

**LRN CORPORATION  
RECEIPT & ACKNOWLEDGMENT  
OF EMPLOYEE HANDBOOK**

This Employee Handbook is an important document intended to help you become acquainted with LRN Corporation (“LRN” or “the Company”). This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention and the contents of this Handbook may be changed at any time at the discretion of the Company.

Please read the following statements and indicate your receipt and acknowledgment of the LRN Corp. Employee Handbook.

- \* I have received and read a copy of the LRN Corp. Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time. I understand that this Handbook replaces (supersedes) all other previous employee handbooks and employment-related policies for the Company.
- \* **I understand that I am an “at will” employee, which means that either I or the Company can terminate the employment relationship at any time with or without reason and with or without notice, except as otherwise provided by law.**
- \* I am aware that during the course of my employment, confidential information will be made available to me. I understand that this information is critical to the success of the Company and must not be given out or used outside of the Company's premises or with non-employees. In the event of my termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- \* I understand that all electronic communication systems and all information transmitted by, received from, or stored in these systems are the property of the Company. I also understand that these systems are to be used for job-related purposes and not for personal purposes, and that I have no expectation of privacy in connection with the use of this equipment or with the transmission, receipt, or storage of information in this equipment. I acknowledge and consent to the Company monitoring any use of this equipment at any time at its discretion.
- \* **I understand that this Handbook is provided as an informational guide only and is not to be considered a contract of employment between me and the Company.**

Welcome!

You have just joined an organization dedicated to its mission and to the success of its employees. In its simplest form, our mission is “Inspiring Principled Performance.” That mission starts with our employees and extends to our clients and the world around us. We are very pleased that you are now part of that mission, and we hope that your employment with LRN will be rewarding and challenging.

The animating spirit of the Company and how we run it is for every member of the LRN community to think and act ethically and thoughtfully beyond the “letter” of the Handbook. In essence: HOW you approach your job, your colleagues and the LRN community matters as much as WHAT you do.

LRN believes that ethical and thoughtful behavior necessarily transcends any set of rules or procedures than can effectively be written down. At LRN, how we operate our business, how we make decisions, how we embrace and work with our partners, and how we differentiate ourselves through our products and services, behavior, ideas, and research. It is a mindset for our connection, collaboration, and progress. It helps define how we lead, reward, hire, and relate to others and the world around us, and engender trust in all our relationships.

This Handbook is written as specific guidelines to avoid ambiguity and to adequately meet governmental mandates. However, it must be read in conjunction with LRN’s Code of Conduct, which provides critical philosophical context to the policies contained herein. The documents work together to form the backbone of a great Company, and a great experience for all of our employees, clients, partners, and vendors.

Please take the time now to read this Handbook carefully. Sign the acknowledgment to show that you have read, understood, and agree to the contents of this Handbook, which sets out the basic rules and guidelines concerning your employment.

If you have questions about your employment or any provisions in this Handbook, contact the People & Culture Team. We wish you success in your employment here at LRN!

All the best,

A handwritten signature in black ink, appearing to read "Kevin Michielsen", with a stylized flourish at the end.

Kevin Michielsen, CEO

**LRN CORPORATION (US)**  
**EMPLOYEE**  
**HANDBOOK**  
**(2022)**

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### **A. Summary of this Handbook**

This Handbook is a general summary of the policies and employee benefits available to employees of LRN Corporation (referred to throughout this Handbook as “LRN” or “LRN Corp.” or the “Company”). The procedures and policies in this Handbook and any applicable State Supplement or other Supplement are designed to manage expectations, establish efficient procedures, and provide transparency in your relationship with the Company and your colleagues. The Handbook is provided for your use as a reference guide and not a contract. The Company, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Handbook at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. No one other than the CEO of the Company may alter or modify any of the policies in this Handbook and even then such modification must be in writing and signed by the CEO. No statement or promise by a manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

This Handbook replaces (supersedes) any previous employee handbooks, manuals, or policy statements for the Company.

Nothing in this Handbook is intended to preclude or dissuade you from engaging in activities protected by federal or state law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of your own choosing, raising complaints about working conditions for you and your fellow employees’ mutual aid or protection, or any legally protected activities.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

### **B. At Will Employment**

LRN’s employees are “at will,” which means that such employees or the Company can terminate the employment relationship at any time, with or without cause, and with or without notice, except as otherwise provided by law. This at-will relationship cannot be altered unless expressed in writing, with the understanding specifically set forth and signed by the Company.

### **C. About the Company**

LRN offers education, tools, and advisory services to help organizations develop values-based cultures and leadership, strengthen ethics and compliance efforts, and inspire principled performance. Founded in 1994, LRN is a global company that has educated more than 20 million employees and has worked with more than 700 companies in 100 countries worldwide.



LRN's work is grounded in HOW®, a philosophical framework for individual and organizational behavior in a world that is increasingly complex and interdependent.

#### **D. Relationship with Business Conduct & Ethics Policy**

LRN's ethical and thoughtful approach to business and our community is embodied in its Business Conduct & Ethics Policy, which you must separately acknowledge, and which should be read in conjunction with this Handbook. As set forth in the Code of Conduct, LRN will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

Violation of the Business Conduct & Ethics Policy can result in discipline, up to and including termination of employment. The degree of discipline imposed is at the sole discretion of LRN and may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

#### **E. Mission Statement**

Inspiring people to do the right thing is the essence of principled performance. It is about inspired rather than required behavior—living principles beyond following rules. It is about doing the next right thing and not just the next thing right. Ultimately, principled performance leads to healthier, profitable organizations.

Dov Seidman, LRN's Founder, founded the Company with a powerful vision that the world would be a better place if more people did the right thing. From that basic notion, LRN has grown into a successful business that has helped to shape the way millions of employees behave and interact across the globe.

LRN's overall approach recognizes the inherent limitations of rules and regulations in influencing behaviors. In our view, focusing on actions that help build and maintain a values-based culture will mean more compliance and reduced costs as a result of tangible and sustainable behavioral change.

## **I. ANTI-DISCRIMINATION AND EEO POLICY/ ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

The Company is committed to providing a work environment free of harassment and discrimination that supports individual dignity and respect. Accordingly, the Company maintains a strict policy prohibiting sexual harassment, unlawful harassment, and any type of discriminatory treatment because of any “protected characteristic”. *Protected Characteristics include: sex, race, religion, creed, color, national origin, ancestry, physical or mental handicap or disability, medical condition, pregnancy, marital status, an employee or dependent’s sexual and reproductive health decisions, domestic partner or civil union status, sexual orientation, gender identity or expression, predisposing genetic characteristic, genetic information, familial status, caregiver status, veteran’s status, alienage or citizenship status, age, status as a victim of domestic violence, sex offenses or stalking, arrest or conviction record, credit history unemployed status, or any other basis made unlawful by federal, state or local law or ordinance or regulation. Such harassment and discrimination are unlawful and shall not be tolerated.*

This policy applies to all persons involved in the Company operations and affairs, regardless of immigration status, and prohibits unlawful harassment or discrimination by or against any, employee, independent contractor, vendor, visitor, or client of the Company. Unlawful harassment and discrimination is prohibited at the workplace, at employer-sponsored events, anywhere that work-related functions are performed such as client sites and travel for business, and on social media or through video calls, chats, emails and/or texts.

### **Anti-Discrimination/Equal Employment Opportunity**

The Company will provide equal employment opportunity without regard to any of the above Protected Characteristics. Discrimination occurs when an employment decision is made, or an employment action is taken, on the basis of any of the above Protected Characteristics.

This policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

The Company complies with all the relevant and applicable provisions of the Americans with Disabilities Act, the New York State Human Rights Law and New York City Human Rights Law, including the ban on salary history inquiries, and all other federal, state and local anti-discrimination laws. The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Company also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities as required by law provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not pose an undue hardship. This policy is not intended to afford employees with any greater rights than those which already exist under state and federal law.

Any employees, including managers, involved in discriminatory practices will be subject to discipline, up to and including immediate termination.

#### **A. Definition of Harassment**

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment, as one example of prohibited workplace harassment, is defined as any sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, because of an individual's sex, gender, sexual orientation, gender identity, self-identified or perceived sex, gender expression, and the status of being transgender when:

1. *submission to such conduct is an explicit or implicit condition of employment;*
2. *submission to or rejection of such conduct is used as the basis for employment decisions; or*
3. *such conduct has the purpose or effect of:*
  - *unreasonably interfering with an individual's work performance, or*
  - *creating an intimidating, hostile or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment.*

Sexual harassment includes harassment based on sex regardless of the individual's sex, gender, gender identity or sexual orientation.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwelcome verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Other prohibited forms of harassment include conduct which is related to any of the above Protected Characteristics, which has the purpose or effect of:

- *unreasonably interfering with an individual's work performance, or*
- *creating an intimidating, hostile or offensive work environment.*

## **B. Examples of Sexual Harassment and Other Prohibited Conduct**

The following are examples of harassment prohibited by this policy:

- Unwelcome sexual advances or propositions, or repeated unwelcome flirtations, such as:
  - Requests for sexual favors accompanied by implied or overt threats concerning the victim's job performance evaluation, a promotion or other job benefits or detriments; and
  - Subtle or obvious pressure for unwelcome dates or sexual activities.
- Physical contact of a sexual nature, such as:
  - Touching, patting, kissing, hugging, pinching, grabbing or brushing against another person's body, or poking another employee's body; and
  - Rape, sexual battery, molestation or attempts to commit these assaults.
- Whistling, staring or leering at another person.
- Questions or comments about another person's sexual activities, dating, personal or intimate relationships, or appearance.
- Conduct or remarks that are sexually suggestive, sexually oriented, or that demean or show hostility to a person because of that person's sexuality or sexual experience or other Protected Characteristic, including jokes, pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, and other negative stereotyping, which create a hostile work environment.
- Addressing an individual with a term of endearment, nickname, or derogatory term on account of that individual's Protected Characteristic.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory display or circulation of publications anywhere in any form in the workplace, such as displaying pictures, posters, videos, objects, or written materials (including graffiti, cartoons, photographs, pinups, calendars, magazines, figurines, novelty items, promotional materials, reading materials, or other materials) that are sexually suggestive, explicit, pornographic, or that demean or show hostility to a person because of that person's Protected Characteristic. This includes sexual displays on workplace computers, cell phones, or tablets, and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, or any Protected Characteristic, such as:

- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Sabotaging an individual's work; and
  - Bullying, yelling, name-calling.
- Notes, e-mails or voice mail, or such communications containing stereotypical or derogatory comments or characterizations regarding a person's Protected Characteristic.

*This contains only **examples** of prohibited conduct and does not purport to be all-inclusive.*

### **C. Responsibilities**

The Company will make every reasonable effort to ensure that our workplace is free from prohibited harassment and discrimination and will take appropriate corrective actions in instances where it learns such conduct has occurred. For the Company to fulfill its obligations, all employees have responsibilities.

Management will:

- *Assure employees that all forms of unlawful harassment and discrimination are expressly prohibited;*
- *Avoid engaging in the Prohibited Conduct detailed above;*
- *Avoid prohibited discrimination by making all decisions without regard to any Protected Characteristic; and*
- *Promptly and thoroughly investigate and take corrective action to stop any prohibited conduct.*

Employees will:

- *Avoid engaging in the Prohibited Conduct detailed above; and*
- *Inform the Chief Human Resources Officer of any known instance of harassment or discrimination so that the Company may promptly and thoroughly conduct an investigation. All reports of suspected harassment and/or discrimination should immediately be reported in accordance with the Complaint Procedure set forth in this policy.*

#### **D. Complaint Procedure - Internal**

The Company relies on and expects prompt reporting of all incidents of harassment or discrimination. If you believe that you have been subjected to such behavior, or if you have observed such behavior, you should *promptly* report the incident to Margaret Sweeney, Chief Human Resource Officer at (212) 920-9169 or [margaret.sweeney@lrn.com](mailto:margaret.sweeney@lrn.com), or to any member of the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com), or to another member of management. Additionally, any manager who observes harassing or discriminatory conduct must report the conduct to the Chief Human Resources Officer. A standard complaint form that may be used for reporting harassment or discrimination is included as **Exhibit A**.

The Company will promptly and thoroughly investigate every claim fairly and impartially, and any information or knowledge of, suspected harassment and discrimination which may violate this policy, whether the information is submitted in verbal or written form. The Company will also take corrective action to stop any conduct that it determines to be in violation of this policy. All employees, including managers, are required to cooperate with any internal investigation of harassment or discrimination, and if they fail to do so are subject to discipline, up to and including termination.

Because of the sensitive nature of such allegations, investigations to gather all of the facts will be conducted with particular care and will remain confidential to the extent possible and in accordance with applicable law. Although the Company cannot guarantee confidentiality, only individuals with a need to know will be privy to any particular matter.

In that regard, the Company has a compelling interest in protecting the integrity of its investigations. The Company has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Company may decide in some circumstances that in order to achieve these objectives, employees must keep confidential the investigation itself and their role in it. If the Company reasonably imposes such a requirement and employees do not maintain confidentiality, employees may be subject to disciplinary action up to and including immediate termination.

All investigations will differ due to the varying nature of the allegations and the individuals involved. However, typical investigations will be conducted by the People & Culture team and may include discussions with the parties involved, including any relevant witnesses, and review of all relevant documents, including all electronic communications.

#### **E. Complaint Procedure- External**

Harassment and discrimination is not only prohibited by the Company, but is also prohibited by federal, state, and, where applicable, local law.

Aside from the internal process at the Company, employees may also choose to pursue legal remedies with the following governmental entities at any time.

**New York State Division of Human Rights (“DHR”) (New York State employees only):** The New York Human Rights Law (“NYHRL”), codified as N.Y. Executive Law art. 15, § 290 et seq., applies to employers in New York State with regard to harassment or discrimination based on any Protected Characteristic and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the NYHRL may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment (three years effective August 12, 2020). If an individual did not file at DHR, they can sue directly in state court under the NYHRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a NYHRL complaint in state court.

Complaining internally to the Company does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney’s fees and civil fines.

**United States Equal Employment Opportunity Commission (EEOC):** The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

An employee alleging discrimination at work can file a “Charge of Discrimination.” If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

**Local Protections:** Many localities enforce laws protecting individuals from harassment or discrimination. An individual should contact the county, city or town in which they live to find

out if such a law exists. For example, employees who work in New York City may file complaints of harassment or discrimination with the New York City Commission on Human Rights.

Contact the Police Department: If the harassment involves unwelcome physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime and employees may contact the local police department.

#### **F. Disciplinary Procedure**

In the event the Company determines, in its sole discretion, that one of its employees, vendors, visitors, clients, or other individuals have engaged in conduct that violates this policy, the Company, based upon a totality of the circumstances and an overall assessment of the seriousness of the violation, will take the action it deems in its discretion to be appropriate to ensure that harassment or discrimination does not recur, including, but not limited to: oral or written counseling, written warning, referral to specialized counseling, disciplinary suspension, transfer, probation, or termination.

Sexual harassment is offensive, is a violation of Company policy, and subjects the Company to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.

#### **G. No Retaliation**

Unlawful retaliation consists of adverse employment actions against an employee in response to engaging in a protected act, such as reporting a complaint of harassment or participating in an investigation. Such retaliation is unlawful under federal, state, and (where applicable) local law. Retaliation in any form against the following individuals is unlawful, is strictly prohibited, and will itself be cause for appropriate disciplinary action, including termination:

- a complainant who exercises his or her right to make a complaint under this policy,
- a witness who participates in an investigation, or who testifies or assists in any proceeding under the NYHRL or other anti-discrimination law,
- a person who opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a manager of harassment,
- a person who has reported that another employee has been sexually harassed, or
- a person that encouraged a fellow employee to report harassment.

The Company does not tolerate such retaliation against anyone who, in good faith complains or provides information about suspected unlawful harassment or discrimination. However, this retaliation provision does not protect persons making intentionally false charges of harassment or discrimination. Failure to participate fully and truthfully in the investigation also can result in disciplinary action, including termination.



Any employee with a question about this policy should contact Margaret Sweeney, CHRO at [Margaret.Sweeney@LRN.com](mailto:Margaret.Sweeney@LRN.com) or the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com).

## **II. EMPLOYMENT CLASSIFICATIONS**

At the time of hire, employees are generally classified as regular full-time, regular part-time or temporary and are also told whether they qualify for overtime pay. All policies described in this Handbook and communicated by the Company apply to all employees, unless otherwise specified. If you are unsure of which job classification your position fits into, please ask your manager.

### **A. Regular Full-Time Employees**

An employee who is regularly scheduled to work at least thirty (30) hours per week, exclusive of a one half (1/2) hour meal period is considered a regular full-time employee.

### **B. Regular Part-Time Employees**

An employee who is regularly scheduled to work less than a regular thirty (30) hours per work week, exclusive of a one half (1/2) hour meal period is considered a regular part-time employee. If you are a regular part-time employee, please understand that you are not eligible for benefits described in this Handbook except as specified herein, or to the extent required by provision of state and federal laws, e.g., workers' compensation payments.

### **C. Temporary Employees**

An employee who the Company hires for a specified or approximated period of time or for the completion of a specific project is considered a temporary employee. Such employee's job assignment, work schedule and duration of the position will be determined on an individual basis. Temporary employees may be hired on a full-time or part-time basis. If you are a temporary employee, please understand that you are not eligible for benefits described in this Handbook except as specified herein, or to the extent required by provision of state and federal laws, e.g., workers' compensation payments.

### **D. Per Diem Employees**

Per diem employees are those employees who are scheduled to work on a day-to-day basis according to the Company's needs and the individual's availability. Per diem employees are not eligible for any benefits except as required by law.

### **E. Introductory Period**

All employees are required to complete an "introductory period" for the first ninety (90) days of their employment. The introductory period is designed to give the employee time to become

familiar with LRN and learn the position, and to give the manager time to evaluate the employee's potential and performance. During the introductory period, the employee will be required to complete a set of courses of general application through our online learning management system, as well. Job specific training, in most cases, and for most departments, will be done on an individual basis by the department manager. The introductory period may be extended to give the employee an opportunity to target concerns about his/her job performance. The introductory period does not affect an employee's entitlement to benefits or alter the at-will employment relationship between the employee and the Company.

**F. "NonExempt" and "Exempt" Employees**

At the time you are hired, you will be classified as either "exempt" or "nonexempt." Employees in certain types of "non-exempt" positions are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. Employees who are entitled to overtime are referred to as "non-exempt" in this Handbook. Employees who are not entitled to overtime are referred to as "exempt" in this Handbook. Employees in "exempt" positions are generally expected to work whatever hours are necessary to accomplish the goals and deliverables of their position. Your classification as either "exempt" or "non-exempt" may change if you change job responsibilities or are promoted.

### **III. GENERAL EMPLOYMENT POLICIES**

#### **A. Pregnancy Accommodation**

LRN will adhere to all federal, state, and local requirements regarding the reasonable accommodation of pregnant employees. For New York City employees, the Company will provide reasonable accommodations to pregnant employees and those who suffer medical conditions related to pregnancy and childbirth, so long as such accommodations do not cause undue hardship to the Company. Such reasonable accommodations may include bathroom breaks, leave for a period of disability arising from childbirth, breaks to facilitate increased water intake, periodic rest for those who stand for long periods of time, and assistance with manual labor, among other things. Please advise the People & Culture Team if you would like to request one or more accommodations pursuant to this policy.

#### **B. Pay Transparency Nondiscrimination**

The Company will comply with the New York City pay transparency law and all other state or local pay transparency laws with regard to job, promotion, and transfer opportunities.

#### **C. Transgender Individuals**

The Company complies with Title VII of the Civil Rights Act of 1964, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to all individuals, regardless of their sex, sexual orientation, gender, gender identity, and/ or gender expression. The Company is committed to accommodating its employees regarding their: i) privacy and right to discuss their gender identity or expression openly, ii) bathroom access, iii) dress code, iv) benefits, and v) transitioning during employment.

The needs of each transgender or gender non-conforming employee will be assessed on an individualized case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and support of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee by providing a work environment of respect, trust, and collaboration.

Employees who are considering publicly changing their gender presentation or their gender expression and who need support from the company should notify Margaret Sweeney, CHRO at [Margaret.Sweeney@LRN.com](mailto:Margaret.Sweeney@LRN.com) or the People & Culture Team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com), who will assist in putting together a workplace transition plan that is based on the individual needs of the employee. An employee's transition will be treated as confidential and disclosed only on a need-to-know basis.

**D. Personnel Records**

Keeping your personnel file up to date can be important to you with regard to pay, deductions, benefits and other matters. Coverage or benefits that you and your family may receive under the Company's benefits package could be negatively affected if the information in your personnel file is incorrect. Therefore, if you have a change in any of the following items, please be sure to notify People & Culture at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents (if necessary for insurance purposes)
6. Marital status (only if necessary for insurance purposes)
7. Change of beneficiary (if necessary for insurance purposes)
8. Military or draft status.
9. Exemptions on your W-4 tax form

Any employee medical records will be kept confidential and separate from your personnel file.

**E. Dress Code**

Your personal appearance reflects on the reputation, integrity, and public image of LRN. All employees are expected to maintain high standards of neat dress and cleanliness. At all times, including when working remotely and on video calls, your dress and general appearance should be consistent with a professional atmosphere, keeping in mind the impression made on clients, visitors and other employees. The dress code may change depending upon activities, weather, and special occasions, at the Company's sole discretion, and the Company will advise on any deviation from this policy.

If any questions regarding the dress code should arise, the Company, in its sole discretion, will make the final decision on the appropriateness of a specific item of dress.

When required by law, reasonable accommodations to this policy may be made to a person on the basis of his/her disability and/or religious preference. In addition, the Company may make exceptions to this policy when required by applicable law.

Failure to follow this policy will result in disciplinary action, up to and including termination of employment.

**F. Proof of U.S. Citizenship and/or Right to Work**

Federal regulations require that 1) all individuals who are hired complete and sign the Federal Form I-9, Employment Eligibility Verification Form; and 2) all individuals who are hired need to present documents of identity and eligibility to work in the U.S. Therefore, as a condition of employment, each new employee must complete the Federal Form I-9 no later than the first day of employment and must present acceptable documents authorized by USCIS proving identity and employment authorization no later than the third day after starting employment with LRN. If an employee is currently employed and have not complied with this requirement or if their status changes, they must immediately inform their manager. Employees who may be authorized to work in this country for a limited period of time will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

**G. Tape Recording Policy**

It is a violation of the Company's policy to record conversations with co-workers, clients, visitors and/or management with a recording device without express mutual consent. Violation of this policy will result in disciplinary action, up to and including immediate termination. This policy does not apply to the Company's recording of virtual meetings or presentations on platforms such as Zoom and Microsoft Teams, so long as all attendees are given notice in the meeting invite and/or at the start of the meeting that the meeting is being recorded, and their attendance at such meetings shall constitute consent to such recording.

**H. Personal Property**

The Company cannot guarantee the safety of personal property left unattended on Company premises or Company-sponsored events and will not accept responsibility for lost or stolen property.

**I. Visitors**

Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Accordingly, authorized visitors must be escorted to their destination. You are responsible for the conduct and safety of their personal or professional visitors.

If an unauthorized individual is observed on LRN's premises, you should immediately notify management of the intruder for follow up.

If you are expecting visitors, please request prior approval from your manager.

**J. Employment of Relatives**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, confidentiality, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or, if necessary, termination from employment.

**K. Client and Visitor Relations**

LRN strives to provide the best products and services possible to our clients. Our clients support this business and generate your wages. You are expected to treat every client or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a client or visitor during your working time. If you are having problems with a client, or visitor, notify your manager immediately. If a client or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your manager or a member of management immediately. Lastly, make every effort to be prompt in following up on client, or visitor orders or questions. Positive client and visitor relations will go a long way to establishing our Company as a leader in its field.

## **IV. BUSINESS EXPENSE POLICY**

### **A. Introduction**

The purpose of this policy is to define approved business travel and business entertainment expenses and the authority for incurring and approving such expenses at LRN. Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved LRN business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your manager has been received. Business entertainment refers to dining and events conducted in furtherance of LRN's objectives either with other employees of LRN or third parties such as potential or existing vendors, clients, or strategic partners. General guidelines for when and what business entertainment expenses are appropriate should be generally understood between you and your manager. When in doubt, ask before you spend!

### **B. Principles**

Our Principles make clear that we are collectively responsible as a community of colleagues to ensure that our business remains healthy, vibrant, growing, and sustainable. That responsibility includes managing our money in a careful and responsible manner. Colleagues should rely on collaboration, transparency, and trust as governors of good behavior.

In applying our principles there is no substitute for good judgment. Each colleague has a responsibility to spend company money wisely.

A colleague who plans to spend LRN's money should first ask themselves the following questions:

- Is this a proper use of LRN's money?
- If the details of this expense were shared with all my colleagues, would I feel justified in having incurred it?
- Am I spending LRN's money on this occasion as carefully as if it were my own?

*If the answer to any of these questions is "no" or if you are unsure of the response to any of these questions, you should check with your manager before incurring the expense.*

### **C. Guidelines**

The following guidelines are intended to respect applicable law, optimize company funds in support of our mission, and promote fairness, equity, and consistency throughout LRN. Below you will find some guidelines to help you understand what the Company considers reasonable travel and entertainment expenses.

All expense reports must be submitted within 30 days from the date of the transaction and preferably within the same calendar month that they are incurred. Reimbursements for expenses submitted after 30 days will be approved at the discretion of the Chief Financial Officer.

LRN has the right to audit expenses for compliance with this policy. Violations found may result in an expense rejection and/or disciplinary action.



#### **D. General Information**

Colleagues must identify a valid business purpose for each expense incurred and add it into the comments field for each expense. (Federal and state laws require.)

For tax purposes, colleagues must submit itemized receipts for each expense regardless of amount.

If a colleague incurs an expense on behalf of another person (for example, if one colleague pays for another's meal while conducting business on behalf of LRN), the name of the person for the expense that was incurred must be identified

(For tax purposes). When choosing Client Entertainment, choose the list attendees is option.

When choosing Individual Meals, list your name in the comments field. Individual meals should not exceed \$100 USD/ €90 EUR / £80 GBP / ₹9,500 INR per day.

Billable expenses must be submitted within 30 days of being incurred and include the itemized receipt or they will not be reimbursed. Billable expenses require actual receipts, credit card statements are unacceptable.

Billable expenses marked as miscellaneous will be rejected. Partner contracts detail what is billable (Airfare, hotel, car/taxi, meals) and miscellaneous expenses typically are not included.

Non-billable expenses must be submitted within 30 days of being incurred OR must be approved by the Chief Financial Officer.

Colleagues should utilize our expense system (Concur) or Company authorized travel service partner (Carlson Wagonlit or alike) to book lodging and travel requiring reservations.

Booking outside of our systems are okay if a better rate can be found on another travel site. (Southwest)

#### **E. Manager Responsibilities**

The following outlines the responsibilities of managers (or their delegate) as part of the travel policy:

- Ensure that travel is necessary, and business related.
- Ensure that all expenses are acceptable as defined in the LRN Travel and Expense Policy.
- Ensure that all expenses are submitted in Concur by the end of the calendar month in which they are incurred.
- Review and approve expense reports in a timely fashion. (Reports not approved within 5 days will route to the next line manager).

- Ensure that appropriate and legible receipts are attached, where required, in accordance with this policy.
- Ensure travel requests with Concur are approved before midnight of the day in which the request is made.
- Maintain a summary of transaction.

**F. Advances**

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form located in the CONCUR software. [www.concur.com](http://www.concur.com). Please contact [concur@lrn.com](mailto:concur@lrn.com) for questions regarding CONCUR access.

**G. Travel Expenses**

The Company pays the actual amounts incurred for appropriate expenses when you are on approved travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, Uber, Lyft, parking.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

All travel reservations should be made as far in advance as possible to take advantage of available discounted fares and encouraged to book flight as far as advance as practical and at least 14 days.

**H. Air Travel**

Coach class or economy tickets must be purchased for domestic or international flights with flight distances less than 3,000 miles.

A less-than-first-class ticket (i.e., premium economy) may be purchased at LRN's discretion for domestic or international flights with flight distances exceeding 3,000 miles. Obtain prior approval from your manager prior to booking premium economy flights. Any business class flight purchased will be reimbursed up to the equivalent premium economy ticket price.

Airfares can be purchased on Company's business travel expense card (i.e., AMEX virtual card) or personal credit cards. Expense reports for airfare charged to a personal credit card may be submitted prior to the flight date. If a reserved flight must be canceled, colleagues should plan to cancel the flight before departure and report airline credits or refunds to your manager and Finance. The Company does not pay for personal travel insurance, overweight baggage fees or airline club memberships.

Billable client travel is business travel obligated by the client and in accordance with client contract terms. Billable air fare and hotel purchased on the AMEX virtual card must be submitted in Concur expense report so Finance can bill the Partner.

**I. Unused Tickets**

It is the responsibility of the traveler and his/her manager to immediately notify Finance of any trip cancellations to ensure that canceled tickets are credited or reused in accordance with the rules of the purchased fare. Otherwise, LRN reserves the right not to compensate the Traveler for the costs of the ticket. Unused non-refundable tickets will be tracked by the Finance Department for possible future use; however, it is the responsibility of the traveler to ensure these tickets are utilized.

**J. Hotels**

At the time that hotel reservations are made, the best available rate with reasonable quality accommodations, at the most convenient location, should be obtained. Upon arrival, the traveler should verify that the rate that is shown on the itinerary is the rate they receive. Travelers should book standard rooms, not suites. A general guideline for hotel rates is that the room rate should not exceed \$300 USD / €200 EUR / £200 GBP / ₹9,500 INR per night (including taxes) with exceptions for higher cost cities such as New York, San Francisco, and London. Colleagues who travel for LRN business can expect that reasonable laundry costs will be reimbursed after 5 consecutive business travel days or in the event of an emergency. Reasonable gratuities for valet, baggage, etc. will be reimbursed. Colleagues should use good judgment when distributing gratuities. In-room movies, refreshment bars or personal toiletry items are not approved Company expenses.

**K. Travel Meals**

Restaurants selected should be reasonably priced for the locality and consistent with normal living standards. Itemized restaurant receipts must be submitted for all meals purchased while on business. For tax purposes, colleagues must submit receipts for each expense regardless of amount. Daily limit for all meals is \$100 USD / €90 EUR / £80 GBP / ₹4,000 INR including alcohol purchases while on business travel.

Business justification and list of attendees are required for audit purposes and must be included when entering expense reports in Concur and receipts are required for all charges. Receipts

must be legible and include a detailed description of what was purchased rather than solely a subtotal/signature page. VAT receipts (if applicable) are required. Credit card authorization receipts are not acceptable for expense purposes.

**L. International Health Care Coverage**

International medical expense reimbursement covers expenses incurred due to a medical emergency caused by unintentional sickness (i.e., COVID-19, Hepatitis, Malaria, etc.). Covered emergency medical expenses include:

- Medical evacuations
- Hospital/ clinic visits
- Extended stay in hospital caused by unintentional illness
- Medication while out of the country due to approved illness by a local physician

While traveling abroad, the Traveler will be responsible for paying for any out-of-pocket medical expenses upfront, should they not have personal international medical coverage. If the Traveler has current medical coverage that would cover “international out-of-pocket” expenses, the medical costs should first be submitted to the Traveler’s medical insurance carrier. Once the employee receives confirmation (i.e., Explanation of Benefit coverage -E.O.B.) from the insurance provider of coverage and out-of-pocket cost, the employee should submit the documentation via Concur for review/approval for reimbursement by LRN. The LRN T&E policies does not cover routine medical costs. (i.e., dental cleaning, chiropractor, counseling, etc.

**M. Business Entertainment**

Business related meals for clients or with other employees must be described as follows: ***Date, amount, place, and nature of business. A list of names of those entertained must be included. An itemized receipt is required for all entertainment expenses regardless of the amount.*** Wine and bar tabs are reimbursable only if they are associated with a business meeting and are not excessive. Entertaining other employees, unless for stated business purpose, is not a reimbursable expense.

When multiple LRN employees are dining together, the most senior LRN employee should be the person who pays for the meal and submits the expense.

Since the presumption is made by the IRS that entertainment is not related to the Company’s business, it is generally necessary to demonstrate that such expenses are associated with the active conduct Company’s business. Therefore, such entertainment must have either directly preceded or followed a bona fide business discussion. Since the company must be prepared to substantiate this expense, the following information is required when reporting company expenses:

- a) Date and place of entertainment
- b) The party's name, title and firm must be stated on the Travel Expense Report.

**N. Rental Cars**

Avis or Hertz are currently the preferred LRN providers for rental cars. Colleagues should utilize these companies to take advantage of LRN negotiated price discounts and book through CONCUR.

The type of car rented should be economy or mid-sized unless the number of people or equipment to be transported dictates a larger vehicle.

- Colleagues should list LRN as a party to the rental contract.
- Colleagues should refuel prior to returning the vehicle in order to obtain the best fuel prices.
- Colleagues should decline all car rental insurance, as LRN has purchased blanket coverage.
- Moving and/or parking violations will not be reimbursed by LRN.

**O. Notification of an Accident: Rental cars, taxi, or Ride-Share Accidents**

- If an employee is involved in an auto accident while DRIVING a preferred company rental car, while riding in a taxi, or UBER, follow these steps:
- Seek medical attention for any persons requiring immediate attention.
- License plate - make sure to get the license plate number of the other car(s) involved in the accident.
- Exchange information - take pictures of the other person's insurance card and driver's license. Take pictures of the damaged automobiles. Allow the other driver to do the same.
- Witnesses - if there are witnesses, ask for their information and if they are willing to speak to the police or insurance company if asked.
- Police – call the police. Be sure to get a copy of any police reports that are issued along with the policeman's name and contact information.
- Notify the People & Culture team as soon as possible.

**P. Personal Vehicles**

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. You will be reimbursed for vehicle use at the standard IRS (US) / Revenue Rates (EUR) / HMRC (GBP) mileage rate.

Travel between your home and your local LRN office is not considered to be business travel and therefore not reimbursable. In the event you are required to attend a business meeting at your local LRN office that is greater than 75 miles from your home of residence, travel expenses will be reimbursable.

**Q. Parking**

Parking and toll charges incurred while operating a vehicle while on a business trip are reimbursable.

- Reimbursement for parking at airports is permitted.
- Valet parking should not be used unless it is the only parking option available.
- Monthly or daily/regular parking fees for the office that you are assigned to are not reimbursable

**R. Reporting**

Report approved expenses with a description of the expense, its business purpose, date, place, and the participants as directed by the CONCUR travel expense report form. Travel expenses should be reported in all cases within 30 days of the completion of the trip in question and preferably within the same calendar month that they are incurred. Reports submitted after 30 days must be approved by the Chief Financial Officer.

Receipts for all charges should be retained and attached within the expense report to reduce potential audit inquiries.

The Missing Receipt Affidavit (found under the Receipts tab within an expense report) can be utilized on occasion if all efforts to obtain a duplicate receipt copy have been exhausted. LRN reserves the right to inquire about any attempts made and/or can reject an expense if it is found that a receipt can be obtained.

If you have any questions regarding a specific circumstance or a particular expense, please contact your manager or the Chief Financial Officer PRIOR to incurring the expense for pre-approval.

## **S. Miscellaneous Reimbursable Expenses**

Other reasonable and necessary business expenses not outlined above may be reimbursable, if approved by the employee's manager:

- **Professional Memberships & Dues** are reimbursable with employee's manager prior approval
  - Manager's pre-approval is also required to register for an event.
  - Seminars, training and conferences should be charged to the Company department purchasing card (P-Card).
- **Laundry & Dry-Cleaning** expenses are reimbursable when the employee is away from home for more than five (5) consecutive nights.
- LRN provides the necessary documentation and pays for all expenses connected with obtaining required **Visas** associated with business travel.
  - Employees are responsible for obtaining and paying for their own passport
  - If an employee's passport is lost or stolen during business travel, contact the Finance and designated travel administrator (if applicable) and your manager immediately.

**Currency Conversion** resulting from the variance between the expense management system's automatic conversion and employee's credit card will be reimbursed with documentation.

**Expenses for required vaccinations** associated with business travel are reimbursable.

**Gratuities** for meals and services are reimbursable. Please use the following guidelines:

- Meals - 18%-22%, but not greater than 25%
- Taxi - not to exceed 20%
- Other services - reasonable amount for service provided

**Alcoholic Beverage** expenses should be reasonable and expenses for this category require a specific business purpose such as entertaining customers and prospects. Use good judgement and be responsible regarding alcohol consumption. If you are operating a vehicle, LRN does not support nor condone any alcohol consumption.

## **T. Non-Reimbursable Expense**

Employees will not be reimbursed for the following, although not all-inclusive, miscellaneous expenses listed below. Please familiarize yourself with the expenses below to avoid delays in processing expense reports as these items will not be reimbursed. Any exceptions to these non-reimbursable expenses must be approved in writing by the Chief Financial Officer.

- Airline membership fees/dues, country club, health club or spa fees.
- Flight insurance nor excess baggage charges beyond one checked bag.
- Bills for airline or airport Wi-Fi fees nor headphones on airlines.
- Expenses for spouses, domestic partners, or family.
- Day care for children, pets, or elder care.
- Grooming, nail, or hair salon fees.
- Clothing purchases.
- Prescription or over the counter medicinal products.
- Personal entertainment
- Personal books, magazines, periodicals.
- Pet care or travel costs.
- Lost personal items and valuables.
- Prepaid phone cards, gifts/gift cards for co-workers or customers (existing or potential).
- Donations from personal bank accounts.
- Credit card, ATM, interest, or annual fees.
- Hotel no-show, cancellation charges not caused by business needs.
- Limousine or similar luxury car services.
- Fuel for personal vehicles, personal car repairs.
- Personal travel portion during business trips.
- Parking and traffic violations.
- Computers, laptops, or cell phones nor chargers for computers, laptops, or cell phones.
- Flexible/co-working space (e.g., We Work)



- Internet/phone/cable bills for home/personal use, including airline or airport Wi-Fi fees\*.
- Office supplies for home office.

**U. Work From Home Expenses (WFH)**

LRN provides a laptop and charger as the standard WFH set up.

The new hire allowance to set up your home office (for example - paper, pens, notepads) is \$150.00 USD, please submit these expenses within 30 days of hire. Colleagues may purchase and expense headphones for work use not to exceed \$50.00 USD per year. Home internet and cell phone services are not reimbursable expenses.

LRN's IT department supports our WFH colleagues, please contact them at [helpdesk@LRN.com](mailto:helpdesk@LRN.com) for any IT related issues or concerns.

Please visit the App Center in Concur to download supported apps for mobile connectivity.

## **V. OFFICE OPTIONAL POLICY**

LRN has adopted an Office Optional work culture that allows us to balance business objectives with personal workstyle preferences. Office Optional means that each LRN team member will have the option to work from the LRN office or remotely in another productive environment based on the work style agreed upon by you and your manager. Remote work means working at home or at other off-site or remote locations that are linked electronically (via computer, other devices, etc.) to the Company's central offices.

Remote work is a cooperative arrangement between the Company and the employee based upon the needs of the job, the employee's work group, and the Company. Different departments, teams or work groups will decide amongst themselves what workstyle (remote, hybrid, in-office) and schedule best suits the members of the group and their type of work. Other than potentially a small number of positions that logistically require attendance in the office, no one will be required to work full-time from the office, but employees may do so when the office is open if they prefer. All employees who work in the office must be fully vaccinated against COVID-19 as then-defined by the CDC.

### **A. Job Responsibilities**

Employee job responsibilities will not change when working remotely. As always, our focus should be on continuing to produce the highest caliber work and supporting each other regardless of where an employee is working. Professionalism, job responsibilities, productivity, and work quality must continue to meet the standards required by the Company.

The amount of time an employee is expected to work will not change when working remotely. Employee work hours will be mutually agreed upon by the manager and the employee. Employees are required to abide by the particular requirements of their managers with respect to their work hours and job requirements. Employees are expected to be at their agreed-upon location and working during their scheduled work hours.

In the event that business conditions require an employee's presence at an in-person work location for any reason, the employee is expected to report to that location, even if it occurs during normally scheduled remote work hours.

### **B. Reimbursement of Travel Costs to and from the Central Office**

When employees who work remotely or on a hybrid schedule travel to the central LRN office because they have business that must be conducted there, employees who live one hundred and fifty (150) miles or more one way from the central office will be reimbursed for travel to and from the central office at the IRS standard mileage rate. Employees who live less than one hundred and fifty (150) miles one way from their central office will not be reimbursed for their travel to and from the central office.

**C. Remote Workspace**

Employees who work remotely must safely and efficiently perform all of their duties and responsibilities from their remote work location. They must maintain their work area free of all dangers, safety hazards, and risks that could endanger themselves, their family members or others. They must also take all necessary steps to safeguard and protect all property and confidential, sensitive, and proprietary information of the Company. The Company retains the right to make on-site inspections of an employee's remote work area, at a mutually agreed upon time, to ensure that safe work conditions exist.

In addition, the following must be adhered to:

- a) A designated workspace should be maintained by the employee in a clean, professional, and safe condition.
- b) The workspace must have sufficient internet and cell (or other phone) coverage so that you can communicate on a web-based teleconference service and a cell phone;
- c) Employees' video background must be appropriate and approximate the look of an office environment;
- d) Employees must be able to report to the office or client site if needed, given short notice if required for their job, unless they come to a different understanding with their manager;
- e) Employees must be able to work the time zone required for their role;
- f) Employees must comply with all visa, work permit, and/or tax regulations pertaining to their work location; and
- g) Employees must manage dependent care and personal responsibilities in a way that allows them to successfully meet job responsibilities.

**D. Meal Periods**

Non-exempt employees who work remotely must comply with all record-keeping requirements and accurately record all working time. They must also take meal periods in accordance with applicable legal requirements and LRN policies. Employees are not exempt from the meal period or record-keeping rules solely because they are permitted to work remotely.

**E. Equipment**

- a) Any hardware or software purchased by the Company remains the property of the Company and will be returned to the Company should employment and/or the remote work arrangement be terminated.
- b) You are not permitted to allow family members or others who are not Company employees to use Company hardware, software, or other Electronic Communications Systems equipment.
- c) Software owned by the Company may not be duplicated except as formally authorized.
- d) Employees using Company software must adhere to the manufacturer's licensing agreements.

- e) Restricted access materials (such as payroll, personnel files, etc.) may not be taken out of the office, copied, or compromised in any way. Employees working at alternate sites will take all precautions necessary to secure sensitive information and prevent unauthorized access to the Company.
- f) Company equipment located at an alternative work location may not be used for personal activities.

**F. Compliance with Company Policies**

You must continue to abide by the Company's Employee Handbook and all policies contained in any applicable Supplement to this Employee Handbook. Failure to follow LRN policies may result in discipline, up to and including termination.

**G. Termination of a Remote Work Arrangement**

The Company's Office Optional policy is administered at the sole discretion of the Company. Managers and employees are expected to discuss their specific roles and objectives to determine the optimal arrangement to ensure that individual productivity levels and business objectives are met. The Company and/or your manager retain the sole discretion to modify or terminate a remote work arrangement at any time.

Failure to comply with the terms of this Office Optional policy and the remote work requirements herein may result in disciplinary action, up to and including termination of a remote work arrangement and/or termination of employment.

## **VI. TECHNOLOGY-RELATED POLICIES**

### **A. Electronic Communication Systems Policy**

The Company grants its employees, and other authorized users, access to its Electronic Communications Systems (hereafter “ECS”), as defined below, for the purposes of conducting and facilitating its business. The Company’s ECS, and all communications, documents, files, records or other materials sent, received, reviewed, stored and/or created by employees while using its ECS, are solely the property of the Company.

This policy explains the rules governing the appropriate access and use of the ECS and sets forth the Company’s rights to access, review and/or otherwise monitor all ECS communications and/or documents created by its employees while using its ECS, or as otherwise set forth herein, regardless of where the employee is situated (i.e., on-site or at a satellite office, home office or other remote location).

For purposes of this policy, the term “Electronic Communications Systems” shall include, without limitation: electronic mail (e-mail), voicemail, Internet-based communication services, text messages, chat messages, electronic archives, social media communications, and any other communications system or service, including Company-provided accounts and personal Web-based accounts that are accessed or used through either (i) Company-provided electronic networks, electronic devices, computer equipment and hardware, telecommunication networks, or telecommunications equipment licensed, owned, leased, or provided by or to the Company (however structured, including wireless) (e.g., servers, computers, software, software accessories, stored data and files, storage devices (including flash or thumb drives), laptops, handheld computers, PDAs, iPads, tablets, cellular telephones, mobile messaging and other telephones, voicemail systems, web pages, Internet, Intranet, peripheral devices, and any data and information contained or processed thereon or on cloud-based tools); or (ii) similar personal systems or equipment when such systems either are connected (including wirelessly) to the Company’s ECS or used to conduct Company business.

### **B. Access to, and Monitoring of, Employee Communications**

You should not have any expectation of privacy while using the ECS, whether working at the office or via remote access. This includes, but is not limited to, communications on the ECS with any attorney, accountant, medical professional, or any other person/entity while using ECS.

This also includes communications sent or received via personal e-mail accounts (e.g., yahoo!, g-mail, etc.) And use of personal social media, even if they are password protected, subject to applicable federal, state or local law. The ECS and all communications and documents sent, received, stored, reviewed and/or created by employees while using the ECS are solely the property of the company.

The company, as permitted by law, intends to, and will, exercise its right to access, review, audit, intercept, copy, read and/or otherwise monitor any and all employee communications and

documents sent, received, reviewed, stored and/or created by employees in their use of the ECS at any time to ensure that the ECS are being used in compliance with the law, this policy and other company policies.

Employees should be aware that their activities and the contents of their communications (including, for example, e-mails sent or received on personal e-mail accounts, even if password protected) made on the ECS may be stored on a hard drive and can be forensically retrieved and reviewed by the company.

Employees acknowledge that the company has a legitimate business interest in restricting personal usage and monitoring employees' activities and communications on the ECS, including protecting the company's assets and reputation, promoting employee productivity and ensuring compliance with the law and the company's legitimate corporate policies.

**C. Prohibited Activities and Restrictions on Use**

You shall use the ECS only as authorized by the Company, for the purpose of conducting and facilitating Company business. The Company will not tolerate the use of the ECS in any improper manner or for any purpose that is not authorized by the Company. You are strictly prohibited from using the ECS in connection with any of the following activities:

- *Accessing, viewing, displaying or sending any communications or documents with illegal, fraudulent, discriminatory, harassing, derogatory, threatening, obscene or pornographic content;*
- *Accessing, viewing, displaying or sending any communications or documents that would violate the Company's Policy Prohibiting Workplace Harassment and Discrimination (the "Non-Discrimination/Harassment Policy"), including but not limited to: sexually explicit communications or documents and any communications or documents that may be construed as offensive, derogatory or discriminatory to any individual or group based upon any Protected Characteristic as defined in the Non-Discrimination/Harassment Policy;*
- *Accessing, viewing, displaying or sending any communications that are violent in nature;*
- *Accessing or downloading sites that involve gambling activities;*
- *Sending any confidential or proprietary information (as defined by the Company's Confidential Information policy) of the Company to any other employee or third party, except to carry out the Company's business consistent with the employee's job responsibilities;*
- *Copying or downloading documents or computer software in violation of copyright or trademark laws or contractual requirements;*

- *Sending any communications that represent the sender as someone else or using someone else's password or log-ins without prior authorization;*
- *The operation of a private business;*
- *Transmitting or posting any material in violation of federal, state or other privacy laws;*
- *Using Company-provided email addresses to register for personal email subscriptions, fantasy sports teams, or other similar publications or notifications, or for personal banking, mortgages, billing notifications and other services. The sharing of Company-provided email addresses makes the Company susceptible for phishing attempts, spam and other security breaches; or*
- *Downloading for business or personal use (except as specifically authorized by the Company) any software, including without limitation file-sharing ("peer-to-peer") software (such as Limewire, BitTorrent or others) or any form of computer programs, utilities, music, videos, screensavers or executable files.*
- *Storing sensitive Company data on non-LRN systems or networks.*

Employees are responsible for all activity that occurs in their use of the ECS. Employees shall be careful at all times not to use the ECS in a manner that is likely to cause network congestion or significantly hamper the ability of others to access and use the ECS.

Employees should safeguard the passwords that are provided to them (or which they create) for use of the ECS. Passwords created by employees should be complex and not include words found in the dictionary or any language, proper names, or slang. These passwords are designed to protect information that is sent electronically from people or entities outside of the Company. You are required to provide the Company with any access codes or passwords applicable to the ECS so that the Company can monitor employees' use of ECS as described in this policy. Passwords must not be shared with anyone or written down where someone might see them.

Software cannot be downloaded from the Internet onto the Company's computers without prior authorization. All requests to download software should be forwarded to the Company's IT Administrator. In cases where downloading is approved, the software must be scanned for viruses using the Company's approved virus scanning programs and procedures before it can be opened or loaded onto any computer.

Departing employees should not delete any electronic communications before departing from the Company.

**D. Personal Use**

The ECS is to be used by its employees primarily to conduct Company business. Incidental use of the ECS for personal use by employees is permitted so long as such personal use: (i) is infrequent in nature; (ii) is not done during working hours; (iii) does not interfere with the employee's work or the work of other employees; and (iv) is consistent with this policy and all other policies of the Company. Even communications made for personal use are subject to review and monitoring in accordance with this policy. As such, you should have no expectation of privacy when using the ECS even for personal communications, including but not limited to personal e-mails that are sent or received on private, Web-based, password-protected e-mail accounts (e.g., Yahoo!, G-Mail, etc.), or personal social media usage (e.g., Facebook).

The Company assumes no liability for loss, damage, destruction, alteration, disclosure or misuse of any personal data or communications transmitted over or stored on the ECS.

**E. Violations of This Policy**

In the event the Company determines, in its sole discretion, that an employee is using the ECS in violation of this policy, the Company will take prompt disciplinary action, including but not limited to immediate termination of employment. In any instance where the Company suspects potentially illegal activity, it also will immediately report such activity to the appropriate legal authorities.

**F. Social Media Policy**

The use of social media enables LRN to connect with clients, prospects and potential recruits. However, it also presents certain risks and carries with it distinct responsibilities. To minimize the risks to the Company and assist you in making responsible decisions about your use of social media, the Company has established these guidelines for appropriate business and personal use of social media.

**Definition of Social Media**

"Social media" are online technologies and applications, all of which you should assume can be tracked or traced, which allow users to share news, opinions, photos and videos. Social media includes all means of communicating or posting information or content of any sort on the Internet, including a web log or blog, journal or diary, personal web site, social networking or affinity web sites such as Facebook and Instagram; professional networks such as LinkedIn; live blogging tools such as Twitter, and new applications that are created daily, whether or not associated with or affiliated with the Company.

**Guidelines for Using Social Media**

Ultimately, you are solely responsible for what you communicate on social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory,



slandorous, or libelous statements against any client, manager, owner, or employee of the Company.

**Be responsible.** You are personally accountable for everything you do online. Think before you post and be responsible for all of the information you put online.

**Follow the Company's policies and guidelines when using social media.** Follow them in any use of social media that relates to the Company in any way, including but not limited to the following policies: Equal Employment Opportunity, Anti-Harassment/Discrimination, Conflicts of Interest, Confidential Information and Electronic Systems Policy. If you have questions ask Amy Hanan, Chief Marketing Officer, before posting.

**Be transparent.** If you discuss Company-related matters in a personal posting, you must state that you are an employee of the Company. In addition, you must state you are speaking on your own behalf, and not on behalf of the Company, by including a disclaimer that is similar to the following: "This post is my own and does not necessarily represent the views of LRN Corporation." Despite such a disclaimer, senior Company managers must always consider whether their personal postings may be misunderstood as expressing an official Company position.

**Get authorization to make official postings on behalf of the Company.** Only authorized users of the LRN social media accounts are permitted to make initial postings on social media on behalf of the Company. Other employees are encouraged to re-share LRN postings in their personal capacity, subject to the requirements in this policy.

**Protect confidential information.** Do not disclose any trade secret, intellectual property or other proprietary or business-sensitive information of the Company or others with whom we do business. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Further, do not disclose internal reports, policies, procedures or other internal business-related confidential communications, including but not limited to the Company's weekly newsletter, "In the Know", which is for internal viewing only.

**Respect your audience.** Avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage clients, or that might constitute harassment as prohibited by the Company's Anti-Harassment/Discrimination Policy. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of any Protected Characteristic as defined in the Company's Anti-Harassment/Discrimination Policy or any other basis made unlawful by federal, state or local law or ordinance or regulation.

**Be truthful.** Do not post any information or rumors that you know to be false about the Company's employees, vendors, clients, or people working on behalf of the Company.

**Respect privacy rights.** You are urged to respect copyright and intellectual property rights of others in their use of social media. Further, avoid disclosing personal information about the Company's clients or vendors that you learn during your work at the Company.

### **Social Media Sites – “Friending” or “Following” Guidelines**

If you choose to become a “Friend” of the Company or to “Follow” the Company on social media, remember that your personal social media page may be seen by others who are “Friends” of the Company or “Following” the Company, including other employees, management, clients and potential clients. Consequently, you must be aware that your personal social media page will reflect on the Company.

Some senior executives of the Company may have social media pages for the purpose of generating or maintaining contact with current or prospective clients. As a matter of course, senior managers will not accept “Friend” or “Follow” requests from other Company employees, excluding other members of senior management who may add value to communications with clients. Please do not be offended if a member of senior management does not accept your request.

You may not post on a personal blog or web page or participate in a personal social networking site during working time or at any time with Company equipment or property, unless it is work-related and authorized by your manager. Working time is your scheduled time of work, not including lunch periods, breaks or time prior to or after your shift.

The Company reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interests and monitoring compliance with Company policies. The Company may, at its discretion, remove any posts from any Company social media that it finds does not support its core values, or that otherwise violates these guidelines or other Company policies. Additionally, the Company reserves the right to take steps to shut down any external postings by any Company employee that violates these guidelines.

This policy is intended to conform with relevant provisions under the National Labor Relations Act.

If you have questions regarding these guidelines, please contact Amy Hanan, Chief Marketing Officer.

Employees who violate the Social Media Policy may be subject to disciplinary action by the Company, up to and including termination of employment.

**G. Cell Phone Usage**

While LRN permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, employees are only permitted to use cell phones or other electronic devices for personal use during work hours *to a limited and reasonable extent*. Employees are expected to use such devices during breaks and meal periods only. During these times, use devices in a manner that is courteous to those around you. During working hours use of such devices should be minimal and limited to emergency use only.

For the purposes of this policy, use of cell phones, includes, but is not limited to texting, emailing, internet searching and using social media.

While using your cell phone, you are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy. Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

## **VII. WAGE & HOUR POLICIES**

### **A. Business Hours**

LRN's regular operating hours vary at the discretion of the Company. Your particular hours of work and the scheduling of your meal period will be determined and assigned by your manager or department head, and may be subject to change, depending upon the needs of the Company.

Employees are not permitted on the Company's property after normal business hours, except for exclusively business purposes.

### **B. Meal Periods (New York Employees Only)**

An employee who works a shift of more than 6 hours which extends over the noon meal period (11 a.m. to 2 p.m.), is entitled to a 30-minute meal period to be taken between 11 a.m. and 2 p.m. If an employee starts his or her shift before 11 a.m. and continues after 7 p.m., the employee is entitled to the 30-minute noon meal period and an additional 20-minute break between 5 p.m. and 7 p.m.

An employee who works a shift of more than 6 hours starting between the hours of 1:00 p.m. and 6:00 a.m. is entitled to a meal period of at least 45 minutes in the middle of his or her shift.

Provided, however, that in certain situations, as permitted under applicable law, an employee may voluntarily consent to waive their right to a meal period, and the employee will be paid for such time, and should not clock out if non-exempt, even if the employee is eating a meal while working.

### **C. Overtime Pay**

From time to time, it may be necessary for both non-exempt and exempt employees to perform overtime work, beyond regular operating hours, in order to complete a job on time. When it is necessary to work overtime, employees are expected to cooperate as a condition of their employment. Whether an employee is entitled to overtime depends upon their classification as an Exempt or Non-exempt employee. (See Employment Classifications Policy.)

All non-exempt employees who accumulate over forty (40) hours worked in any given week will receive overtime pay at a rate of one and one-half (1 ½) times their regular rate of pay. "Hours worked" means time actually spent on the job, exclusive of any meal period. It does not include hours away from work due to vacation, sickness, or holiday (even where these days are compensated) or other paid or unpaid leaves of absence. Non-exempt employees must have all overtime worked approved in advance, in writing, by their manager. Exempt employees are paid on a salary basis and do not receive additional compensation for additional hours worked because their basic salary covers all time worked, whether in regular or overtime hours.

**D. Pay Cycle**

LRN has twenty-four (24) pay periods per year. Payday is on the 15<sup>th</sup> and last day of the month. When our payday falls on a holiday or weekend, employees will receive their pay on the last preceding workday. If you are paid by commission, please refer to your commission plan. Please review your paycheck or pay statement for accuracy. If you find an issue, report it to your manager or People & Culture at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) immediately.

**E. Payroll Period**

LRN's pay roll work week begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.

**F. Time Records (for Non-Exempt Employees Only)**

Federal and state laws require LRN to keep an accurate record of time worked of "non-exempt" employees in order to calculate employee pay and benefits. Therefore, depending upon your job position and title, you may be required to record all time worked. This is currently done by time sheets. Your time record is the only way the payroll department knows how many hours you worked and how much to pay you. Your time record indicates when you arrived and when you departed. As a result, non-exempt employees are to indicate on their time sheets any time taken for lunch as well as for any other brief absences during the workday.

You are responsible for your time record. If you forget to submit a timesheet or make an error on your time sheet, your manager must make the correction and you and your manager must initial the correction. Further, you may not perform any work prior to your scheduled starting time, nor after your scheduled quitting time, without your manager's written approval. If you forget to record time on your time sheet when you arrive or leave, you must record the time as soon as you remember.

Falsifying time entries is strictly prohibited. This includes working "off the clock." No one may record hours worked on another's time record. Do not alter another person's time record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your manager immediately. If you violate this policy, you will be subject to discipline up to and including termination. Immediately report to Margaret Sweeney, Chief HR Officer any employee or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

**G. Break Time For Nursing Employees**

The Company will accommodate employees who need to express breast milk for a nursing child during working hours by providing a reasonable amount of break time to be used for this purpose in accordance with section 206-c of the New York Labor Law or any other applicable

federal, state, or local laws, for up to three years after the child's birth or any other time period that may be required by law, unless doing so imposes an undue hardship upon the Company.

The Company will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment or other violations of this policy should be reported to People & Culture at [\*\*PeopleOperations@LRN.com\*\*](mailto:PeopleOperations@LRN.com).

#### **Designated Lactation Room (New York City Office)**

In the New York City office, the Company has designated the Wellness Room, located on the east side of the 30<sup>th</sup> floor as a lactation room when employees are using the room to express breast milk. The Company will ensure that the room can be locked from the inside, is clean, and is free from intrusion. A refrigerator will be available for employees to store breast milk. Employees who plan to utilize this policy should ensure that they properly label and store all milk to avoid improper distribution.

#### **Reasonable Time to Express Breast Milk**

The Company will provide a reasonable amount of paid time for an employee to express breast milk and will not unreasonably limit the amount of time or the frequency in which an employee may pump. The Company will communicate with the employee to determine a schedule of breaks that reasonably accommodates the employee's pumping needs.

#### **Lactation Accommodation Request Process**

Employees should submit a request orally or in writing to use the lactation room to the People and Culture Team at [\*\*PeopleOperations@LRN.com\*\*](mailto:PeopleOperations@LRN.com). The Company will respond to any request for a lactation room within one business days, absent exceptional circumstances.

## **VIII. PERFORMANCE STANDARDS, DUTIES & DISCIPLINE**

### **A. Attendance and Punctuality**

Reliable attendance and punctuality are essential responsibilities of each and every employee at LRN. We work as a team and this requires that each person be at the right place at the right time. Employees are expected to report to work as scheduled, on time, and prepared to start working. Employees are also expected to be on time for meetings, calls, and video conferences.

From time to time, however, it may be necessary for you to be absent from work. LRN is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Paid time off has been provided for this purpose. If you are unable to report to work or if you will arrive late for a personal reason not covered by New York City's Earned Safe and Sick Time Act, New York State's sick leave requirements, any other state or local sick leave law, and/or the Company's Paid Safe and Sick Time policy, please contact your manager immediately. If you know in advance that you will need to be absent, you are required to request this time off directly from your manager pursuant to the policies set forth in this Handbook. Your manager will determine when will be the most suitable time for you to be absent from your work.

When you inform the Company of an unexpected absence or late arrival, please contact your manager directly via phone, email, or Teams message. For late arrivals, please indicate when you expect to arrive for work.

If you are unable to call in yourself because of an illness, emergency or for some other reason, please be sure to have someone inform the Company on your behalf.

Absence from work for two (2) consecutive days without notifying your manager will be considered a voluntary resignation, unless otherwise prohibited by applicable law.

Employees who are absent from work for three (3) or more consecutive days may be required to present a doctor's note.

Employee may review the number of days that have been taken for vacation, sick time or personal leave through the self-service features on the ADP website, and employee shall have the right to discuss with LRN and ask for any corrections to the record as it may pertain to any inaccuracies found in the ADP data.

This policy does not apply to absences or lateness covered under New York City's Earned Safe and Sick Leave Act, New York State's sick leave requirements, any other state or local sick leave law, and/or the Company's Paid Safe and Sick Time policy. If you will be using sick or safe time pursuant to the applicable laws and/or the Company's Paid Safe and Sick Time policy, please see the Paid Safe and Sick Time policy and/or applicable State Supplement for additional details and required procedures.

**B. Confidential Information**

As set forth in more detail in your Confidentiality and Assignment of Invention Agreement, as a condition of employment, LRN employees are required to protect the confidentiality of the Company's Intellectual Property and other Confidential information. As defined in your Confidentiality and Assignment of Invention Agreement:

**"Company Intellectual Property"** means all of Company's trademarks (including the goodwill attached thereto), know-how, copyrights, copyright registrations and applications for registration, patents, trade secrets, author's rights, moral rights, rights of publicity, contract and licensing rights, rights in packaging and all other intellectual property rights as may exist now and/or hereafter come into existence, and all renewals and extensions thereof, whether registered or not.

**"Confidential Information"** means any Company Intellectual Property information, including but not limited to, formulas, patterns, compilations, programs, devices, methods, techniques and processes, financial information and data, business plans, business strategies, marketing or advertising plans, client lists, client contracts, pricing information, cost information, descriptions of inventions, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, technical specifications and documentation, information included within or relating to any Inventions and Works (as defined herein), information concerning the Company's past, present or future clients, client contacts, client operations, and client prospects, projected and historical revenues, projected and historical losses, accounts receivable, accounts payable, cash flow, risk analysis, employee information, and all other information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, third parties. Confidential Information also includes any information not publicly available relating to any threatened or existing lawsuit, administrative claim, or administrative investigation, as well as any information protected by the attorney- client privilege and/or attorney work-product doctrine. Confidential Information may be written or oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Confidential Information also includes any information made available to the Company by its respective clients or other third parties and which the Company is obligated to keep confidential.

As an employee of the Company, you are obligated to maintain the confidentiality of this information and are not to disclose any Confidential Information to any other entity or person, except as authorized by Aitken Thompson, Chief Legal Officer. The unauthorized disclosure of Confidential Information belonging to the Company may subject you to discipline, up to and including termination of employment and legal action, even if you do not actually benefit from the disclosed Confidential Information. If you leave the Company, you may not disclose or misuse its Confidential Information.



### **Inadvertent Disclosure**

The unintentional disclosure of Confidential Information can be just as harmful as intentional disclosure. To avoid this, never discuss with any unauthorized person any information or knowledge that you may have about the Company which may not be known by the rest of our industry, and which could give someone a competitive advantage. You should never discuss Confidential Information, even with authorized Company employees, if you are in the presence of others who are not authorized. This also applies to discussions with family members or with friends who might innocently or inadvertently pass the information on to someone else.

### **Requests for Information**

If you receive a request for information or to conduct an interview from an attorney, an investigator, any state or federal taxing authority or any law enforcement officer and it concerns Company business, you should immediately refer the request to Aitken Thompson, Chief Legal Officer. The Company's administration is responsible for all inquiries on behalf of the Company such as communication with media from the press, television and radio. Employees may not give any statements on behalf of the Company, which in any way involve Confidential Information concerning the Company or its clients without prior authorization from administration.

### **C. Conflicts of Interest**

LRN is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, client relations, safety, security, and morale. Employees should avoid any situation that may conflict, or appear to conflict, with the best interests of the Company. Each employee has a duty of loyalty to the Company and a continuing obligation to promptly disclose to the Company's Chief Legal Officer, Aitken Thompson, any activity, interest or relationship that may adversely affect, or appear to adversely affect, the Company, the duty of loyalty that each employee has to the Company, or that may interfere with or influence the employee's employment or service to the Company.

The Company expects all employees of the Company to: (i) act with honesty and integrity in accordance with the highest ethical standards; and (ii) place the best interests of the Company foremost in any dealings relating to the Company.

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at LRN is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

While it is not feasible to present a complete list of all situations that might present a conflict, or the appearance of a conflict of interest, and without limiting the Company's rights or remedies, no employee of the Company shall, either directly or indirectly:

- *Engage in any business, financial or professional transaction, or activity of any kind, that conflicts with the interests of the Company;*
- *Use their relationship with the Company in any way that will inure to his/her personal benefit;*
- *Solicit or accept any business related gifts, gratuities, or any other thing(s) of value, from any individual, unless de-minimus in nature, where such acceptance may influence his/her decision-making or actions with respect to the Company. For purposes of this policy, "de-minimus" shall mean any gift or gratuity of any kind with a value of less than \$35;*
- *Participate in any transaction in which the employee, or a member of the employee's family, has a personal or business interest, if there is, or might reasonably appear to be, a conflict between the employee's interest and that of the Company; or*
- *Have an interest in any entity that conducts business with the Company or competes with the Company.*

You shall promptly disclose any conflict of interest, whether actual or potential, to the Company's management. When an actual or potential conflict of interest exists, the affected employee shall abstain from taking any action with respect to the particular transaction until: (i) all relevant disclosures relating to the transaction have been made to the Company; and (ii) the Company has given its written authority to the employee to participate in the transaction.

In addition, as set forth in more detail in your Confidentiality and Assignment of Invention Agreement, any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to LRN, is a "work for hire" and is the property of the Company. If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and Aitken Thompson, Chief Legal Officer.

Any violation of this policy by employees will result in appropriate disciplinary action, up to and including termination of employment.

#### **D. Corrective Action**

It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where you perform at an unsatisfactory level, violate a policy, or commit an act that is inappropriate. Unsatisfactory performance or failure to abide by LRN's policies may subject you to corrective action. The nature of the corrective action imposed will depend on the seriousness of the problem and your record of prior performance, behavior problems, or safety

violations. The Company has the right to determine what corrective action is appropriate based on the facts of each case. Not all available forms of corrective action are appropriate to every disciplinary situation, and it is not required that the Company treat each form of corrective action as a step in a series to be followed with an employee before discharge.

LRN's practice of corrective action includes, but is not limited to, verbal warnings, written warnings, suspensions (with and without pay), and termination. However, exceptions or deviations from the normal procedure may occur whenever the Company deems that circumstances warrant that one or more steps in the process be skipped. Accordingly, circumstances may sometimes warrant immediate termination. It should be remembered that the Company's practice of employee discipline does not imply that "progressive" discipline is required or that employment may be terminated only for cause. Rather, employment is at the mutual consent of the employee and LRN and remains "at will".

#### **E. Performance Reviews**

Your manager may review your job performance with you on an annual basis, although the Company specifically reserves the right to postpone or cancel or change such performance reviews as business needs dictate. Employees may be reviewed more frequently at the Company's discretion. A review may also be conducted in the event of a promotion or change in duties and responsibilities. A performance review will not necessarily mean an increase in compensation. Further, if management decides to increase compensation, the increase shall take effect on the date specified by management.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. You may request that your manager assist you in developing a performance improvement plan at any time.

#### **F. Company Property – No Expectation of Privacy**

LRN has provided you with the use of its equipment and property to facilitate effective business operations. As a result, employees do not have an expectation of privacy with respect to their conduct at the Company's facilities or the use of equipment that is provided by the Company. Thus, while you have individual access codes to voice mail, electronic mail and computer systems, for example, employee voice or e-mail communications are not considered private despite any such designation either by the sender or the recipient. Accordingly, the Company may access these systems at any time.

To the extent allowed by law, you may be subjected to periodic unannounced inspections, monitoring and/or surveillance of work areas (including computers and voice mail) by the Company for business or legal reasons. Additionally, while on company property or on company business, all individuals are subject to search by the Company of property in their possession

including, but not limited to, vehicles, purses, tote bags, briefcases, or lunch boxes. Desks may also be searched to the extent allowed by law.

Violations of any of the provisions of this policy will not be tolerated and will subject the offending employee to disciplinary action up to and including termination.

#### **G. Nonsolicitation and Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, you are prohibited from soliciting other employees during your assigned working time. 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 in or support for any organization.

For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict employees from engaging in activities protected by federal or state law, including the National Labor Relations Act.

#### **H. Unacceptable Activities**

As set forth in detail in the Company's Code of Business Conduct & Ethics, LRN wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By accepting employment with us, you have a responsibility to the Company and to your fellow employees to adhere to certain rules of behavior and conduct.

The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. While it is impossible to list everything that could be considered misconduct in the

workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment.

Your avoidance of these activities will be to your benefit as well as the benefit of the Company. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your manager for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in corrective action up to and including immediate termination without warning:

- Unauthorized possession of firearms, weapons or explosives on Company property or while on duty.
- Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on Company premises or when representing the Company.
- Fighting, or horseplay or provoking a fight on Company property.
- Insubordination.
- Threatening, intimidating or coercing fellow employees on or off Company premises.
- Engaging in an act of sabotage; destruction or damage of Company property, or the property of staff, clients or visitors.
- Unauthorized access to Company facilities during off duty or nonworking hours.
- Unauthorized possession or removal of any Company or client property, including documents, from the premises; unauthorized use of Company or client equipment or property for personal reasons or the property of fellow employees.
- Falsification or misrepresentation on your application for employment or other work records; lying about sick time, vacation, or other leave of absence.
- Violating the confidentiality agreement or policy.
- Immoral conduct or indecency on Company property.
- Unsatisfactory or careless work.
- Any act of harassment or discrimination.
- Leaving work before the end of a shift or not being ready to work at the start of a shift without approval of your manager; stopping work before time specified, except as permitted under the National Labor Relations Act.
- Sleeping on the job; loitering or loafing during working hours.

- Excessive use of Company telephone for personal calls.
- Smoking in restricted areas or at non-designated times, as specified by department rules.
- Failure to report an absence or late arrival; excessive absence or lateness.
- Obscene, abusive or rude language toward any manager, employee, or client.
- Failure to immediately report damage to, or an accident involving Company or client property.
- Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee's timecard or records or causing someone to alter your timecard or records.
- Personal or other inappropriate use of the Company's electronic systems.
- Working unauthorized overtime.
- Excessive or unexcused time off or lateness.
- Engaging in horseplay, practical jokes, gambling, selling merchandise, or general loitering while on Company property.
- Any illegal act or prohibited conduct on Company premises.
- Inducing another employee to commit any breach of these rules.

This list is not all-inclusive, and, notwithstanding this list, all employees remain employed "at will."

## **IX. THE BENEFITS PACKAGE**

The following sections of the Handbook provide a summary of the benefits which may be provided at LRN's discretion. Actual coverage is determined by the express terms of the plan documents. If there are any conflicts between the summary provided herein and the plan documents, the plan documents will govern. Copies of the plan documents are available from the Company's People & Culture Team.

**The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice. The Plan Administrator of each of the Company's employee benefit plans has the power and authority to construe and interpret the terms of the plan, to make all factual determinations, and to amend or terminate such plans. Employees will be notified of any changes to the plans in writing.**

**A. Eligibility for Benefits**

Unless specifically excepted, employees will enjoy benefits that the Company offers as long as they meet the eligibility requirements for each particular benefit.

Part-time employees (those working less than 30 hours per week) and temporary employees are not eligible for benefits, except as specifically granted in the applicable benefit plans or otherwise required by law.

**B. Holidays**

Only regular full-time employees are eligible for full holiday pay. The following holidays are typically recognized by the Company as paid holidays:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

In the event that one of the above holidays falls on a Saturday or Sunday, either the preceding Friday or following Monday will be given as the holiday. The Company will circulate or post a memorandum detailing the specific dates of the above holidays on a yearly basis.

Employees who take any holiday in addition to those authorized will be charged for the appropriate amount of vacation time or must take such time without pay, at the discretion of the People & Culture Team.

Every regular full-time employee will receive paid holiday hours at the regular hourly rate or salary for the above holidays.

In order to receive holiday pay, an employee must work the day before and the day after the designated holiday, unless otherwise approved by your manager, or with presentation of a doctor's note.

**C. Paid Safe and Sick Time**

In addition to paid time off for vacation purposes, the Company also provides paid time off for sickness and other reasons more fully detailed below. This policy is intended to comply with the New York State and New York City Paid Safe and Sick Leave laws as well as all other applicable state and local sick leave laws. See State Supplements for additional information regarding other state-specific sick leave laws, if any.

**Accrual and Usage**

All employees will accrue 1 hour of paid safe/sick time for every 30 hours worked, up to a maximum of **56 hours** of safe/sick time per Benefit Year. For purposes of this Policy, “Benefit Year” shall mean the calendar year. Safe/Sick time accrues and can be used starting on the employee’s first day of work. Employees will be allotted the full 56 hours at the beginning of the Benefit Year and each subsequent year on January 1. All new employees will receive a prorated allowance in the first year based on their start date. Employees may use safe/sick time in minimum increments of 4 hours per day for each initial increment and 30 minutes for any subsequent increments, provided such minimum increments are reasonable under the circumstances. **Employees may not use more than 56 hours of safe/sick time per Benefit Year and may not carry a negative balance.**

The amount of safe/sick time accrued and used during a pay period and an employee’s total balance of accrued safe/sick time will be noted on employees’ pay statements provided to the employee each pay period by ADP and may be requested at any time from ADP.

Employees who misuse safe/sick time in accordance with this policy, may be subject to discipline, up to and including termination of employment.

**Covered Reasons**

Employees may use safe/sick days for the following reasons:

- (1) the employee’s own mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventative medical care;*
- (2) to care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;*
- (3) closure of the employee’s place of business by order of a public official due to a public health emergency or such employee’s need to care for a child (biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis) whose school or childcare provider has been closed by order of a public official due to a public health emergency;*



*(4) when the employee or the employee's family member has been the victim of domestic violence, a family offense matter, sexual offense, stalking, or human trafficking, and the employee requires time off work to:*

*(a) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;*

*(b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;*

*(c) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;*

*(d) to file a complaint or domestic incident report with law enforcement;*

*(e) to meet with a district attorney's office;*

*(f) to enroll children in a new school;*

*(g) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee; or*

*(5) for any other reason permitted by applicable state or local law.*

### **Family Members**

Family members of employees include children (biological, adopted, or foster children, legal ward, children of an employee standing in loco parentis), grandchildren, spouses, domestic partners, parents, grandparents, children or parents of an employee's spouse or domestic partner, siblings (including half, adopted, or step siblings), any other individual related by blood to an employee, any other individual whose close association with the employee is the equivalent of a family relationship.

### **Payment**

Employees will be paid the same rate for safe/sick time as they would have earned had they worked those hours. Employees will be paid for safe/sick time used no later than the payday for the next regular payroll period beginning after the safe/sick day was used by the employee.

### **Carryover**

Accrued but unused paid safe/sick time may be carried over into the following Benefit Year. **Employees who physically work outside of the State of New York may not carry over more than fifty-six (56) hours of accrued unused sick time** unless otherwise required by applicable state or local law.

### **No Payment at Termination**

**Employees will not receive payment for any accrued but unused safe/sick time at separation from employment, whether voluntary or otherwise.**

### **Notice**

Where the need for safe/sick time is foreseeable, the Company requires employees to inform the Company seven (7) days before using safe/sick time. Where such need is not foreseeable, the Company requires notice of the need as soon as practicable under the circumstances by informing their manager and the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com)

### **Documentation**

Where an employee uses safe/sick time for more than 3 consecutive workdays, the Company may require reasonable documentation from the employee's licensed health care provider that such sick time was for a covered reason(s). Any requirement that an employee provide documentation from a licensed health care provider in order to be paid for sick time used does not require the employee to disclose the nature of their or their family member's illness, injury, or health condition. Employees have at least 7 days from the date the employee returns to work to submit such documentation. Where a health care provider charges an employee a fee for the provision of such documentation, the Company will reimburse the employee for such fee if the employee is physically based in New York City or if otherwise required by applicable state or local law.

The Company may also require reasonable documentation to support the use of safe time for more than 3 consecutive workdays. Acceptable forms of documentation include: documentation signed by an employee, agent or volunteer of a victim services organization; an attorney; a member of the clergy; or a medical or other provisional service provider from whom the employee or that the employee's family member has sought assistance in addressing domestic violence, family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee explaining the need for such time. The employee need not disclose the details of the domestic violence, family offense matter, sexual offense, stalking, or human trafficking. The Company will reimburse the employee for all reasonable costs or expenses incurred for the purpose of obtaining such documentation if the employee is based in New York City or if otherwise required by applicable state or local law.

### **Replacements**

Employees will not be required to search for or find a replacement worker in order to use safe/sick days.

### **Reinstatement Upon Relocation, Transfer or Rehire**

After using safe/sick leave, the employee will be restored to the employee's prior position with the same pay and other terms and conditions of employment. If an employee separates from the Company but is rehired within 6 months of separation, all previously accrued but unused safe/sick time will be reinstated and the employee shall be entitled to use such accrued safe/sick time immediately upon rehire, unless the employee was paid out for unused safe/sick time prior to separation where such pay was agreed upon by the employee.

### **No Retaliation**

No person will take any adverse action against any employee to penalize for, or deter any employee from, requesting or using safe/sick time. For purposes of this Policy, "adverse actions" include, but are not limited to, threats, intimidation, discipline, discharge, demotion, suspension, harassment, discrimination, reduction in hours or pay, informing another employer of an employee's use or attempt to use safe/sick time and blacklisting. Any employee who physically works in New York City whose rights may have been violated may contact or file a complaint with the NYC Department of Consumer Affairs.

## **D. Vacation Time Off**

In alignment with our shared principles, animated by the Leadership Framework and guided by our values, LRN encourages employees to take time away from work to refresh and re-energize, spend time with their friends, families, and loved ones, and attend to personal commitments and needs. Therefore, LRN provides its employees with flexible vacation time.

### **Eligibility and Amount of Vacation Time**

Only regular full-time employees who have completed their first 90 days of employment are eligible for paid vacation time. You are not eligible for paid vacation time during your first 90 days of employment or if you are a regular part-time or temporary employee.

Eligible employees are permitted to take as much vacation time as needed, as long as it is approved by the Company and does not affect their work, team, or the Company. We trust employees to appreciate the time available to them, and not to abuse or overuse vacation time. The following guidelines apply to the use of vacation time:

Paid vacation time for all employees should be used in minimum increments of one (1) day. Non-exempt employees should charge actual hours used.

Vacation time off is paid to non-exempt employees at their base pay rate at the time of vacation; Exempt employees continue to receive their regular salary. Vacation pay does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

Vacation under this policy should generally be taken in increments of not more than two (2) consecutive weeks. If an employee would like to request a vacation of more than two (2) weeks, the request should be made to the employee's manager at least three (3) months in advance. If a manager believes any employee is overusing time off, or their time off is affecting their work, disciplinary action may be taken.

#### **Notification of Need for Vacation Time Off**

Employees are required to collaborate with their manager when planning and embarking on vacations to ensure continuity of work and to avoid any adverse impact to our clients, projects or initiatives. Collaboration means more than simply communicating the intention to go on vacation; it means discussing outstanding work, the potential impact on deliverables, deadlines, expectations, and the need for coverage or alternate arrangements. As with any business, there are certain times when taking vacation time off is not appropriate.

Every effort will be made to grant employees' vacation at the time they desire. However, vacations cannot interfere with the Company's operation and therefore must be approved by each employee's manager at least one (1) month in advance, whenever possible. Employees should exercise care to avoid scheduling vacation during times that substantially interfere with their responsibilities to LRN.

All scheduled vacation time should be recorded in the employee's Outlook Calendar and communicated in advance to the employee's work group.

#### **No Accumulation Rights**

Vacation time does not accrue or accumulate and may not be carried over into the subsequent year if it is unused.

#### **No Payment In Lieu Of Vacation**

The purpose of a vacation is to provide employees with a time to rest and relax; therefore, no additional wages or salary will be paid in lieu of a vacation.

#### **No Payment Upon Termination**

Employees will not be paid for any vacation time upon their resignation or separation from the Company for any reason.

#### **Leaves of Absence**

**This policy does not apply to eligible employees requesting a leave of absence for any reason.** For more information on leaves of absence, please see the corresponding policies located in the Leaves of Absence section of this Handbook.

**E. Employee Assistance Program**

The Company strives to ensure that our employees are healthy both mentally and emotionally. Therefore, the Company provides a free Employee Assistance Program (“EAP”) for all employees. The EAP is a confidential counseling program that help employees and their families cope with stress, mental illness, and other issues. Employees can learn more about our EAP program by emailing [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com). Any communication from the employee will be kept strictly confidential and will not be shared with the Company.

**F. Other Benefits**

The following is a summary of the benefits which may be provided from time to time to regular full-time employees. Actual coverage is determined by the express terms of the plan documents. If there are any conflicts between the summary provided herein and the plan documents, the plan documents will govern. Copies of the plan documents are available upon request. Employees must immediately notify the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) of any change in marital status, dependent's status or beneficiaries. This is not a complete list of benefits that may be available to LRN employees from time to time. Employees should reach out to the P&C team for additional details regarding available benefits.

- Healthcare Insurance
- Workers’ Compensation Insurance
- State Disability and Unemployment Insurance Funds
- 401K

**G. COBRA**

You and your covered dependents may have the opportunity to continue certain health insurance benefits for a specified period of time under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), or any applicable state law, when your group coverage for you and your covered dependents would otherwise end due to certain specified events.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding continuation coverage, you may contact the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com).

## **X. LEAVES OF ABSENCE**

### **A. Bereavement Leave**

Regular full-time employees are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of their immediate family.

The term “immediate family” applies to the employee’s spouse, same-sex partner, father, mother, children, brother, sister, grandparent and step-father, step-mother, father-in-law and mother-in-law, or father or mother of employee’s same-sex partner.

An employee who needs to take time off under this policy must inform their manager and the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) as soon as the need for leave is known. If additional time is needed, employees may be permitted to use vacation days.

### **B. Jury Duty Leave**

If you are called for jury duty, you will be permitted to take the necessary time off. If you are a regular full-time employee, you will be paid for the jury duty you perform during regularly scheduled working hours for a maximum of one (1) week. Your pay will be the difference between your regular pay or salary and the fees you receive for jury service. Any additional time spent on jury duty in that calendar year will be unpaid.

You must notify your manager within forty-eight (48) hours of receipt of the jury summons. On any day or half-day you are not required to serve, you will be expected to return to work. In order to have your jury duty count as an authorized absence, you must present to your manager a statement of jury service issued by the court.

### **C. Leave for Victims of Crime**

An eligible employee may take time off from work, with pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney),
- To give a statement at a sentencing proceeding,
- To give a victim impact statement at a pre-sentencing proceeding, or
- To give a statement at a parole board hearing.

### **Leave Eligibility**

An employee is eligible for time off under this policy if he or she is:

- The victim of the crime at issue in the proceedings,

- The victim's next of kin,
- The victim's representative if the victim is deceased as a result of the offense,
- A "Good Samaritan," or
- Pursuing an application or the enforcement of an order of protection as provided under relevant law.

For purpose of this policy, a "Good Samaritan" is someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest. A victim's representative is a person who represents or stands in the place of another person, including but not limited to, an agent, attorney, guardian, conservator, executor, heir or parent of a minor.

### **Notice and Certification**

An employee must notify his or her manager of the need to take a leave under this policy no later than the day before the absence. In addition, the employee must provide the manager with verification of his or her service upon request.

#### **D. Military Reserves or National Guard Leave of Absence**

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. You are expected to notify your manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

### **Military Leave – Reemployment Rights**

An employee who leaves his or her position, other than a temporary position, in order to perform military service, is entitled to reinstatement to his or her prior position, or a position of like seniority, status and pay, if the following conditions are met:

- *The employee receives a certification of completion of military service,*
- *The employee is still qualified to perform the duties of the position, and*
- *The employee applies for re-employment within 90 days of being released from service.*

Reinstatement may be denied if the Company's circumstances have changed making it impossible or unreasonable to reinstate the employee.

For purposes of this policy, "military service" means duty by a person in the active military service of the United States or the state of New York.

Employees returning from work after military service will be considered to have been on furlough or leave of absence. Such employees will be restored to their prior position or a like position without loss of seniority and will be entitled to participate in insurance and other benefits offered to employees on furlough or leave of absence. Restored employees will not be discharged from their position, without cause, for one year after restoration.

Employees who take time off for certain types of military training are entitled to similar rights, although these employees may be required to apply for reemployment within a shorter period of time. For more information, please contact your manager.

**E. Military Family Leave**

**Leave Entitlement**

An employee whose spouse is called to active military service is entitled to up to 10 days of unpaid leave from work to be used when the employee's spouse is on leave from the U.S. armed forces, national guard, or reserves while deployed during a period of military conflict.

**Leave Eligibility**

An employee is eligible for leave under this policy if he or she:

- Works an average of 20 or more hours per week, and
- Is the spouse of a person who is a member of the U.S. armed forces, national guard, or reserves, who has been deployed during a period of military conflict to a combat theater or combat zone of operations.
- For purposes of this policy, "period of military conflict" means a period of war declared by the U.S. Congress, or in which a member of a reserve component of the armed forces is ordered to active duty.

**Notice and Anti-Retaliation**

An employee must notify his or her manager of the need for a leave as soon as possible. The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

**F. Leave for Religious Observation**

We will attempt to make reasonable accommodations for you to take time off to accommodate your sincerely held religious beliefs such as observing religious holidays. If you know that you will need time off for a religious holiday or religious observance, please let your manager know as soon as possible. You may use accrued, unused vacation time for time off for religious reasons. If you do not have any accrued, unused paid time available, the time off will be unpaid.



**G. Time Off to Vote**

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. The Company will provide employees who meet the below three criteria with the necessary amount of time off to vote without loss of pay (up to two hours):

- 1) The employee is registered to vote in any election;*
- 2) The employee needs time off to vote in person on any day on which the employee may vote at any election; and*
- 3) The employee does not have sufficient time outside of their scheduled workday to vote in the election.*

If you meet the above criteria, please submit your request for time off to vote to your manager at least two working days prior to the election day. The Company reserves the right to schedule your time off in whichever manner that provides the least disruption to normal business operations.

In no circumstances will the Company retaliate against any employee for seeking or taking time off under this policy.

**H. Time Off To Donate Bone Marrow**

An employee who undergoes a medical procedure to donate bone marrow will be provided with paid time off, as determined by the employee's physician, for up to one (1) calendar week following the procedure. Only employees who work for the Company for an average of twenty (20) or more hours per week are eligible for leave under this policy.

Employees seeking leave to donate bone marrow must provide the Company with verification from a physician setting forth the purpose and length of each leave required by the employee.

Any other available leave of absence or paid time off will run concurrently with leave taken pursuant to this policy and will not result in the receipt of more than 100% of the employee's regular base salary.

Leave under this policy shall not accrue and will be lost if not used by the end of each calendar year. The Company will not retaliate, nor tolerate retaliation, against any employee who seeks or obtains leave under this policy.

**I. Time Off to Donate Blood**

Employees may take up to three (3) hours of paid leave per calendar year to donate blood. An employee who is donating blood off Company premises shall be provided with one leave period

per calendar year of three (3) hours duration during the employee's regular work schedule. Leave under this policy shall not accrue and will be lost if not used by the end of each calendar year.

**J. Reasonable Accommodation for Victims of Domestic Violence**

The Company will provide a reasonable accommodation to an employee who is a victim of domestic violence who must be absent from work for a reasonable time in order to:

- *Seek medical attention for injuries caused by domestic violence, including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child;*
- *Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence;*
- *Obtain psychological counseling related to an incident or incidents of domestic violence, including for a child who is a victim of domestic violence, provided the employee is not the perpetrator of the domestic violence against the child;*
- *Participate in safety planning and taking other actions to increase safety from future incidents of domestic violence, including temporary or permanent relocation; or*
- *Obtain legal services, assist in the prosecution of the offense, or appear in court in relation to the incident or incidents of domestic violence.*

Such reasonable accommodation will be granted unless it would constitute an undue hardship to the Company.

A "victim of domestic violence" means any person who is older than 16, any married person or any parent accompanied by his or her minor child in a situation where the person or their minor child is the victim of an act committed by a family or household member that would violate the penal law. The act must have resulted in actual physical or emotional injury or created a substantial risk of physical or emotional harm to the person or their child.

Although time off under this policy is unpaid, employees may apply any accrued and unused paid sick time (if applicable), and/or any accrued and unused state paid family leave program (if available and applicable), to time off taken under this policy. Any such paid time off will run concurrently with leave taken pursuant to this policy.

Employees who must be absent from work under this policy must provide the Company with reasonable advance notice of the absence, unless such advance notice is not feasible. If advance notice is not feasible, employees must provide a certification of the need for an accommodation within a reasonable time after the absence. Such certification must be in the form of:

- *A police report indicating that the employee or his or her child was a victim of domestic violence;*

- *A court order protecting or separating the employee or his or her child from the perpetrator of an act of domestic violence;*
- *Other evidence from the court or prosecuting attorney that the employee appeared in court; or*
- *Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee or his or her child was undergoing counseling or treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.*

To the extent permitted by applicable law, the Company will maintain the confidentiality of any information regarding an employee's status as a victim of domestic violence.

#### **K. Paid Parental Leave**

##### **Eligibility and Request for Leave**

The Company will provide all regular full-time employees who have been employed by LRN for at least six (6) months with a paid parental leave of absence (PPL) following the birth of a child or placement of a child with the employee for adoption or foster care. PPL may be taken during the twelve (12) month period following the birth, adoption or placement of the child. An eligible employee may submit a request for PPL to the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) at least thirty (30) days prior to the leave, or as soon as possible if the need for leave is unforeseeable.

##### **Pay During Parental Leave**

An employee who otherwise qualifies for PPL will be paid their regular wages or salary for a maximum of six (6) weeks, less any state benefits provided. PPL is separate and apart from any other Company paid time off program for other reasons and may only be used in the limited situations set forth above.

Because birth mothers are also eligible for Short Term Disability, they are eligible for an additional six (6) weeks of paid maternity leave at 100%. This leave includes Short Term Disability covered at 60% by the insurer and 40% paid by LRN. Employees who work in a state (such as New York) which offers state family leave benefits and who are eligible for state family leave benefits from the state in which they work must collect their state benefits. Any benefits paid by the Company will run concurrently with any state benefits received and will "top off" these benefits so that the employee receives their full regular weekly pay. In no case may an employee's use of state benefits and Company paid parental leave result in the receipt of more than 100% of the employee's regular base salary. The amount the Company supplements will be paid once claims have been processed with the state.

Mothers returning from eligible maternity leave are entitled to an additional four (4) weeks during a "Return-to-Work Phase." During this time, mothers can ease back into work on a part time basis (15-20 hours per week) paid at 100%.

Note that employees who give birth to two children at one time (twins) or adopt two children or have two children placed at the same time are entitled to a maximum of six (6) weeks of paid parental leave.

### **Coordination of Benefits/Interaction with Federal and State Laws**

Any leave taken pursuant to this PPL policy is subject to the requirements of any federal and state family leave laws. Any PPL leave shall run concurrently with any available FMLA leave and/or any available paid or unpaid federal or state leaves under any applicable law or program and is not to be in addition to any other leave. Eligibility and/or receipt of benefits from the state in which the employee works does not guarantee that the Company will provide the employee with PPL under this policy. At no time shall an employee earn more than 100% of the employee's regular salary.

### **Healthcare Insurance**

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits for which the employee is eligible will be continued during the PPL. Employees will be required to provide payment to the Company for the amount they normally contribute toward their healthcare insurance each month during a parental leave of absence.

### **Notification**

It is the employee's responsibility to provide advance notice to the People & Culture team at **PeopleOperations@LRN.com** with all the following information in writing at least thirty (30) days prior to the leave, or as soon as possible if the need for leave is unforeseeable:

- a. The reason the PPL is being requested.*
- b. The anticipated dates the PPL will begin and end.*
- c. Periodic updates to the employee's manager during the leave concerning the employee's work status, expected date of return, and continued intent to return to work upon expiration of leave.*
- d. Immediate notification of the employee's manager of a need to change the duration of the PPL.*

### **Failure to Return to Work**

Failure to return to work following a parental leave of absence pursuant to this policy will be considered voluntary resignation from employment and may result in termination, subject to applicable law.

As with all policies in this Handbook, the Company has discretion to terminate, modify or amend this policy at any time.

## **L. Personal Leave of Absence**

### **Eligibility and Request for Leave**

The Company may provide an unpaid personal leave of absence to an employee who has been employed by LRN for at least one (1) year. The employee may elect to use his or her accrued sick time, if applicable, during an approved personal leave of absence. An unpaid personal leave may be granted at the discretion of LRN on a case-by-case basis. When combined with a medical leave of absence, total leave time may not exceed sixteen (16) weeks in a twelve (12) month period unless otherwise dictated by state guidelines.

### **Coordination of Benefits/Interaction with State Laws**

Time off pursuant to this policy shall run concurrently with any time corresponding to the receipt of benefits under any applicable state program (not including workers' compensation, short-term disability). Eligibility and/or receipt of benefits from the state in which the employee works does not guarantee that the Company will provide the employee with personal leave under this policy.

### **Healthcare Insurance**

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits for which the employee is eligible will be continued during the personal leave of absence. Employees will be required to provide payment to the Company for the amount they normally contribute toward their healthcare insurance each month during a personal leave of absence.

### **Notification**

It is the employee's responsibility to provide the People & Culture team at **PeopleOperations@LRN.com** and inform their manager with all the following information in writing as soon as he/she becomes aware of the need for a personal leave of absence:

- The reason the leave of absence is being requested.
- The anticipated dates the leave of absence will begin and end.
- Periodic updates to the employee's manager during the leave concerning the employee's work status, expected date of return, and continued intent to return to work upon expiration of leave.
- Immediate notification of the employee's manager of a need to change the duration of the leave of absence.

### **Failure to Return to Work**

Failure to return to work following a personal leave of absence pursuant to this policy will be considered voluntary resignation from employment and may result in termination, subject to applicable law.

As with all policies in this Handbook, the Company has discretion to terminate, modify or amend this policy at any time.

## **XI. FAMILY AND MEDICAL LEAVE ACT**

### **A. FMLA**

The Company complies with the Federal Family and Medical Leave Act (“FMLA”). Below is a summary of rights and obligations under the FMLA.

#### **Eligibility**

##### ***Purpose of Leave***

Employees who: (1) have been employed by the Company for at least 12 months, (2) worked 1,250 hours in the last 12 months,<sup>1</sup> and (3) are employed at a worksite that has 50 or more employees within 75 miles are eligible to take an unpaid family and/or medical leave of absence as set forth below. The Company will designate any leave requested for an FMLA qualifying event as FMLA leave.

Eligible employees may take family leave for:

- the birth of a child and to bond with the newborn child;
- the placement of a child with the employee for adoption or foster care and to bond with the newly-placed child; or
- to care for the employee’s child, parent, or spouse<sup>2</sup> who has a serious health condition.

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<sup>1</sup> Special hours of service eligibility requirements apply to airline flight crew employees.

<sup>2</sup> “Spouse” is defined as a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage, including same-sex or common law marriage, as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or in the case of a marriage entered into outside the United States, is valid in the place where entered into and could have been entered into in at least one state.

Eligible employees may also take a medical leave to care for their own serious health condition.

Eligible employees may also take military family leave. There are two types of military family leave:

*a) Eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered servicemember may take up to 26 weeks of leave in a single 12-month period to care for a "covered servicemember" as defined below. A covered servicemember is (a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness<sup>3</sup>; or (b) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes the FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*b) Eligible employees with a spouse, son, daughter, or parent on covered active duty (or on notice of an impending call or order to covered active duty) in the Armed Forces may use their 12-week family leave entitlement to address certain qualifying exigencies. Qualifying exigencies include short notice deployment, attending certain military events, arranging for alternative childcare and school activities, addressing financial and legal arrangements, attending counseling sessions, rest and recuperation, and attending certain post-deployment activities.*

### **Definition of Serious Health Condition**

There are generally five ways to satisfy the definition of a "serious health condition" for purposes of the FMLA. They are as follows:

- a) **Hospital Stay:** If the employee, spouse, child or parent spent an overnight in a hospital, hospice or residential mental care facility, the employee may be eligible for FMLA leave.*
- b) **Incapacity:** If the employee, spouse, child or parent is incapacitated (absent from work or absent from other regular daily activities) for more than three (3) calendar days and is receiving continuing treatment from a "health care provider", the employee may be eligible for FMLA leave. For purposes of this policy, "continuing treatment" means:*
- the employee received treatment two or more times by a health care provider; or*
  - the employee was treated once by a health care provider and that treatment resulted in*

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<sup>3</sup> The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

- a regiment of continuing treatment.

c) **Pregnancy:** *If the employee, spouse, child or parent is incapacitated for any period of time due to pregnancy or prenatal care, the employee may be eligible for FMLA leave.*

d) **Chronic/Long-Term Health Condition:** *If the employee, spouse, child or parent is absent for any period of incapacity on account of a chronic condition or long-term health condition, the employee may be eligible for FMLA leave.*

e) **Multiple Treatments:**

*If the employee is absent for any period to receive multiple treatments by a health care provider either for restorative surgery after an accident/injury or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days, the employee may be eligible for FMLA leave.*

### **Duration of Leave**

An employee who meets the above eligibility requirements is entitled to take a maximum of 12 weeks of FMLA leave within a 12-month period. The applicable 12-month period begins on the date the employee's first FMLA leave begins.

FMLA leave taken to care for a newborn or a newly placed child must be concluded within one year of the birth or placement.

