your position at any time, with or without a reason, consistent with applicable local, state and federal law, and the policies outlined in this handbook. Should you decide to resign from your position, we expect that you will give at least two weeks of notice, as is customary.

Job Abandonment Policy

Employees who fail to report to work for three (3) consecutive business days without notifying Gemstone Gymnastics of the absence will be considered as having voluntarily resigned as a result of job abandonment.

If the employee is unable to contact Gemstone Gymnastics for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the



employee or a representative is unable to contact Gemstone due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company within three days), the employee or his or her representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

Return of Gemstone Gymnastics Property

Upon the termination of your employment with Gemstone Gymnastics (or at any other time as we request), you will immediately deliver to us (a) all of Gemstone Gymnastics' property that is or has been in your possession, custody or control, including, for example, all keys, access cards, computer hardware, computer software and programs, data, materials, papers, books, files, documents, records, policies, Gemstone Gymnastics and customer information and lists, financial data, marketing information, design information, specifications and plans, database information and lists, mailing lists, notes, and any other property or information that you have has relating to Gemstone Gymnastics (whether those materials are in paper or computer-stored form), and (b) any and all documents or other items containing, summarizing, or describing any Confidential Information of ours, including all originals and copies. The obligation to return Gemstone Gymnastics property includes but is not limited to the originals and all copies of any such property that is electronically stored.

Email Termination

If you choose to leave Gemstone Gymnastics voluntarily, your email account will be disabled at the end of your last business day on the job. If you wish to maintain access to your Gemstone Gymnastics email account, you must submit a request to your supervisor. Email accounts for any employee leaving Gemstone Gymnastics involuntarily will be disabled immediately.

Please know that if there is a valid business purpose to do so, we reserve the right to read employee email messages. Nobody likes a snoop, so don't make us become one.





APPENDIX A – EMPLOYEE COMPLAINT FORM

Gemstone Gymnastics takes employee complaints of discrimination, harassment, unethical, or unfair conduct seriously. So that we may properly investigate your concern, you are requested to fill out this form as completely as possible. Please use additional sheets of paper where needed. After a prompt and thorough investigation into your complaint, you will be notified of Gemstone Gymnastics' intended action. Should you have any questions about the process, please set them forth at the end of this form and we'll do our best to answer them. Thank you.

Name: Employee _____ Title: _____
Department: _____ Supervisor Name: _____

Please describe in as much detail as possible the nature of your complaint. Please provide or identify all known persons, documents and witnesses to your concerns:

Please describe how the actions you complain about have affected your ability to perform your job:

Please describe any positive solutions you believe can help resolve your complaint:



Please provide any additional comments you wish the company/organization to consider when investigating your complaint:

I declare that the facts set forth in this complaint form are true and accurate pursuant to the penalty of perjury under the laws of this State.

Employee Signature: _____ Date: _____



APPENDIX B – REQUEST FOR TIME OFF/LEAVE

Name: _____ Date: _____

Cell Phone #: _____ Email Address: _____

Type of Request: Original Request Extension

Duration of Time off/Leave (REQUIRED. If dates are unknown, use anticipated dates):

First day out of work: _____

Last day out of work (or if medical, date of next appointment with doctor): _____

I am requesting Time Off/Leave for the following reason(s):

- For a short-term health condition that makes me unable to perform my job.
- For a long-term health condition that will persist after short-term disability benefits have expired.
- To prepare and/or care for my child surrounding birth or placement. Anticipated delivery date (if applicable): _____
- To care for my child, spouse, or parent who has a serious health condition.
- For bereavement following the death of an immediate family member.
- To report for Jury Duty pursuant to a summons.
- To spend time with a spouse or child while their military deployment orders are in effect.
- To seek help for myself or a family/household member after an incident of domestic or sexual violence.
- Use of my accrued PTO for any reason. I wish to use _____ hours of my accrued PTO.
- Use of my accrued PSDs — this may be used in conjunction with other forms of medical-related leave above (subject to supervisor approval). I wish to use _____ hours of my accrued PSDs.
- Other: _____

Employee Signature

Date



Supervisor Signature

Date

FOR MEDICAL RELATED LEAVE REQUESTS, PLEASE ATTACH A HEALTH CARE PROVIDER'S STATEMENT DESCRIBING THE REASON FOR LEAVE, DATE ON WHICH THE CONDITION OCCURRED, DIAGNOSIS, CONFIRMATION THAT THE CONDITION WARRANTS LEAVE, AND ANTICIPATED DATE OF RETURN.

PLEASE REVIEW DATES OF LEAVE OF ABSENCE REQUEST PRIOR TO SIGNING.



APPENDIX C – REMOTE WORK REQUEST FORM

I, _____, wish to apply for remote work privileges.

I hereby agree to abide by the conditions and limitations set forth in the Gemstone Gymnastics Employee Handbook under the heading “Remote Work .”

(Please fill in your requested workweek schedule)

Monday _____A.M. to _____P.M. at: office / off-site (circle one)
Tuesday _____A.M. to _____P.M. at: office / off-site
Wednesday _____A.M. to _____P.M. at: office / off-site
Thursday _____A.M. to _____P.M. at: office / off-site
Friday _____A.M. to _____P.M. at: office / off-site

Print Name:

Date:

Employee Signature:

APPENDIX D – RECEIPT OF EMPLOYEE HANDBOOK

I, _____, hereby acknowledge that I have received a copy of Gemstone Gymnastics’ employee handbook and I am aware that the policies in the employee handbook are not intended to be all inclusive and are subject to change. I understand that any changes made by Gemstone Gymnastics with respect to its policies, procedures, or programs can supersede, modify, or eliminate any of the policies, procedures, or programs outlined in this handbook.



The contents of the employee handbook are presented as a matter of information only. While Gemstone Gymnastics believes in the plans, policies and procedure described herein, they are not conditions of employment. **The language used in this publication is not intended to create, nor is it to be construed to constitute, a contract, either express or implied, between Gemstone Gymnastics and any one or all of its employees.**

In consideration of my employment, I agree to conform to the rules of Gemstone Gymnastics. **I understand that my employment and compensation is terminable AT-WILL by Gemstone Gymnastics or me.** I also understand that no employee or representative of Gemstone Gymnastics, other than the CEO, has the authority to make any agreement contrary to the foregoing.

I accept responsibility for reading and understanding the information in this handbook and will seek verification or clarification of its terms or guidance where necessary. I understand that I should consult my supervisor if I have any questions that are not answered in this handbook.

Print Name: _____

Date: _____

Employee Signature:

Emergency Contact Information:

Contact Name:

Contact Phone Number:

Your Relationship to Contact: