



**MOVE Board of Directors Meeting Agenda
10:00 AM Tuesday October 17, 2023**

**MOVE Office
4701 Sisk Rd. Ste. 201
Modesto, CA 95356**

**You may also attend this meeting by utilizing “GoToMeeting” online conferencing.
Email Laura Coutrakis for meeting Link
laurac@movestanislaus.org**

AGENDA

1. Call to Order

2. Roll Call –

Jenny Kenoyer
Jeff Lambaren
Pat Maisetti
Lupe Aguilera
Geri Vargas

3. Public Comments

Matters under the jurisdiction of the MOVE Board of Directors, and not on the agenda may be addressed by interested parties in the audience at the beginning of the regular agenda. Any member of the audience wishing to address the Board of Directors during the “Public Comments” period shall be permitted to be heard for up to five minutes or at the discretion of the Chair.

4. Consent Calendar

- A.** Board of Directors Meeting Minutes of August 15, 2023
- B.** Caltrans 5310 Resolution #2023-04

Action: Approve Consent Calendar Items

Action: Approve Resolution 2023-04 authorizing the Chief Executive Officer to execute all documents associated with the 2023 Cycle for FTA 5310 funds for both Traditional and Expanded projects.

5. Unmet Transit Needs – Jean Foletta

Presentation by StanCOG



6. Updated Employee Handbook

Action: Adopt the MOVE Stanislaus Transportation Employee Handbook, October 17, 2023.

7. ADA Eligibility Services Agreement – Phil McGuire

Action: Approve an agreement between MOVE, StanRTA, and the City of Turlock for ADA paratransit eligibility services effective September 12, 2023.

8. Measure L Budget Increase: Expand Care Cruisers – Phil McGuire

Discussion Item

9. Performance Measures Update – MOVE Staff

Reports will be provided during the meeting.

10. Strategic Plan Update – Phil McGuire

11. CEO Report – Phil McGuire

12. Comments by Rosa De Leon Park (Ex-Officio)

13. Comments by Board Members

14. Information Items – Phil McGuire

15. Closed Session – Personnel Matters

16. Adjourn

Next Scheduled Board Meeting:

November 21, 2023, at 10:00 am
4701 Sisk Road Ste. 201
Modesto, Ca 95356



DATE: August 15, 2023
TO: MOVE Board of Directors
RE: Minutes August 15, 2023

Agenda Item: 4A

Meeting Minutes

1. Call to Order 10:02 AM

2. Roll Call –

Jenny Kenoyer
Jeff Lambaren
Pat Maisetti
Lupe Aguilera
Geri Vargas

Staff Members Present: Phil McGuire, Kristin Bragg, Alicia Rodriguez,
Laura
Coutrakis

Guests Present: Drew Starr and Jean Foletta

3. Public Comments

Matters under the jurisdiction of the MOVE Board of Directors, and not on the agenda may be addressed by interested parties in the audience at the beginning of the regular agenda. Any member of the audience wishing to address the Board of Directors during the "Public Comments" period shall be permitted to be heard for up to five minutes or at the discretion of the Chair.

4. Consent Calendar

A. Board of Directors Meeting Minutes of July 18, 2023

Motion: A motion was made by Vice Chair Lambaren, seconded by Director Aguilera to approve the consent calendar item.

Passed: Unanimous

5. Strategic Plan Development



Discussion: CEO McGuire provided a short recap regarding previous discussions with the Board about having a Strategic Planning Session to provide direction for the future of MOVE. Mr. McGuire had sent the Board Members a previous strategic plan he had worked on for another organization in the past, to give the Board an idea of what a Strategic Plan might look like. Previously there was a discussion about having a Board retreat, however, it will take much longer than one day to pull a strategic plan together. MOVE will have to collect resources and statistics to determine the size of the local population we serve, and what needs MOVE can provide looking forward.

MOVE is capable of doing a lot more than the current programs offered. It will require several sessions to put together a comprehensive plan, and the Board will determine where MOVE can go from here, as well as the intended time frame the plan will cover.

Director Vargas asked if MOVE has ever had a strategic plan. Mr. McGuire answered no, however with the recent addition of the Care Cruiser program, strategic staff changes, and financial changes we've worked on with StanCOG make this the ideal time for it.

Director Vargas asked if staff would be included in the process. CEO McGuire confirmed staff will absolutely be involved.

Mr. McGuire opened the conversation up to the board encouraging them to share their thoughts about what the plan may include and what timeframe will be covered.

Director Maisetti shared that she would like to see an area within the plan for the expansion of programs and the necessary funding that would be required to implement them. Director Maisetti also asked how long it took to put together the sample strategic plan Mr. McGuire had provided, to get an idea of how long it might take to fully develop MOVE's plan. Mr. McGuire indicated that the planning process there took several months.

Vice Chair Lambaren believes that our strategic plan is the guiding principle for MOVE. He feels scheduling a day retreat to kick off the project will provide the Board time to focus fully on the plan, then follow up at regular intervals to keep moving forward until the plan is completed. Regarding potential plan elements, Human Resources, Board Development, and Succession may be important. Also, the bylaws, reporting data, and using information to drive decisions should be considered. Mr. Lambaren does not feel we need an outside consultant to prepare the plan

Director Aguilera agrees that MOVE definitely needs a strategic plan, and the staff needs to be involved to help the Board better understand the current operations, and what can be added while continuing operations.



Director Aguilera said that many folks do not know what MOVE is or what services are available, so we should plan to include additional efforts to help the community become more aware of MOVE.

Chair Kenoyer shared that the Board should really start with a retreat or workshop to focus attention on the Strategic Plan, and then set target dates for accomplishing and tracking stages during the plan implementation.

Director Vargas requested the assistance of Laura Coutrakis to compile the information and keep it updated as the Board pulls together the plan.

CEO McGuire suggested that the staff choose a date and time to meet for the initial planning session. Vice Chair Lambaren suggested that the Board book a date for a retreat at some local venue, to spend 6-7 hours focusing on getting the plan started and outlined. He believes the best time would be between Thanksgiving and Christmas since those are slower times for business conferences. McGuire indicated that the staff should be able to find a venue available during that time.

Mr. McGuire agreed that MOVE will conduct some research to locate and book a local venue for an extended planning session between Thanksgiving and Christmas.

6. Performance Reports

MOVE has always gathered performance data to gauge the effectiveness of MOVE programs. Recently Mr. McGuire and the management team have been reviewing the program reports to identify which information can best be utilized to drive the programs forward, as well as keep the Board informed on MOVE's performance. Therefore, all program reports are being reviewed and modified to provide information that can be used to develop service goals and measure value. Updated performance reports will be prepared prior to the next Board meeting.

7. CEO Report (McGuire)

CEO Phil McGuire did not have any additional information to report on at this time. He will share additional information with the Board during the closed session.

8. Comments by Rosa De Leon Park (Ex-Officio)

Jean Foletta shared a message from StanCOG that the Measure L Oversight Committee provided a report to StanCOG stating that everything looked good for all the agencies that receive Measure L. The financial and



compliance audits also looked good.

Mr. McGuire did share that he has been looking at Measure L budgeting to determine how to use the funds to support the unexpected increase in ride demands for the new program Care Cruisers. It has grown much quicker in the first month here at MOVE than we anticipated, and MOVE is seeing a need to increase staff to support the demand for services within the program. MOVE has proposed to StanCOG that additional Measure L funds be provided to MOVE to expand the Care Cruisers program.

Jean Foletta of StanCOG said that MOVE has a meeting scheduled with Rosa De Leon Park to go over a few things, and if MOVE needs support or advice on funding for the Care Cruiser program, that would be a great time to have a discussion about it.

9. Comments by Board Members

Director Maisetti shared an experience she had last month in Patterson at the Hammond Senior Center. During July 2023 Stanislaus experienced record-breaking heat waves. Ms. Maisetti witnessed a couple of seniors waiting outside for over an hour in the heat to be picked up by ADA Paratransit. One of them ended up getting sick and ended up in the hospital for two days. One of the women from Hammond Center called and was told the bus driver was on break. Then she contacted Director Maisetti, who drove her car to pick up the waiting seniors and take them home.

Jean Foletta expressed concern over StanRTA upon hearing the story and said that these are the stories we need to share with StanRTA so they can understand how they impact the lives of their clients.

10. Information Items (McGuire)

Mr. McGuire wanted the MOVE Board to be aware that MOVE has brought in a specialist to train MOVE Staff and Volunteers on proper wheelchair loading, unloading, and securement. MOVE will be holding two classes in August; the specialist, Doug Cross, will focus on the types of vehicles in MOVE's fleet. As a group during training, he will bring them to our garage to look at the specific vehicles and identify proper loading and securement techniques for the different models.

Vice Chair Lambaren asked if there is a requirement for this type of training. Does it have to be done annually?

Mr. McGuire shared that there is no formal requirement, however, MOVE may develop a policy for this, to ensure consistency among MOVE drivers within the various programs we offer. Furthermore, MOVE is in a position to train trainers to conduct the training sessions and thereby support other



organizations with regular wheelchair safety training as well. This could be done for any other organization that transports clients in wheelchairs, and MOVE would not charge any cost to train. Allowing MOVE to further serve the community through the training service. MOVE will be reaching out to other community organizations to offer wheelchair training over the next couple of months.

11. Closed Session – Personnel Matters

12. Adjourn

Next Scheduled Board Meeting:

The September Board Meeting was canceled during the July 18, 2023 meeting.

October 17, 2023 at 10:00 am

4701 Sisk Road Ste. 201

Modesto, Ca 95356



DATE: October 17, 2023
TO: MOVE Board of Directors
FROM: Phil McGuire, CEO
RE: Authorizing Resolution – 5310 Grant **Agenda Item: 4B**

Discussion:

The Caltrans 5310 program application requires an Authorizing resolution for each grant submitted. On August 30, 2023, MOVE submitted applications for both of the two components of available 5310 funds. These two components are: 1) Traditional funds: these are for equipment for human service transportation, typically new vehicles, and 2) Expanded funds: these are funds that are provided to cover operating expenses. A total of \$915,000 in funds were available to Stanislaus County for the two-year period of this grant cycle. In order to apply for expanded funds in the county, applications for traditional must be submitted for at least 55% of the total available.

The Authorizing Resolution simply authorizes someone (the CEO in this case) to sign documents including the final contract associated with each application. This has been done twice in the past twelve months for different 5310 applications.

Fiscal Impact:

The 5310 grants associated with this action total approximately \$915,000 for a two-year period or approximately \$455,000 for each year. Approximately \$200,000 would be available to supplement the operating budget for each year starting July 1, 2024.

Recommendation:

It is recommended that the Board of Directors approve Resolution 2023-04 authorizing the Chief Executive Officer to execute all documents associated with the 2023 Cycle for FTA 5310 funds for both Traditional and Expanded projects.

Attachment: Authorizing Resolution for MOVE Stanislaus Transportation.

**MOVE STANISLAUS
TRANSPORTATION
RESOLUTION 2023-04**

**AUTHORIZING THE CEO TO EXECUTE THE 5310 TRANSIT GRANT
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, MOVE Stanislaus Transportation is the designated CTSA for the Stanislaus region; and

WHEREAS, as the designated CTSA, MOVE is eligible for assistance under FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities; and

WHEREAS, the California Department of Transportation is the State agency authorized to evaluate and submit to the Federal Transit Administration grant requests from private nonprofit corporations for assistance in providing transportation services meeting the special needs of seniors and/or persons with disabilities, for whom mass transportation services are otherwise unavailable, insufficient or inappropriate; and

WHEREAS, MOVE has applied for five Traditional projects and one Expanded project through the 5310 Transit Grant Agreement with the Department of Transportation; the projects will provide MOVE with 5310 funds to purchase five vehicles (three for replacement of existing vehicles; two for service expansion) and for operating funds .

NOW, THEREFORE BE IT RESOLVED that the 5310 Transit Grant Agreement with the Department of Transportation is hereby adopted.

BE IT FURTHER RESOLVED that the Chief Executive Officer is authorized to execute the 5310 Transit Grant Agreement with the Department of Transportation and to make administrative changes to the agreement, as needed, to ensure that the agreement is implemented in the most efficient and cost-effective manner possible.

The foregoing Resolution was introduced at a regular meeting of the MOVE Stanislaus Transportation Board of Directors on the 17th day of October, 2023. A motion was made and seconded to adopt the foregoing Resolution. Motion carried, and the Resolution was adopted.

MEETING DATE:

October 17, 2023

ATTEST:

PHILIP MCGURIE
CHIEF EXECUTIVE OFFICER

JENNY KENOYER,
CHAIR



DATE: October 17, 2023

TO: MOVE Board of Directors

FROM: Phil McGuire, CEO

RE: Updated Employee Handbook

Agenda Item: 6

Discussion:

An employee handbook is an important tool in managing the MOVE staff. The current Employee Handbook was developed in 2019 and has not been formally updated since then. While it was developed at that time with input from MOVE's outside legal firm, many laws and regulations change over such a long period. Further, there are various updates that are made from time to time either to clarify things for employees or to add benefits or employment terms that are important refinements.

This new version of the Handbook is an updated and edited version built upon the 2019 edition. It has been carefully reviewed by the MOVE management team. It was then sent to MOVE's legal counsel that specializes in employment law. Legal counsel introduced substantial additional edits and refinements to ensure that the Handbook reflects the latest provisions in California labor law. Adoption of this new Handbook will bring MOVE into compliance with many regulations affecting such things as the various types of employee leave. Benefits in this Handbook remain the same as were provided in the previous version.

Fiscal Impact:

The updated Employee Handbook does not have an immediate financial impact on MOVE. Expense-related elements covered by the Handbook were included in the budget that was adopted by the Board for FY 23-24.

Recommendation:

It is recommended that the MOVE Board of Directors adopt the MOVE Stanislaus Transportation Employee Handbook, October 17, 2023.

Attachment: MOVE Stanislaus Transportation Employee Handbook, October 17, 2023.



Move Stanislaus Transportation Employee Handbook

October 17, 2023

4701 Sisk Road Suite #201
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Welcome to MOVE Stanislaus Transportation!

What Is Important to Being A Part of The Team At MOVE Stanislaus Transportation?

We believe in:

Continuous Improvement – Both for our own professional development and for the services we provide our clients, becoming an ever-better version of ourselves is important to the very core of MOVE Stanislaus Transportation.

Rolling Up our Sleeves – No matter your level in the organization, you're willing to dive in headfirst to get work done and support the team. We should all be willing to lend a hand, thus ensuring what needs to be done to achieve success

Transparency – We believe in being honest with our clients and with ourselves. You're willing to be open, trustworthy, and truthful in all company dealings.

Excellence - Our work is our art, and we strive to demonstrate attention to detail, pride, and the highest quality behind every client account and each company project we work on.

Experiences – Learning by experience is the way we grow. We shouldn't be afraid of failure if we're trying, learning, and moving forward. You will push yourself to try new things both personally and professionally, and share lessons learned with your peers.

MOVE Stanislaus Transportation policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification.

This handbook is our attempt to keep you informed of the terms and conditions of your employment. The handbook is not a contract of employment. MOVE reserves the right to revise, add, or delete from this handbook as determined to be in the best interest of the organization.

Section 1. General Employment Policies

1.1. Equal Employment Opportunity. The Company is an equal opportunity employer and complies with all applicable federal, state and local employment practices laws. We will extend equal opportunity to all individuals without regard to race, color, religion, religious creed, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), reproductive health decision-making, gender, gender identity, gender expression, sexual orientation, national origin, ancestry, age (40 and over), physical or mental disability, legally protected medical condition or information (including genetic information), marital status, military status, or veteran status, or any other basis protected by local, state, or federal laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices.

MOVE will conduct a confidential, prompt investigation of all allegations of any violation of this Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action where warranted.

1.2. Employment Authorization Verification New hires will be required to complete Section 1 of federal Form I-9 on their first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services providing identity and employment authorization no later than the third day following the start of employment with MOVE.

1.3. At Will Employment. MOVE Stanislaus Transportation abides by the at-will employment doctrine, which means that both the employer and employees have the right to terminate employment with or without notice and with or without cause, for any reason. No manager or supervisor of MOVE Stanislaus Transportation has the authority to enter into a contract of employment, express or implied, that alters the nature of at-will employment.

1.4. Religious Accommodation The Company is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, interns, or volunteers may request accommodation when their sincerely held religious beliefs require a deviation from MOVE's policies, including, but not limited to, the dress or grooming code, an individual's schedule, basic job duties and other aspects of employment. MOVE will consider religious accommodation requests and will provide reasonable accommodations unless doing so would create an undue hardship.

The employee's requested accommodation will be considered, but MOVE reserves the right to select its own accommodation as permitted by law. At no time will the Company question the validity of a person's belief.

1.5. Policy Against Harassment, Discrimination, and Retaliation.

1.5.1. Purpose of Policy. The Company is committed to providing a workplace free of unlawful harassment, discrimination, and retaliation (collectively "Unlawful Conduct"). This includes Prohibited Conduct based on race, color, religion, religious creed, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), reproductive health decision-making, gender, gender identity, gender expression, sexual orientation, national origin, ancestry, age (40 and over), physical or mental disability, legally protected medical condition or information (including genetic information), marital status, military status, or veteran status, or any other basis protected by local, state, or federal laws.

The Company strongly disapproves of and will not tolerate discrimination, retaliation, and harassment of employees by managers, supervisors, or co-workers. Similarly, the Company will not tolerate Prohibited Conduct by its employees or non-employees with whom the Company employees have a business, service, or professional relationship. The Company also will attempt to protect employees from Prohibited Conduct by non-employees in the workplace.

1.5.2. Definitions.

1.5.2.1. Harassment. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (i) submission to the conduct is made either an explicit or implicit condition of employment; (ii) submission or rejection of the conduct is used as the basis for an employment decision; or (iii) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to violate this policy.

Employees may refer to the California Civil Rights Department's sexual harassment prevention online training course appropriate for their position which can be accessed at <https://calcivilrights.ca.gov/shpt>.

1.5.2.2. Discrimination. Discrimination (when based on the employee's protected status as noted above) includes refusing to hire or employ a person or to refuse to select the person for a training program leading to employment or to bar or discharge a person from employment or from a training program leading to employment or to discriminate against the person in compensation or in terms, conditions, or privileges of employment (i.e. benefits, promotions, transfers, disciplinary action, etc.).

1.5.2.3. Retaliation. Retaliation includes the discharge, expulsion or other discrimination against any person because he or she has opposed any practices prohibited by the California Fair Employment and Housing Act (FEHA) or because the person has filed a complaint, testified, or assisted in any proceeding under FEHA.

1.5.3. Reporting and Investigating Prohibited Conduct. The Company understands that victims of harassment, discrimination, and retaliation are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or in the case of sexual harassment, because it is difficult to discuss sexual matters openly with others. However, no employee should have to endure harassing, discriminatory, or retaliatory conduct, and the Company therefore encourages employees to promptly report any incidents of Prohibited Conduct so that corrective action may be taken. Any incidents of Prohibited Conduct, including work-related Prohibited Conduct by any Company personnel or any other person, should be reported immediately to the Designated Human Resources Representative, who is responsible for investigating harassment complaints. An employee is not required to complain to the Designated Human Resources Representative if that person is the individual who is being complained about but may instead report the Prohibited Conduct to his or her immediate supervisor or any other member of management. Supervisors and managers who receive complaints or who observe Prohibited Conduct should immediately inform the Designated Human Resources Representative or other appropriate company official so that an investigation may be initiated.

Every reported complaint of Prohibited Conduct will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged conduct; interviews of anyone who is alleged to have committed the acts to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Designated Human Resources Representative, or other company official responsible for the investigation, will notify the employee who lodged the complaint of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the Company about discrimination, harassment or retaliation complaints, affected employees may also direct their complaints to the California Civil Rights Department (“CRD”), or, if applicable to the U.S. Equal Employment Opportunity Commission (“EEOC”), which have the authority to conduct investigations of the facts. The deadline for filing complaints with the CRD is three years from the date of the alleged unlawful conduct and the deadline to file complaints with the EEOC is three hundred (300) days from the date of the alleged unlawful conduct. Employees can contact a CRD or EEOC office at the locations listed in the Company’s CRD/EEOC poster or by checking the State Government listings in the local telephone directory.

1.5.4. Corrective Action. The Company will not tolerate retaliation against any employee for making a good faith complaint of Prohibited Conduct or for cooperating in an investigation. If discrimination, harassment, or retaliation is established, the Company will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

1.6. Abusive Conduct Prevention/Anti-Bullying Policy

The Company is committed to providing a safe and respectful working environment that is free from workplace bullying and abusive conduct, even when such conduct does not rise to the level of unlawful discrimination, retaliation, or harassment. MOVE prohibits and will not tolerate any form of workplace bullying by and against employees, supervisors, managers, applicants for employment and other individuals in the workplace. Every employee is responsible for maintaining and contributing to an environment that is free from bullying. All employees (including supervisors and

managers) are expected to conduct themselves in a manner that demonstrates professional conduct and mutual respect for others.

For purposes of this policy abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. However, a single act shall not constitute abusive conduct, unless especially severe and egregious. This description is illustrative only and not exhaustive. No form of workplace bullying or abusive conduct will be tolerated.

Any employee violating this policy will be subject to disciplinary action, up to and including termination of employment.

Employees who believe that they have been subject to abusive conduct may make a complaint to their own supervisor or any other Company supervisor, the president or the personnel administrator of the Company as soon as possible after the incident, so that an investigation may be conducted.

1.7. Anti-Harassment Training

Every Company employee is required to undergo training regarding the prohibition on harassment, discrimination, retaliation, and abusive conduct within his or her first six months of assumption to a position and at least once every two years thereafter.

Supervisory employees are required to undergo 2-hours of training and all other employees are required to undergo 1-hour of training. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

1.8. Prevention of Workplace Violence

The Company recognizes that workplace violence is a concern among employers and employees across the country. The Company is committed to providing a safe, violence-free workplace. In this regard, the Company strictly prohibits employees, consultants, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. Moreover, the Company seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The Company believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the Personnel Department for responding to any situation that presents the possibility of violence.

Workplace Violence Defined. Workplace violence includes, but is not limited to, the following:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;
- Defacing Company property or causing physical damage to the facilities; or
- With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, in Company parking lots, or while conducting Company business.

Reporting. If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Personnel Department immediately.

Further, employees should notify the Personnel Department if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation. The Company may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Company will not tolerate retaliation against any employee who reports workplace violence.

Corrective Action and Discipline. If the Company determines that workplace violence has occurred, the Company will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Company may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Company may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

1.9. Drug Free Workplace.

1.9.1. Purpose of Guideline. It is the intent of the Company to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Company has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each employee must abide by this Guideline.

1.9.2. Definitions.

1.9.2.1. Illegal Drugs or Other Controlled Substances. "*Illegal drugs or other controlled substances*" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

1.9.2.2. Legal Drugs. "*Legal drug*" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

1.9.2.3. Abuse of Any Legal Drug. "*Abuse of any legal drug*" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

1.9.2.4. Possession. "*Possession*" means that an employee has the substance on his or her person or otherwise under his or her control.

1.9.3. Prohibited Conduct.

1.9.3.1. Scope. The prohibitions of this section apply whenever the interests of the Company may be adversely affected, including any time an employee is:

- (a) On Company premises;
- (b) Conducting or performing Company business, regardless of location;

- (c) Operating or responsible for the operation, custody, or care of Company equipment or other property; or
- (d) Responsible for the safety of others in connection with, or while performing, Company-related business.

1.9.3.2. Alcohol. The following acts are prohibited and will subject an employee to discharge:

- (a) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- (b) Being under the influence of alcohol.

1.9.3.3. Illegal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (a) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- (b) Being under the influence of any illegal drug or other controlled substance.

Note re: Cannabis/Marijuana. Despite any change in state law, marijuana remains an “illegal drug” under federal law and this policy. However, effective January 1, 2024, the Company will not discriminate, discipline, terminate, or otherwise penalize anyone for the use of cannabis off the job and away from the workplace. In addition, an employee or job applicant will not be subject to discipline or other penalties if a drug-screening indicates the presence of non-psychoactive cannabis metabolites (e.g. CBD products) in their hair, blood, urine or other bodily fluids, unless state or federal law requires such testing, for example as a condition of receiving federal funds or entering into a federal contract. As stated above, the use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of cannabis/marijuana, or being under the influence of, or impaired by, the use of cannabis/marijuana while on the job is still prohibited.

1.9.3.4. Legal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (a) The abuse of any legal drug;
- (b) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- (c) Working while impaired by the use of a legal drug whenever such impairment might:
 - (i) Endanger the safety of the employee or some other person;

- (ii) Pose a risk of significant damage to Company property or equipment; or
- (iii) Substantially interfere with the employee's job performance or the efficient operation of the Company's business or equipment.

1.9.4. Disciplinary Action.

1.9.4.1. Discharge for Violation of Guideline. A first violation of this Guideline will result in immediate discharge whenever the prohibited conduct:

- (a) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;
- (b) Resulted in significant damage to Company property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- (c) Involved the sale or manufacture of illegal drugs or other controlled substances;
- (d) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol;
- (e) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or
- (f) Involved the failure of an employee to report a criminal conviction, as required below.

1.9.4.2. Discretion Not to Discharge. In circumstances other than those described in Paragraph 1.4.4.1, above, the Company, in the discretion of management, may choose not to discharge an employee for a first violation of this guideline if the employee satisfactorily participates in and completes an approved drug or alcohol abuse 'assistance' or rehabilitation program when recommended by the Company.

1.9.4.3. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event will be deemed to have violated this Guideline.

1.9.4.4. Written Warning. An employee who is not discharged for a first violation of this Guideline will receive a final written warning.

1.9.4.5. Effect of Second Violation. A second violation of this Guideline at any time will result in immediate discharge.

1.9.4.6. Effect of Discharge on Eligibility for Rehire. Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the Company.

1.9.5. Criminal Convictions. Employees must notify the Company of any conviction under a criminal drug statute for a violation occurring in the

workplace or during any Company-related activity or event. Employees must notify the Company within five days after any such conviction. When required by federal law, the Company will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

1.9.6. Use of Legal Drugs. The Company recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Company property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued PTO time. The employee may also contact the Designated Human Resources Representative to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued PTO time to accommodate absences due to the abuse of legal drugs. Further, nothing in this Guideline is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

1.9.7. Unregulated or Authorized Conduct.

1.9.7.1. Customary Use of Over-the-Counter Drugs. Nothing in this guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this guideline.

1.9.7.2. Off-the-Job Conduct. This guideline is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this guideline.

1.9.7.3. Authorized Use of Alcohol. The Company may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this guideline. However, if employees choose to consume alcohol at such functions, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times.

Section 2. General Office Practices

2.1. Orientation and Training. To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

2.2. Attendance and Punctuality. It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, excessive unexcused absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company. Therefore, frequent unexcused absenteeism or tardiness may result in disciplinary action, up to and including discharge. Absences due to lawfully taken sick leave will not result in discipline under this policy.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible.

2.3. Dress Code and Public Image. As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner.

The current Company dress code is business casual. Please keep in mind, however, that the Company is a professional business office, where clients and others often visit. Generally, clean, neat clothing is acceptable. However, blue jeans, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

2.4. Staff who spend the majority of their working time out of the office, are required to wear MOVE shirts, with dark pants, skirts or jeans. Shirts will be provided to these staff as needed.

2.5. Workspace. Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean and organized.

2.6. Workplace Privacy and Right to Inspect Any Company property including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remain under the control of the Company and are subject to inspection at any time, without notice to employees and without their presence. You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to any personal employee property left on MOVE premises.

2.7. Office Equipment. Certain equipment is assigned to staff depending on the needs of the job, such as laptops, iPads, cellular phones and access to our central computers and servers. The Company expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

2.8. Personnel Records. It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Administrative Manager of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of the CEO.

Personnel files are the property of the Company and may not be removed from the Company's premises without written authorization from the CEO.

Payroll Records. Employees also have the right to inspect, copy, and receive certain Company payroll records regarding their compensation, and deductions from their

compensation, upon reasonable request to the Company. Employees wishing to review or copy payroll records should notify the CEO.

2.9. Internet Access. Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. Personal use of internet should be during breaks and lunchtime. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

The Company email and Internet system is at all times the property of the Company. Accordingly, employees have no reasonable expectation of privacy in any of the Company's technology resources, including computers and email. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

2.10. Email. The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for matters involving your own personal business, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

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

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

2.11. Social Media. The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

2.12. Nonsolicitation/Nondistribution Policy To avoid disruption of business operations, MOVE has implemented a Nonsolicitation/Nondistribution Policy.

For purposes of this policy, “solicitation” includes, but is not limited to, selling items or services, requesting contributions and soliciting or seeking to obtain membership or support for any organization. “Distribution” includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, phones, email, and the internet, any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter. “Work time” includes any time in which either the person doing the soliciting/distribution or the person being solicited or distributed to, is engaged in or required to be performing work tasks. Work time does not include meal breaks and rest periods. “Work areas” includes areas controlled by the employer where employees are performing work, and does not include break rooms or parking lots.

Employees are prohibited from soliciting other staff members or distributing materials during assigned work time. Employees may not distribute materials at any time in work areas. Non-employees are not permitted to solicit or to distribute materials on company premises at any time.

2.13. Telephones. Access to the Company telephone system and cell phones are given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. Personal use of desk and cell phones should be during breaks and lunchtime. This privilege should not be abused and must not affect the employee’s performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company’s mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. This policy does not prohibit employees from using their phones in cases of emergency as permitted by law. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company telephone system and company cell phones are at all times the property of the Company. By accessing the telephone system and cell phones through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephones from time to time to ensure that employees are using the system for its intended purposes.

2.14. Termination, discipline and rules of conduct.

2.14.1. Voluntary Termination. The Company will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- (a) Elects to resign from the Company;
- (b) Fails to return from an approved leave of absence on the date specified by the Company; or
- (c) Fails to report for work without notice to the Company for three (3) consecutive days.

2.14.2. Involuntary Termination. An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the Company's rules of conduct as set forth below. Notwithstanding this list of rules, the Company reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

2.14.3. Discipline and Rules of Conduct. Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Company standards, the Company will endeavor, when it deems appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Company, other employees or customers, may also result in disciplinary action.

2.14.4. Job Performance. Employees may be disciplined for poor job performance, including but not limited to the following:

- (a) Unsatisfactory work quality or quantity;
- (b) Poor attitude (for example, rudeness or lack of cooperation);
- (c) Excessive unexcused absenteeism, tardiness, or abuse of rest break and meal period policies;
- (d) Failure to follow instructions or Company procedures; or
- (e) Failure to follow established safety regulations.

2.14.5. Misconduct. Employees may be disciplined for misconduct, including but not limited to the following:

- (a) Insubordination;
- (b) Dishonesty;
- (c) Theft;
- (d) Discourtesy;
- (e) Misusing or destroying Company property or the property of another on Company premises;
- (f) Violating conflict of interest rules;
- (g) Disclosing or using confidential or proprietary information without authorization;
- (h) Falsifying or altering Company records, including an application for employment;
- (i) Interfering with the work performance of others;
- (j) Altercations;
- (k) Harassing, including sexually harassing, employees or customers;
- (l) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Company property or while conducting Company business;
- (m) Gambling on Company premises or while conducting Company business;
- (n) Sleeping on the job or leaving your work location/work site without authorization;
- (o) Possessing a firearm or other dangerous weapon on Company property or while conducting Company business;
- (p) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Company, its employees, customers, or property; or
- (q) Failing to report to the Company, within five days, any conviction under any criminal drug statute for a violation occurring in the workplace.

2.14.6. Discipline Procedure. Discharge or demotion for poor performance ordinarily will be preceded by an oral warning and a written warning. However, the Company reserves the right to proceed directly to a written warning, demotion or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the Company deems such action appropriate.

2.14.7. Exit Interview. Employees who leave the Company for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their

views regarding their work with the Company, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all Company-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and Handbooks. Arrangements for clearing any outstanding debts with the Company and for receiving final pay also will be made at this time.

2.14.8. Employment At-Will. Nothing in this Guideline is intended to alter the at-will status of employment with the Company. Either you or the Company may terminate the employment relationship at any time with or without cause and with or without prior notice. The Company reserves the right to terminate any employment relationship, to demote, or to otherwise discipline an employee without resort to the above disciplinary procedures.

Section 3. Compensation.

3.1. Exempt vs. Nonexempt Employees. Exempt employees, by definition, are exempt from earning overtime compensation. Nonexempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Overtime pay requirements are set forth below.

3.2. Hours of Work. The work week begins at 12:00 a.m. Monday and ends at 11:59 pm. Sunday. MOVE's office hours are generally Monday through Friday with normal operating hours from 8am-5pm.

3.2.1. Recording Time MOVE is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has accurate records, nonexempt employees are required to record all working time using the timekeeping application MyADP. Employees are expected to clock in/out immediately prior to work and meal breaks, and immediately prior to returning to work or leaving for the day. Employees are prohibited from working "off the clock," meaning working time that is not recorded or submitted for payroll purposes. Any employee who believes that he or she is expected to or has been asked to work without recording their time must immediately report the incident to management.

3.2.2. Rest Periods. The Company authorizes and permits nonexempt employees working at least three and one-half hours in a day to take a ten-minute paid, off-duty rest period for each four hours worked or a major fraction thereof. For example, if a nonexempt employee works six hours, the employee is authorized and permitted to take two separate ten-minute paid rest periods. Employees should take their rest periods in the middle of each work period and not combine them with meal periods or skip them to leave work early.

3.2.3. Meal Periods. The Company provides nonexempt employees who work in excess of five hours in a day a 60 -minute unpaid, off-duty meal period. Employees working a shift of less than six hours can elect to waive their meal period. Generally, the meal period should begin within five hours after starting work, and no later than the end of the fifth hour of work. Employees who find that they are unable to take their meal periods within this time should notify management.

3.2.4. Meal and Rest Periods Are Encouraged. Employees are entitled, encouraged and expected to take all meal periods provided under this policy and not waived, and all rest periods provided under this policy. Employees are free to spend their meal and rest periods as they choose and are not required to remain on the premises or be on-call during these periods. Anyone who

believes he or she was not provided a proper meal or rest period should immediately contact management.

3.3. Overtime. Because of the nature of our business, and if you are a non-exempt employee, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager. However, if a situation arises that requires you to work unplanned overtime and it is not possible to obtain prior approval, please contact management as soon as possible.

All nonexempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed as follows:

- (a) Overtime at the rate of 1-1/2 times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek.
- (b) Overtime at the rate of 1-1/2 times the employee's regular rate of pay for the first four (4) hours worked in excess of eight (8) hours in any one workday, and for the first eight (8) hours on the seventh day of work in any one workweek.
- (c) Overtime at the rate of double the employee's regular rate of pay for all hours worked in excess of twelve (12) in one workday, and for all hours worked in excess of eight (8) on the seventh day of work in one workweek.

Overtime will be computed on actual minutes worked. Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in making overtime calculations.

3.4. Payroll Practices. Employees are paid on a biweekly basis via check or direct deposit. If a payday shall fall on a holiday, the employee will be paid on the business day prior.

3.4.1. Salary Deductions and Withholding. The Company will withhold the following from your paycheck:

3.4.1.1. Taxes. Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

3.4.1.2. Insurance. Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

3.4.1.3. Other Deductions. Other deductions which you authorize in writing.

3.4.1.4. View Paycheck Deductions All paycheck deductions can be viewed or printed through your employee ADP portal, by going to Pay Stubs.

3.4.1.5. Erroneous Deductions In the event of any isolated, inadvertent, or improper deductions, as defined by law if an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

Salary Deductions of Exempt Employees. Exempt employees generally receive their full salary for any workweek in which work is performed. However, by law, exempt employee salaries are subject to certain deductions and the Company may reduce an exempt employee's salary for the following reasons in a workweek in which work was performed:

- Deductions for full-day absences due to personal reasons, including vacation (paid leave may be substituted);
- Deductions for full-day absences for sickness or disability, pursuant to the Company's sick leave policy (paid leave may be substituted);
- Deductions for full-day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others);
- Deductions for Family and Medical Leave absences (full or partial day)(paid leave may be substituted);
- Deductions to offset amounts received as payment for jury and witness fees or military pay;
- Deductions for unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules as set forth in this handbook;
- Deductions for the first or last week of employment when the employee works less than a full week.

Direct Deposit. You may have your paycheck deposited directly into your bank account. Your supervisor or management will provide instructions on how to set up direct deposit.

Section 4. Benefits.

4.1. Eligibility. Full-time employees are eligible to participate in the various insurance programs offered by the Company on their first day of employment. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment.

4.2. Medical (+ Vision) & Dental Insurance. The Company offers medical insurance to all full-time employees. The Company offers medical and dental coverage for eligible employees and their eligible dependents. An employee contribution for coverage will be deducted from your salary based on your benefit selections.

4.3. Open Enrollment. At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The Open Enrollment period allows employees to add to or change their benefits coverage. Applications may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

4.4. Special Enrollment. Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

4.5. Retirement Plan MOVE Stanislaus Transportation uses a Tax-Deferred Annuity Plan or Plans selected by the Board of Directors as a retirement fund vehicle. The annuity is owned by the qualified employee and is non-forfeitable, It, therefore, gives the employee full vesting and 100% portability.

After completion of two (2) years of continuous employment, all regularly scheduled full-time and part-time employees become eligible for a monthly employer-paid contribution as follows:

Years of Continuous Service	Monthly Award
0 years to 1 year & 364 days	0% of pay
2 years to 4 years & 364 days	9% of pay
5 years to 9 years & 364 days	11% of pay
10 years to 14 years & 364 days	13% of pay
Over 15 years	15% of pay

Federal law places a maximum on the total contribution. To the extent that MOVE Stanislaus Transportation’s contribution for any given year does not equal the maximum allowable contribution, employees have the option of personally contributing up to the difference between MOVE Stanislaus Transportation’s contribution and the federally allowed maximum.

Employees who do not qualify for a MOVE Stanislaus Transportation contribution may personally contribute up to the federally allowed maximum. Please see management for more information if you would like to set up an employee contribution.

Section 5. Holidays, Vacation and Other Leaves of Absence

5.1. Holidays. The Company observes the following holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Memorial Day
Juneteenth
July 4th/Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (1/2 day)
Christmas Day

The list above is subject to change. Employees will receive a day off with pay on each holiday.

5.2. Vacation. Full time employees earn vacation time as follows based upon their years of continuous service:

<u>Years of Continuous Service</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0 to 1 year & 364 days	8 hours per month	Max accrual 160 hours
2 to 4 years & 364 days	12 hours per month	Max accrual 240 hours
5 to 9 years & 364 days	14 hours per month	Max accrual 240 hours
Over 10 years	16 hours per month	Max accrual 240 hours

Vacation accrues beginning on the employee's first day of work. Employees may use their vacation at any time after the first 90 days of employment. Part-time, temporary and other non-full time employees are not eligible for vacation.

5.2.1. Maximum Accrual. Vacation accruals may not exceed the amounts stated above. Once this maximum is reached, all further accruals will cease. Vacation accruals will recommence after the employee has used the time and his or her accrued vacation has dropped below the maximum.

5.2.2. Use of Vacation is encouraged. The Company believes that vacation time is valuable for employees in order to enhance their productivity and make their work experience with the Company personally satisfying. Employees are encouraged to use their accrued vacation hours generally within one year following the year in which they accrue.

5.2.3. Accrual During Leaves of Absence. No vacation accrues during an unpaid leave of absence unless otherwise required by law. Vacation accruals recommence when the employee returns to work.

5.2.4. Pay in Lieu. No employee will receive pay in lieu of Vacation except on the termination of his or her employment as described, below.

5.2.5. Pay on Termination. On termination of employment, whether voluntary or involuntary, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his or her termination.

5.2.6. Holidays Occurring During Vacation. If a Company holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday.

5.2.7. Vacation Scheduling/Approval. All vacation requests must be approved in advance. MOVE requires that employees provide at least two weeks' notice prior to their vacation. Requests are to be submitted both via email to your manager for approval, then through your employee ADP portal. Vacation requests may be deferred or denied based on the Company's operation needs. As a small organization we may need to adjust schedules to cover employee absences.

5.3. Paid Sick Leave. In order to help prevent loss of earnings that may be caused by accident or illness, MOVE has established the following paid sick leave policy.

5.3.1. Eligibility. All employees (full time, part-time, temporary) qualify to receive, and use paid sick leave under this policy once they have started their employment and accrued sick leave.

5.3.2. Leave Benefit. Beginning on their first day of employment, employees accrue 8 hours of paid sick leave per month. Paid sick leave not used in a year, carries over from year to year.

5.3.3. Leave Usage. Once sick leave has been accrued, employees may use it for any of the qualifying reasons discussed below. For the purposes of this policy, the leave year is the beginning of the calendar year.

Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee or a “designated person.” A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a “child” means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a “parent” under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee’s legal guardian, a legal guardian of an employee’s spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child. A “designated person” is any individual identified by the employee at the time the employee requests sick leave. MOVE limits an employee to one designated person per-12 month period.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law. Employees using paid sick leave must do so in minimum increments of two hours. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

5.3.4. Compensation for Sick Leave. Paid sick days ordinarily are paid at the employee’s normal rate of pay earned during regular work hours. Accrued, unused paid sick leave is not paid out upon termination or resignation. However, employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire.

5.3.5. Approval. If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

After 2 consecutive days of sick leave, the Company reserves the right to request proof of illness with a signed doctor’s note.

5.4. Floating Holiday. Full time employees earn Floating Holiday as follows:

16 hours on July 1st of each calendar year
16 hours January 1st of each calendar year

5.5. Bereavement Leave. Employees who have been employed for at least 30 days are eligible for bereavement leave upon the death of a family member. A “family member” under this policy is defined as the employee's spouse, registered domestic partner, child (including a biological, adopted, foster, stepchild, legal ward, child-in-law, child of a registered domestic partner, or person to whom the employee stands in loco parentis), parent (including a biological, foster, adoptive parent, step-parent, legal guardian, parent-in-law, or other person who stood in loco parentis to the employee as a child), sibling (including siblings in-law), grandparent, or grandchild.

An employee with such a death in the family may take up to five (5) scheduled workdays off. The five days of bereavement leave do not have to be consecutive, but the leave must be completed within three months of the date of the death of the family member. Employees may use accrued sick leave or vacation, otherwise bereavement leave is unpaid. If an employee requires more than five days off for bereavement leave, the employee must request additional unpaid leave or request the opportunity to use additional accrued sick leave or vacation.

The Company may request that documentation of the death of the family member be provided within 30 days of the date the leave is to begin, which may be in the form of a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

5.6. Family Care and Medical Leave. The Company provides leave under the California Family Rights Act (CFRA), which provides unpaid, job-protected leave to covered employees in certain circumstances. The CFRA applies to private employers of five or more employees.

Eligibility: To be eligible for CFRA leave, employees must have worked for the Company for at least 12 months and have worked at least 1,250 hours in the 12-month period before the date leave begins.

Leave Entitlement: CFRA leave may be up to 12 workweeks in a 12-month period, which is measured forward from the date an employee’s first CFRA leave begins.

Eligible employees may use CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of the employee's child (bonding leave);
- To care for an employee's own serious health condition;
- To care for an employee's spouse, child, domestic partner, parent (including parent-in-law), grandparent, grandchild, or sibling who has serious health condition;
- To care for a "designated person" who has a serious health condition. A designated person is any person related by blood or whose association is the equivalent of a family relationship. Employees may only have one designated person per 12-month period for CFRA leave; or
- A qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, parent (including parent-in-law), in the U.S. Armed Forces.

Substitution of Paid Leave. While CFRA leave is unpaid, employees may choose to substitute accrued and unused vacation or sick leave under certain circumstances. Employees on CFRA leave by also be eligible for benefits administered by the Employment Development Department (EDD).

Pregnancy Disability Leave. Employees who are not eligible for CFRA leave, but who are disabled by pregnancy, childbirth, or a related medical condition, are entitled to take pregnancy disability leave (PDL) of up to four months (the working days an employee would normally work in one-third of a year or 17 1/3 weeks) depending on the period of actual disability. Employees who are eligible for CFRA leave have rights to both PDL and CFRA leave for reasons regarding the birth of a child. Refer to the separate Pregnancy Disability Rights Policy for more details.

Right to Reinstatement. Employees on CFRA leave have a guarantee of reinstatement to the same or a comparable position at the end of the leave, subject to any defense allowed under the law.

Notice of Leave. Employees must provide, if possible, at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, employees must notify the Company, at least verbally, as soon as the employee learns of the need for the leave. When possible, the notice must include the estimated time and duration of the reasonable accommodation, transfer, or leave required.

Failure to comply with these notice requirements is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

Certification of Need for Leave. The Company requires medical certification from a health care provider before allowing leave for an employee's own serious health condition. The Company also requires medical certification from the health care provider of the family member or designated person with a serious health condition before allowing leave for the employee to care for such persons.

Intermittent Leave and Reduced Work Schedule. When medically necessary, leave may be taken intermittently or on a reduced work schedule. If the employee is taking leave for the birth, adoption or placement of a child, the basic minimum duration of leave is two weeks, and the leave must be concluded within one year of the birth, placement or adoption.

Continuation of Benefits. During approved CFRA leave, an employee's health insurance benefits are maintained as if they continue to be actively employed. Employees approved for CFRA leave will be informed in writing of the terms and conditions under which health insurance and other benefits will be continued during their leave.

Return to Work Release. Employees on leave for their own serious health condition will be required to obtain a release to return to work from their healthcare provider that the employee is able to resume work. This is a requirement of all employees returning from other types of medical leave. The employee will not be permitted to resume work until the release is provided.

5.7. Pregnancy-Disability Rights.

5.7.1. Accommodations for Pregnant Employees In accordance with the Pregnant Workers Fairness Act (PWFA) and state law, an employee is entitled to reasonable accommodations for pregnancy, childbirth, or related medical conditions if she so requests and provides the Company with medical certification from her health care provider, unless it would constitute an undue hardship. In addition to other forms of accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or less strenuous duties if she so requests, the transfer request is supported by proper medical certification and the transfer can be accommodated.

5.7.2. Accommodations for Nursing Mothers

As provided by law, any employee who is nursing an infant child is entitled to a reasonable break each time she needs to express her breast milk at a place other than

a bathroom that is in close proximity to the employee's work area, shielded from view, and free from intrusion. As such an employee has the right to request lactation accommodation. This request may be made to the employee's immediate supervisor or another member of management. The Company will respond to the request. If the Company cannot provide break time or a location that complies with lactation accommodation law as required under Labor Code section 1034(d), it shall provide a written response to the employee.

The Company will provide a lactation location that:

- Is safe, clean, and free of hazardous materials, as defined in section 6382 of the Labor Code;
- Contains a surface to place a breast pump and personal items;
- Contains a place to sit; and
- Has 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.

However, if providing a lactation location described above would impose an undue hardship on the Company, MOVE will make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private.

The frequency and duration of such breaks may vary by employee. Lactation breaks are unpaid when the employee is completely relieved of her duties.

The Company will provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If the Company cannot provide a refrigerator, it will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

An employee may file a complaint with the Labor Commissioner for any violation of a right under the laws regarding lactation accommodation under sections 1030 to 1034 of the Labor Code.

5.7.3. Pregnancy Disability Leaves of Absence and Transfers. The Company recognizes that employees may be unable to work for temporary but extended periods of time due to pregnancy, childbirth, or related medical conditions ("Pregnancy-Disability"). Accordingly, for any employee who is disabled on account of pregnancy, childbirth, or related medical conditions, the Company provides Pregnancy-Disability leave for the period of actual disability, up to a maximum of four months. To be clear, Pregnancy-Disability leave is for the period that the employee is actually disabled on account of pregnancy,

childbirth, or related medical conditions and cannot be taken for another purpose such as to care for or bond with a newborn or newly adopted child. Pregnancy-Disability leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

5.7.4. Procedure for Requesting Pregnancy-Disability Leave or Transfer. Whenever possible, an employee should submit a written request for Pregnancy-Disability leave or Pregnancy-Disability transfer to the Designated Human Resources Representative as soon as she is aware of the need for such leave or transfer. If the leave or transfer is foreseeable, the employee must provide 30 calendar days' advance notice to the Company of the need for Pregnancy-Disability leave or transfer. If it is not practicable for the employee to give 30 calendar days' advance notice of the need for leave or transfer, the employee must notify the Company as soon as practicable after she learns of the need for the Pregnancy-Disability leave or transfer.

If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave or transfer, without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for the leave or transfer.

Any request for a Pregnancy-Disability leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy, or to other persons. In the case of a Pregnancy-Disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the period or periods of the need to transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable. Upon expiration of the time period for the leave or transfer estimated by the health care provider, the Company may require the employee to provide another medical certification if additional time is requested for leave or transfer.

5.7.5. Substitution of Paid Leave for Pregnancy-Disability Leave. An employee taking Pregnancy-Disability leave must substitute any accrued sick pay for her leave and may, at her option, substitute any accrued vacation for her leave. Except to the extent that paid leave is substituted for Pregnancy-Disability leave, the Pregnancy-Disability leave will be unpaid. The substitution

of paid leave for Pregnancy-Disability leave does not extend the total duration of the leave to which an employee is entitled.

5.7.6. Leave's Effect on Benefits. Except as stated further below, employees on Pregnancy-Disability leave will accrue employment benefits, including vacation and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

If an employee is taking a Pregnancy-Related Disability leave, employer will maintain and pay for employee's health coverage under a group health plan for the duration of her leave up to a maximum of four months over the course of a 12-month period commencing on the date the Pregnancy-Related Disability leave begins at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The Company reserves the right to recover from employee the premium that the Company paid to continue employee's benefits pursuant to this subsection if the employee fails to return from leave after the period of leave to which the employee is entitled has expired so long as the failure to return is not caused by the employee taking leave under the CFRA or caused by the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability leave or other circumstance that is beyond the control of the employee.

5.7.7. Reinstatement After Pregnancy-Disability Leave or Transfer. Unless the Company and the employee have already agreed upon the employee's return date, an employee who has taken a Pregnancy-Disability leave or transfer must notify the Designated Human Resources Representative at least two business days before her scheduled return to work or, as applicable, transfer back to her former position. An employee who timely returns to work at the expiration of her Pregnancy-Disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law.

Each employee who has taken a Pregnancy-Disability leave or transfer must be released by her doctor to return to work. The release should be in writing and submitted to the Designated Human Resources Representative on or before the employee's return from a Pregnancy-Disability leave or transfer.

5.8. Other Disability Accommodation & Temporary Leave.

In addition to family care, medical, or pregnancy disability leaves described in this handbook, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a

qualified disability under the Fair Employment and Housing Act or Americans with Disabilities Act. Any disability leave taken under this policy will run concurrently with any medical leave the employee is otherwise entitled to.

5.8.1. Duration of Leave.

The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave rights, employees should contact the Designated Human Resources Representative.

If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by state workers' compensation laws. Employees having questions about such rights should contact the Designated Human Resources Representative.

5.8.2. Leave's Effect on Pay and Benefits. An employee taking temporary-disability leave must substitute any accrued vacation for the leave. Except to the extent that paid leave is substituted for temporary-disability leave, the temporary-disability leave will be unpaid.

Group insurance benefits may be continued during the temporary-disability leave period. However, the cost of such coverage, including the Company's premium payment, becomes the responsibility of the employee. The employee and the Designated Human Resources Representative should agree upon a payment schedule before the employee's leave begins.

5.8.3. Procedure for Requesting Disability Leave. Unless the circumstances render it impractical, temporary-disability leave must be approved in advance by the Designated Human Resources Representative. Whenever possible, an employee should submit a written request for disability leave to the Designated Human Resources Representative as soon as the employee is aware of the need for such leave or transfer. Any request for a disability leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if

any, will assist the employee with performing the essential functions of his or her position.

5.8.4. Reinstatement After Temporary-Disability Leave. Each employee who has taken a temporary-disability leave must keep the Designated Human Resources Representative advised of the disability status and must contact the Designated Human Resources Representative at least two weeks prior to the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from temporary-disability leave shall be reinstated in accordance with applicable law and shall be given his or her former position when staffing requirements permit. The Company cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave.

Each employee who has taken temporary-disability leave must be released by a doctor to return to work. The release should be in writing and submitted to the Designated Human Resources Representative on or before the employee's return from temporary-disability leave.

5.9. Military Service Leave. Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Service members must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation or personal leave while performing military duty. When returning from military leave of absence, employees will be reinstated to their previous position or a similar position in accordance with state and federal law. If the employee's military leave is 31-180 days, service members have 14 days after service to contact MOVE and request reemployment. Additional time is allowed if the service member is recovering from an injury.

5.10. Military Spouse Leave. At any time where MOVE has 25 or more employees, qualified employees will be given up to 10 days' unpaid leave during the time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the Company with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to the Company certifying that the military member will be on military leave from deployment.

5.11. Jury Duty. The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status. Employees are expected to report to work each day or portion of a day they are not performing jury duty.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first 5 days of jury duty. If additional time is required, it will be granted, but without pay.

5.12. Appearance as a Witness. An employee called to appear as a witness in judicial proceedings will be granted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses. Employees must provide MOVE with a copy of the subpoena or other order requiring their appearance.

5.13. Voting. The Company encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to

accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shifts. If possible, employees should make their request at least two days in advance of the election. If a conflict cannot be avoided, up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

5.14. Leave to Appear at Child's School and Other Educational/Daycare Purposes. Employees who are parents or guardians of a pupil will be granted time off without pay to appear at their children's school pursuant to a teacher's request under Education Code section 48900.1, if the employee, prior to taking the time off, gives reasonable notice to the employer that he or she is requested to appear in the school.

Further, at any time when MOVE has 25 or more employees, it will provide employees unpaid time off for up to 40 hours per calendar year, but no more than eight hours in a calendar month for the following purposes:

- To participate in the activities of schools or licensed child daycare facilities attended by their children
- To find, enroll, or re-enroll their children in a school or with a licensed child care provider;
- To address a child care provider or school emergency.

Eligible employees include the parents, step-parents, foster parents, grandparents, guardians or persons who stand in loco parentis to a child.

Employees must provide their supervisor with reasonable notice of the planned absence. If both parents of a child are employed by MOVE, the request will be granted to the first parent to provide notice. The request of the second parent will be accommodated if possible.

5.15. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel Leave. Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation for any unpaid portion of leave to perform such emergency duties or training.

5.16. Leave Related to Domestic Violence, Sexual Assault, Stalking, Crimes Involving Physical Injury and Because a Covered Family Member is Deceased due to Crime.

The Company will provide unpaid time off to an employee who has been the victim of domestic violence, sexual assault, stalking, a crime involving physical injury, or because a covered family member is deceased due to crime, in order for the employee to seek any relief to help ensure the health, safety, or welfare of the victim or his or her child, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief.

In addition, at any time that MOVE has 25 or more employees, unpaid time off will be provided for the employee to attend court proceedings, obtain services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs.

MOVE requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide MOVE with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the "Sick Leave" policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation (if available) to such time.

Also, the Company will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the Company, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or workstation, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The Company will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the Company may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the Company may request recertification of

such status. The Company will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee's workplace safety. The Company will notify the employee before such disclosure.

5.17. Crime Victims' Leave. The Company will provide time off without pay to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, 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. The Company requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the Company with a copy of the notice within a reasonable time.

5.18. Leave for Organ and Bone Marrow Donation. At any time that MOVE employes 15 or more persons, it will grant an employee the following leaves of absence:

Bone Marrow Donation: A paid leave of absence of up to five (5) business days in any one-year period for the purpose of donating the employee's bone marrow to another person.

Organ Donation:

- (1) A paid leave of absence of up to 30 business days in any one-year period, for the purpose of the employee donating the employee's organ to another person.
- (2) An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to management that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, or seniority. During any leave taken under this policy, MOVE will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, MOVE will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. MOVE may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

Section 6. Mandatory Arbitration of Disputes.

Employee and MOVE (the “Company”) agree that if there is any dispute, controversy or claim between them regarding any matter arising out of or relating to the employee’s employment relationship with the Company, any such dispute will be submitted to final and binding arbitration.

Mandatory Arbitration. Employee and the Company (collectively the “Parties”) agree that any claim, complaint, or dispute that relates in any way to the Parties’ employment relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, shall be submitted to binding arbitration. All such disputes will be arbitrated in accordance with the rules of the American Arbitration Association. A copy of the applicable arbitration rules will be provided to the employee upon request. The employee agrees that the American Arbitration Association does not have exclusive jurisdiction of any such dispute, and that the parties may employ a private arbitrator utilized the most recently published American Arbitration Association rules to conduct the arbitration. The laws of the State of California shall govern all arbitrations under this agreement. Unless the Company expressly executes a written agreement to the contrary, employee agrees that venue will be proper in Stanislaus County, California.

Covered Claims. This Agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "claims") in a federal, state or local court or agency under applicable federal, state or local laws, arising out of Employee's employment with the Employer and the termination thereof, including claims Employee may have against the Employer or against its officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that the Employer may have against Employee. The claims covered by this Agreement include, but are not limited to, claims for breach of any contract or covenant (express or implied), tort claims, claims for wrongful termination (constructive or actual) in violation of public policy, claims for discrimination or harassment (including, but not limited to, harassment or discrimination based on race, sex, gender, religion, national origin, age, marital status, medical condition, psychological condition, mental condition, disability, or sexual orientation), claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, and Employee Retirement Income Security Act. The parties to this Agreement specifically agree that all claims under the California Labor Code, including, but not limited to, claims for overtime, unpaid wages, and claims involving meal and rest breaks shall be subject to this Arbitration Agreement. ("Covered Claims").

Claims Not Covered. Claims not covered by this Agreement are claims for workers' compensation, unemployment compensation benefits, administrative charges for unfair labor practices brought before the National Labor Relations Board, Excluded Claims (defined below), or any other claims that, as a matter of law, the Parties cannot agree to

arbitrate. Nothing in this Agreement shall be interpreted to mean that employees are precluded from filing complaints with the California Civil Rights Department and/or federal Equal Employment Opportunity Commission and National Labor Relations Board. However, Employee may not pursue court action regarding such administrative complaints, except as permitted by law.

Waiver of Class Action and Representative Action Claims. Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement ("Excluded Claims"), Employee and the Company expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (c) Employee and the Company shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person. To the extent that the Parties' dispute involves both timely filed Excluded Claims and claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

Waiver of Trial by Jury. The Parties understand and fully agree that by entering into this Agreement to arbitrate, they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision except as California law provides for judicial review of arbitration proceedings. The Parties anticipate that by entering into this Agreement, they will gain the benefits of a speedy and less expensive dispute resolution procedure.

Claims Procedure. Arbitration shall be initiated upon the express written notice of either party. The aggrieved party must give written notice of any claim to the other party. Written notice of an Employee's claim shall be mailed by certified or registered mail, return receipt requested, to the Employer's Chief Executive Officer at MOVE, 4701 Sisk Road Suite 201, Modesto, CA, 95356 ("Notice Address"). Written notice of the Employer's claim will be mailed to the last known address of Employee. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. Written notice of arbitration shall be initiated within the same time limitations that California law applies to those claim(s).

Arbitration Fees and Costs. Employer will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorney's fees, filing fees, and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, then the arbitrator will have the discretion award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to who is a prevailing party and/or the reasonableness of any fee or costs shall be resolved by the arbitrator.

Term of Agreement. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement and is signed by [EMPLOYER'S Chief Executive Officer].

Severability. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate.

I have read and understand the above-titled "Mandatory Arbitration of Disputes," in which I have agreed to use arbitration, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

**Section 7. Acknowledgement of Receipt of MOVE Stanislaus
Transportation Employee Handbook [to be signed and returned within
three (3) days of start date]**

I acknowledge that I have received a copy of the MOVE Stanislaus Transportation Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company’s policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee, nor is it intended to create contractual obligations of any kind, express or implied. I understand that, except for the Company’s at-will employment policy, the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I understand and agree that my relationship with the Company is “at-will,” which means that my employment is for no definite period and may be terminated by me or by the Company at any time and for any reason, with or without cause or advance notice. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I expressly agree to the provision titled “Arbitration of Disputes” in the Handbook, in which I have agreed to use arbitration, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Administrative Manager.



DATE: October 17, 2023

TO: MOVE Board of Directors

FROM: Phil McGuire, CEO

RE: Agreement for ADA Eligibility Services

Agenda Item: 7

Discussion:

MOVE has been providing ADA eligibility services for the transit operators in Stanislaus County since 2018. As fixed route transit operators, both StanRTA and the City of Turlock are required to provide ADA paratransit services to eligible individuals. In order to identify who is eligible for such services, the operators are required to have an eligibility process. Both agencies have agreed to contract with MOVE for that service.

With the budget process for this year (FY 23-24) MOVE approached StanCOG and the operators to propose changing the approach to paying for that service. Until this fiscal year, the cost of providing that service was being borne by MOVE out of its TDA allocation in part because MOVE was not applying for all of the funds available to the agency. Beginning this year, that changed. MOVE is applying for and using all available funds. Thus the operators were approached regarding taking over payment to MOVE for the service. All parties agreed to the change. Further, in prior years, a separate agreement had been signed with each operator for those services. This year it was proposed that a single agreement among the three parties be executed.

That agreement is attached. It was fully negotiated between the parties. It required the formal approval of each agency. StanRTA approved the agreement at its Board meeting in August. It is proposed that MOVE approve it at this October meeting. The City of Turlock will approve it in the near future. The agreement goes into effect September 12, 2023, even though formal approval is taking place later. The agreement will be retroactive to that date.

Fiscal Impact:

The result of this agreement is that MOVE will be compensated by the operators according to a process defined in the agreement. Compensation is based upon actual costs and will result in MOVE receiving approximately \$180,000 in the current fiscal year.

Recommendation:

It is recommended that the MOVE Board of Directors approve an agreement between MOVE, StanRTA, and the City of Turlock for ADA paratransit eligibility services effective September 12, 2023.

Attachment: ADA ELIGIBILITY SERVICES AGREEMENT [previously approved by StanRTA]

ADA ELIGIBILITY SERVICES AGREEMENT
between
MOVE STANISLAUS TRANSPORTATION, INC.
and
STANISLAUS REGIONAL TRANSIT AUTHORITY
and
CITY OF TURLOCK

THIS AGREEMENT is made and entered into as of September 12, 2023 (“Effective Date”), by and between MOVE Stanislaus Transportation, Inc., a California Nonprofit Public Benefit Corporation, hereinafter referred to as “MOVE,” and Stanislaus Regional Transit Authority, a California joint powers agency, hereinafter referred to as “STANRTA”, and City of Turlock, a municipal corporation, hereinafter referred to as “CITY.”

WITNESSETH

A. WHEREAS, the Americans with Disabilities Act (“ADA”) requires public transit operators that provide fixed-route service to provide complementary paratransit service to people with disabilities who cannot use the fixed-route service because of a disability; and

B. WHEREAS, the ADA regulations provide three categories of paratransit eligibility, and the eligibility determination process for ADA complementary paratransit is developed by the transit systems in consultation with the local community; and

C. WHEREAS, an ADA Paratransit Eligibility Study for Stanislaus County was completed in February 2016; and

D. WHEREAS, the four transit operators in Stanislaus County in 2016 (City of Modesto/MAX, City of Turlock/Turlock Transit, City of Ceres/CAT, and Stanislaus County/StaRT) agreed to implement a county-wide in-person model for ADA eligibility determination through an agreement with MOVE in February 2020; and

E. WHEREAS, the City of Modesto and County of Stanislaus voted on January 26, 2021, to create the Stanislaus Regional Transit Authority and transfer public transit functions to the StanRTA, effective July 1, 2021; and

F. WHEREAS, the City of Ceres/CAT ceased operation of transit services on June 30, 2020; and

G. WHEREAS, the STANRTA and the CITY desire to rescind all previous agreements between the parties related to eligibility services and enter into an agreement with MOVE effective September 12, 2023; and

H. WHEREAS, the eligibility center in Stanislaus County, referred to hereinafter as the “Stanislaus Eligibility Center”, will be operated by MOVE as the designated Consolidated Transportation Services Agency (“CTSA”) as designated by the Stanislaus Council of Governments (“StanCOG”); and

I. WHEREAS, StanCOG administers and distributes Transportation Development Act (TDA) funds;

J. WHEREAS, MOVE is eligible to claim TDA funds to fund the Stanislaus Eligibility Center; and

K. WHEREAS, STANRTA and CITY are eligible to claim TDA funds to fund the Stanislaus Eligibility Center as a regional project as part of the approved Transit Cost Sharing Procedures (TCSP) unless otherwise limited through amendments to the TCSP or TDA law; and

L. WHEREAS, MOVE, the STANRTA, and the CITY enter into this Agreement, effective September 12, 2023, to document the terms and conditions of use and access to the Stanislaus Eligibility Center and the provision of complementary paratransit services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this Agreement is to set forth the structure for the provision of eligibility services by MOVE on behalf of the STANRTA, and the CITY for the purpose of identifying those individuals who meet the ADA criteria for eligibility for complementary paratransit services in Stanislaus County. All services provided pursuant to this Agreement shall comply with Part 37 of Title 49 of the Code of Federal Regulations.

2. **Term.** Upon the Effective Date, this Agreement shall remain in effect until modified by written agreement of all parties, terminated by one or more parties pursuant to Paragraph 6, restricted by subsequent changes to governing law, or funding sources are no longer available for operation of the Stanislaus Eligibility Center and provision of related services.

3. **Stanislaus Eligibility Center.**

A. The Stanislaus Eligibility Center will be operated by MOVE, funded through the terms of this Agreement with non-federal funding sources, and will implement the process for determining ADA paratransit eligibility on behalf of the transit operators within Stanislaus County.

B. For Fiscal Year 2023-2024, the STANRTA and the CITY will reimburse MOVE for the actual cost of determining ADA paratransit eligibility in proportion to the number of eligibility determinations completed for each operator. The STANRTA and the CITY shall provide MOVE with TDA funding by October 1st 2023, based upon a cost estimate to provide eligibility determination services prepared by MOVE and agreed to by the STANRTA and the CITY. At the end of the fiscal year, the actual costs of providing eligibility determinations, with

sufficient documentation, shall be provided to the STANRTA and the CITY. If actual expenses for services provided by MOVE are determined to be less than the funding provided by the STANRTA and the CITY based on the initial cost estimate, MOVE shall return the overage to the appropriate party by December 31, 2024. If actual expenses for services provided by MOVE are determined to be greater than the funding provided by the STANRTA and the CITY based on the initial cost estimate, MOVE shall utilize funds from its reserves to cover those expenses and then seek reimbursement from the STANRTA and/or the CITY, as appropriate, during the 2024-2025 TDA claim process.

C. As part of the annual TDA claim process, beginning with Fiscal Year 2024-2025 and for subsequent fiscal years, MOVE will submit a valid TDA claim for Regional Funds to StanCOG. If such TDA claim is approved, MOVE shall use such TDA funding for operation of the Stanislaus Eligibility Center. The parties anticipate the Stanislaus Eligibility Center will be fully funded by TDA. If sufficient TDA funding is not available in any given year, the parties will mutually determine and agree upon alternative funding or a modified scope of work to meet funding availability.

D. ADA paratransit eligibility will be determined “in person” which means that each individual requesting an eligibility determination must personally appear at the Stanislaus Eligibility Center, or other locations, mutually approved by STANRTA, CITY, and MOVE. With the approval of the STANRTA CEO and the CITY Transit Manager, the Stanislaus Eligibility Center may opt to modify the process during times of pandemic or disaster or as a result of regulatory change.

E. Recertifications of ADA paratransit eligibility may be determined through an abbreviated or telephonic process if MOVE determines that such a process either benefits or has no negative effect on the applicant.

F. Recertification of eligibility will take place every four years unless any of the parties determine more or less frequent recertification is necessary. Such determinations will be made on a case-by-case basis and sufficient documentation of such determination shall be maintained for the term of this Agreement.

G. STANRTA, the CITY, transit operations agents, or contractors, as may be designated by STANRTA and CITY, will have access to eligibility determinations for individuals who have participated in the eligibility process.

H. All eligibility determinations prepared by MOVE shall be provided to the applicants in writing. Recipients of a determination other than unconditional will be informed of their right to appeal the determination.

4. Obligations of the STANRTA and the CITY.

A. STANRTA and the CITY shall be responsible for meeting ADA transportation service requirements for individuals with disabilities once an ADA eligibility determination has been made. STANRTA and CITY will be responsible for establishing a mechanism for assigning transportation to and from the Stanislaus Eligibility Center or designated assessment center located within either the STANRTA’s or CITY’s transit service

area for in-person evaluations. The cost of such transportation within STANRTA's or CITY's transit service area shall be the sole responsibility of STANRTA or CITY, respectively.

B. STANRTA and the CITY shall, at its own expense, procure and maintain in effect at all times during this Agreement insurance coverage for the operation of and provision of its respective transportation services.

5. Obligations of MOVE.

A. MOVE shall prepare an annual estimate of costs to operate the Stanislaus Eligibility Center during the TDA claim preparation period with StanCOG. The cost estimate will be provided to the STANRTA and the CITY for inclusion in their annual budgets. Any increase or decrease in actual operating expenses from the annual cost estimate will be adjusted in the following year's cost estimate. If any TDA claim filed by MOVE is not approved and other funding is not secured, the parties to this Agreement shall mutually determine and agree upon alternative funding sources to continue operations of the Stanislaus Eligibility Center. If the parties are unable to identify and secure funding to continue operations, this Agreement shall cease and the parties shall have no further obligations to each other under this Agreement.

B. MOVE shall provide in-person ADA paratransit eligibility determination services for STANRTA and CITY in accordance with all federal requirements and the requirements of this Agreement. In the event of a discrepancy between the terms of this Agreement and the federal requirements, the federal requirements shall prevail as they pertain to eligibility determination only.

C. MOVE shall prepare monthly reports identifying the number of eligibility interviews conducted and determinations made for STANRTA and CITY. Reports will be provided to STANRTA, CITY, and StanCOG on a monthly basis.

D. MOVE shall participate in any and all audits or reviews conducted by governmental authorities, or their contractors, on STANRTA or CITY transit operations related to services provided under this Agreement and shall provide access to all relevant documentation or support requested by said governmental authorities, or their contractors.

6. Termination. Any party may terminate this Agreement, upon sixty (60) calendar days' written notice to the other parties. All services provided by MOVE shall cease upon the effective date of termination provided pursuant to this paragraph.

7. Status of the Parties. It is understood by the STANRTA, the CITY, and MOVE that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.

8. Defense and Indemnification.

A. To the extent permitted by law, STANRTA and the CITY shall indemnify, hold harmless and defend MOVE and its officers, employees, agents, representatives, or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses, and

other costs, including litigation costs and attorney's fees, arising out of or resulting from any negligence or wrongful acts of STANRTA or the CITY and its officers, or employees in the performance of this Agreement.

B. STANRTA's and CITY'S obligation to defend, indemnify, and hold MOVE, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirements in this Agreement for STANRTA and CITY to procure and maintain policies of insurance.

C. To the extent permitted by law, MOVE shall indemnify, hold harmless and defend the STANRTA and the CITY and their officers, employees, agents, representatives, or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of or resulting from any negligence or wrongful acts of MOVE and its officers, or employees in the performance of this Agreement.

9. MOVE Property. All eligibility determinations, data, reports, surveys, studies, and other documents and materials prepared by MOVE pursuant to this Agreement shall be retained by MOVE during the term of this Agreement and at the completion or termination of this Agreement in accordance with Section 12, below. STANRTA and CITY may, at any time during the term of the Agreement or upon termination of the Agreement, request, at its sole cost and expense, any documents or data referenced in this Section, in either physical or electronic form.

10. Copyrights. MOVE shall be free to copyright material developed under this Agreement with the provision that MOVE and the funding agencies reserve a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the material for government or public purposes. MOVE and the funding sources shall be credited on all materials developed under this Agreement.

11. Assignment. Neither party shall assign or subcontract this Agreement, or any part thereof without prior written consent of the other party, and any attempt shall be void and unenforceable.

12. Records and Audit. MOVE shall retain and maintain all writings, documents, and records prepared in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of the Agreement or other period required by law. This includes any handwriting, typewriting, printing, photocopying, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

13. Resolution of Conflict. All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State. Any dispute not resolved by informal arbitration between the parties to this agreement may be adjudicated in a court of law under the laws of the State of California.

14. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State, or local statutes, ordinances, or regulations the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

15. Amendment. This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

16. Notices. Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which the STANRTA, the CITY, or MOVE shall be required or may desire to make, shall be in writing and may be personally served, faxed, or sent by prepaid first-class mail to the respective parties as follows:

To MOVE:

MOVE Stanislaus Transportation
4701 Sisk Road, Suite 201
Modesto, CA 95356
Telephone: (209) 672-1143
FAX: (209) 593-0803
Attention: CEO

To STANRTA:

Stanislaus Regional Transit Authority
912 11th Street, Suite 100
Modesto, CA 95354
Telephone: (209) 477-7011
FAX: (209) 477-7011
Attention: CEO
Email: info@stanrta.org

To CITY:

City of Turlock
Attn: City Manager
156 S. Broadway, Suite 230
Turlock, CA 95380
Telephone: (209) 669-2800
Email: transit@turlock.ca.us

17. Entire Agreement. This Agreement contains the entire Agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties hereto. STANRTA, CITY, and MOVE represent that, in entering this Agreement, they have not relied on any previous representations, inducements, or understandings of any kind or nature.

18. Benefit of Agreement. This Agreement shall bind and benefit the parties hereto and their heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto as of the Effective Date.

**MOVE Stanislaus Transportation,
a California Nonprofit Public Benefit
Corporation**

**STANISLAUS REGIONAL TRANSIT
AUTHORITY, a joint powers agency**

Phil McGuire
Its Chief Executive Officer



By: Adam Barth
Its: Chief Executive Officer

Date _____

Date Aug 25, 2023

**CITY OF TURLOCK, a municipal
corporation**

By Reagan M. Wilson
Its City Manager

Date _____






Attachment A - MOVE Services Agreement 091223

Final Audit Report

2023-08-25

Created:	2023-08-25
By:	Dero In (din@stanrta.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoFaDI70xfG7oxFEu5URwwP5HHF_UK69z

"Attachment A - MOVE Services Agreement 091223" History

-  Document created by Dero In (din@stanrta.org)
2023-08-25 - 0:23:53 AM GMT
-  Document emailed to Adam Barth (abarth@stanrta.org) for signature
2023-08-25 - 0:24:29 AM GMT
-  Email viewed by Adam Barth (abarth@stanrta.org)
2023-08-25 - 0:30:59 AM GMT
-  Document e-signed by Adam Barth (abarth@stanrta.org)
Signature Date: 2023-08-25 - 3:40:40 PM GMT - Time Source: server
-  Agreement completed.
2023-08-25 - 3:40:40 PM GMT





DATE: October 17, 2023

TO: MOVE Board of Directors

FROM: Phil McGuire, CEO

RE: MOVE Program Performance Reports

Agenda Item: 9

Discussion:

As reported at previous Board meetings, performance reports for MOVE have been an issue in recent months. The two key areas of concern have been: 1) research indicating that certain of the reports may have had long-standing quality issues and, 2) the need to have performance targets against which to evaluate program performance. A great deal of effort has been devoted to addressing each of these issues.

The data concerns have all be reviewed and several corrections made. Some of this involved the discovery of data calculation errors or lack of updates in some cases dating back more than a year. In others, the review triggered an evaluation of data definitions and the value of certain metrics. All of these items have been resolved. The result is confidence in the data as now reported as well as the agreement among staff regarding the performance targets for program evaluation.

New reports for all of the programs have now been created. In some cases the data fields remain the same. In others, new fields with greater relevance have been added. As these and other metrics are used by staff to evaluate performance, additional measures may be introduced from time to time. This must be an on-going process that is adjusted to circumstances.

Program performance reports will be distributed and discussed at the Board Meeting.

Fiscal Impact:

The new performance reports provide for greatly improved monitoring capability over all programs. This contributes to far greater ability to monitor and evaluate performance which translates directly to financial performance. The management staff is now using the metrics in these reports along with other internal analysis tools to more accurately and consistently monitor performance. The outcome of such evaluation will guide decisions regarding program expansion, direction to staff regarding performance expectations, and adjustment of operating procedures to reflect changing demand patterns.

Recommendation:

This report is for information only.