Employees caring for a spouse, son, daughter, parent, or next of kin who is a covered servicemember are entitled to take a maximum of 26 weeks of FMLA leave within a 12 month period for caring for the covered servicemember and any other FMLA-qualifying reason during this period

Where both parents are employed by the Company, the employees are entitled to a combined total of 12 work weeks of FMLA leave in a 12-month period for the following FMLA-qualifying reasons:

- the birth of a son or daughter and bonding with the newborn child;
- the placement of a son or daughter with the employee for adoption or foster care and bonding with a newly-placed child; and
- the care of a parent with a serious health condition.

When spouses are employed by the Company, the employees are entitled to a combined total of 26 weeks leave in a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who is a covered servicemember.



Eligible spouses who both work for the Company are each entitled to up to 12 workweeks of FMLA leave in a 12-month period, without regard to the amount of leave their spouses use, for the following FMLA-qualifying reasons:

- the care of a spouse or son or daughter with a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent who is a covered servicemember, is on active duty.

### **Intermittent or Reduced Schedule Leave**

FMLA leave for the birth or placement of a child must be taken in consecutive weeks, unless the Company approves an intermittent leave. FMLA leave for serious health conditions of the employee or the employee's family may be taken intermittently or on a reduced leave schedule when medically necessary, and upon appropriate documentation to the Company.

For example, if an employee with cancer is capable of working, with the exception of the time off necessary to receive radiation treatments once a week, that employee would be entitled to intermittent FMLA leave for any time necessary on account of the radiation. The time off for the radiation treatment would count towards the employee's entitlement to 12 weeks of FMLA leave. In other words, if the employee needed 5 days off each month, the employee could spread out the 12 weeks/60 days of intermittent leave, under the FMLA so that it lasts for the entire 12-month period (*i.e.*, 5 days a month X 12 months = 60 days). Time on FMLA leave will be tracked in one-hour increments.

### **Requesting Leave**

#### ***Employee Notice***

Employees should provide at least 30 days advance notice before taking FMLA leave if the need for the leave is foreseeable based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. Employees should provide such notice by submitting a request to the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) with a copy to their manager. If 30 days is not practicable, notice must be given as soon as practicable. If an employee fails to give the required 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the Company may delay the employee's taking of FMLA leave until at least 30 days after the date the employee provides notice to the employer.

### **Medical Certification**

When an employee requests foreseeable leave and provides at least 30 days' notice, the employee should submit to the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com) a medical certification issued by the health care provider of the employee or the employee's family member *before* the requested leave begins. Where advance notice is not practicable, the employee should submit the medical certification as soon as practicable.

Where the certification is for the birth or placement of a child, the certification need only state the date of birth or date of placement, whichever is appropriate.

Where the certification is for the serious health condition of a family member, the certification shall include the following information:

- *the date on which the serious health condition began;*
- *the probable duration of the condition;*
- *a statement indicating which part of the definition of "serious health condition" applies to the patient's condition;*
- *the appropriate medical facts within the provider's knowledge which support the certification, including a brief statement as to how the medical facts meet the criteria of the definition;*
- *whether it will be necessary for the patient to take intermittent or reduced schedule leave, and if so, the probable schedule of such leave;*
- *if the condition is pregnancy or "chronic," the certification must state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;*
- *if additional treatments will be required for the condition, an estimate of the probable number of such treatments; and*
- *if a "regimen of continuing treatment" is required, a general description of the regimen.*

Where the certification is for the serious health condition of the employee, the certification shall include all of the above information as well as the following:

- *whether the employee is unable to perform any one or more of the job's essential functions, based upon a statement of the essential functions the employee is unable to perform; and*
- *whether the employee must be absent from work for treatment.*

The required information set forth above must be contained on the specific "Certification of Health Care Provider" form which is available from the People & Culture team at **PeopleOperations@LRN.com**. Failure to provide this form in a timely manner may result in delay in employee's ability to take leave.

The Company may require a second or third medical opinion at its own expense. The Company also reserves the right to request recertification's of a serious health condition, consistent with the guidelines set forth in the FMLA, at the employee's expense.

### **Certification of Qualifying Exigency**

An employee seeking qualifying exigency leave may be required to submit a Certification of Qualifying Exigency for Military Family Leave. This form is available from the People Operations team. Qualifying exigency leave will be governed by, and handled in accordance with the FMLA and applicable regulations. Nothing within this policy should be construed to be inconsistent with those regulations.

### **Requests for Extension**

If an employee needs an extension of leave, he/she must provide an updated Medical Certification of Health Care Provider to the People & Culture team at **PeopleOperations@LRN.com** within 30 days prior to the expiration of the currently approved leave. If 30 days is not practicable, notice must be given as soon as practicable. If an employee fails to give the required 30 days' notice with no reasonable excuse, the Company may delay the employee of taking FMLA leave.

### **Compensation**

FMLA leave is generally unpaid, with the exception of the use of any accrued paid leave (e.g., sick and safe time) and/or state disability or family leave benefits.

The substitution of paid leave time for unpaid FMLA leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period. In no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. **Your FMLA leave runs concurrently with all other types of paid leave, including but not limited to LRN paid parental leave, accrued sick time that is substituted for unpaid FMLA leave, and any state family leave laws, to the extent permitted by state law.**

### **Benefits Continuation**

The Company will maintain each employee's group health benefits during any FMLA leave of absence, under the same terms and conditions of coverage that would prevail had the employee not gone on leave. Employees will receive a letter detailing the terms for the continuance of their group health benefits, including the fact that coverage may be terminated if the employee's premium payment is more than 30 days late. The Company may recover any premium it has paid for maintaining group health care coverage during any unpaid part of the leave if the employee fails to return from leave, if the failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee.

Employees who are out on unpaid FMLA leave and are not utilizing any other form of accrued paid leave (*e.g.*, sick leave) will not be paid for holidays during such period of leave.

### **Returning to Work**

#### **Medical Certification**

When an employee is ready to return to work after taking leave due to his or her own serious health condition, the employee must present certification from the employee's physician that the employee is able to safely perform all of the essential functions of the position or can do so with reasonable accommodation. The Company may delay restoration to employment until the employee submits a required fitness-for-duty certification.

#### ***Reinstatement Rights***

Except where the law provides a different result, employees are entitled, upon return from FMLA leave, to be reinstated into the positions held before going on leave, or to be placed in comparable positions with virtually identical employment benefits, pay, and other terms and conditions of employment. However, employees have no greater right to reinstatement or to other benefits and conditions of employment than if they had been continuously employed during the FMLA period. Furthermore, employees have no right to assurances of permanent employment and their employment with the Company continues to be at-will.

### **Failure to Return**

Employees who do not return to work upon the expiration of their leave will be considered to have voluntarily resigned or abandoned their job, except when their failure to return is on account of circumstances outside of their control. Employees will be required to present proof of such circumstances at the Company's request.

### **Relationship with Workers' Compensation, State Disability Benefits, and Other Leaves**

An eligible employee's 12-week FMLA entitlement runs concurrently with all other leaves for FMLA-qualifying health conditions, including, but not limited to, short-term disability, workers'

compensation, LRN paid parental leave, and all other qualifying paid leaves. Employees who sustain a work-related injury may be eligible for Workers' Compensation benefits for the period of disability in accordance with all applicable laws covering occupational disability. If such work-related injury also qualifies as a "serious health condition" within the meaning of the FMLA, the employee's Workers' Compensation leave will also be counted towards the employee's FMLA leave entitlement. Employees unable to work because of their own non-work-related health condition may be eligible for temporary disability benefits under state law. If the employee's non-work-related health condition also qualifies as a "serious health condition" under the FMLA, any disability leave the employee takes will be counted toward the employee's FMLA leave entitlement.

### **Questions Regarding Family or Medical Leave**

These provisions are susceptible to change from time to time, and, thus, employees who have questions with respect to their eligibility for family or medical leave, or the terms and conditions of such leave, should contact the People & Culture team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com).

#### **B. New York Paid Family Leave (New York Employees Only)**

Under New York's Paid Family Leave Law (NYPFL), once an employee who physically works in New York State has completed 26 or more consecutive weeks of full-time service with the Company or 175 days of part-time service, you are eligible to take time off for:

- *Providing care, including physical or psychological care, for a close family member with a serious health condition.*
- *Bonding with your child during the first 12 months after your child's birth, or the first 12 months after the child is placed with you for adoption or foster care.*
- *Any qualifying exigency under the federal Family and Medical Leave Act (FMLA), relating to when a military spouse, child, or parent is on covered active duty or called to active duty status.*

For additional information on the NYPFL, please contact People & Culture Team at [PeopleOperations@LRN.com](mailto:PeopleOperations@LRN.com).

### **Definitions**

For purposes of this policy, child means your biological, adopted, foster, or stepchild, your legal ward, a child of your domestic partner, or a child to whom you stand in loco parentis.

For the purposes of this policy, family members include your child, parent, grandparent, grandchild, spouse, or domestic partner. The definition of parent includes your biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or another person who stood in loco parentis to you when you were a child. As of January 1, 2023, the definition of family members will also include your sibling, which is defined as your biological or adopted sibling, a half-sibling or a step-sibling.

### **Amount of Time Off and Pay During Leave**

Employees taking leave will receive 67% of their average weekly wage, up to a cap of 67% of the applicable State Average Weekly Wage (\$1,450.17 in 2021). For 2022, the maximum benefit is \$1,068.36.

In addition, you can opt to use any accrued sick time, if applicable, to supplement the NYPFL benefits to full pay. NYPFL is funded through employee payroll contributions that are set each year to match the cost of coverage.

### **Interaction with Disability Benefits**

If you are also eligible for disability benefits under New York law, you may take a combined maximum of 26 weeks of disability/NYPFL leave during any 52-week period. You may not receive disability benefits and paid family leave benefits at the same time.

### **Notice of Leave**

If you wish to take NYPFL leave and the need for your leave is foreseeable, you must give the Company at least 30 days' written notice before the date family leave is expected to begin. If your leave is foreseeable but must begin in less than 30 days, you must provide notice to the Company as is practicable. If the need for family leave is not foreseeable, you must provide written notice to the Company within 30 days after the period of disability begins.

### **Certification**

You must provide the Company's insurance carrier proof of the need for family leave within 30 days after the leave commences. The Company's insurance carrier may require additional proof from time to time but not more often than once a week. Please contact the People & Culture team to discuss what proof may be necessary to support your claim for paid family leave benefits.

### **Maintenance of Benefits During Leave**

The Company will continue to maintain coverage under its health benefits plans for the duration of the NYPFL, as long as employees continue to pay their premiums for such benefits. If an employee is more than 30 days late on a premium payment, the Company reserves the right to cancel the coverage. The Company will provide at least 15 days' notice that the coverage is being cancelled for failure of the employee to pay.

You will not accrue other benefits, such as vacation, sick days or personal days during NYPFL.

### **Returning to Work**

On your return from NYPFL leave, the Company will reinstate you to your original position, or if no longer available, a comparable position with comparable terms and conditions of

employment, including pay and employment benefits. Use of NYPFL leave cannot result in the loss of any employment benefit that accrued before the start of your family leave that was not used during your family leave.

**Concurrent with FMLA Leave**

Any leave taken under the NYPFL will run concurrently with leave under the FMLA if the leave is for a reason that qualifies under the FMLA.

**No Retaliation**

Retaliation against an employee who requests or takes leave under this policy is strictly prohibited.

## **XII. HEALTH & SAFETY**

### **A. Inclement Weather Policy**

The Company will operate in inclement weather except in extreme circumstances affecting remote operations. Reach out to your manager if you are not sure if the office will be open for in-person work. Employees who are unable to work in the office due to inclement weather will generally be required to work remotely. Employees must notify their manager as soon as possible if they are unable to work remotely due to inclement weather.

### **B. Occupational Injury and Illnesses**

Employees must report all accidents, injuries and illnesses, no matter how small, to their manager. The Company carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. Workers' compensation insurance is intended to provide medical care and partial pay for lost time resulting from certain occupational injuries and illnesses.

If the employee's injury or occupational disease constitutes a "disability" or "handicap," any time away from work will simultaneously count toward such employee's entitlement to leave under the Americans with Disabilities Act, if applicable, and any other applicable state or federal law.

Employees on leave as a result of an occupational injury or illness may be required to periodically update the Company on information concerning such employees' health status, anticipated date of return to work and continued intent to return to work. IF AN EMPLOYEE DOES NOT COMPLY WITH THIS REPORTING REQUIREMENT, THE COMPANY MAY DELAY THE EMPLOYEE'S CONTINUATION OF MEDICAL LEAVE.

In all possible cases, the employee will be returned to light duty whenever medically feasible and in accordance with applicable law.

Employees who are out of work for more than six (6) days may return to work only after providing the Company with a release to work from a medical provider. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the Company can operate efficiently. If the job no longer exists or has been filled, the employee will be offered a substantially similar position, if available. If the employee has been released with limitations but is capable of performing the essential functions of the job, then the Company shall reasonably accommodate the employee to the extent required under the Americans with Disabilities Act, and any other applicable state or federal law. All such transfers, if made, are conditional upon written approval from the employee's doctor.

If the Company receives medical evidence satisfactory to it that the employee will be permanently unable to resume safely all of the essential functions of the job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, the employee may be terminated. Employees who fail to return to work at the conclusion of any



leave of absence, including any extension of such leave, will be considered to have voluntarily terminated employment.

This policy is not intended to afford employees with any greater rights than those which already exist under state and federal law.

**C. Disease Prevention**

LRN will comply with the New York Health and Essential Rights Act (NY HERO Act) and will make reasonable efforts to protect employees against exposure to airborne infectious diseases.

**D. Policy Prohibiting Use of Drugs and Alcohol**

LRN maintains a drug-free workplace. Employees that work while under the influence of drugs or alcohol pose a safety risk to themselves and others with whom they work. The following policy is in keeping with the Company's strong commitment to provide a safe, efficient, and productive work environment.

The Company recognizes drug dependency as an illness and a major health problem. Conscientious effort to seek such help will not jeopardize any employment and will not be noted in any personnel record as long as the employee seeks treatment and rehabilitation before they are disciplined for violation of this policy.

**Prohibited On The Job Conduct and Sanctions**

You are expressly prohibited from engaging in any of the following acts either (1) on duty while or conducting or performing Company business, whether on or off Company premises; or (2) on Company premises or traveling in a Company provided vehicle, whether or not on duty or conducting or performing Company business. Engaging in such conduct will result in disciplinary action, up to and including discharge.

- The use or possession of any illegal drug, controlled substance, or drug-related paraphernalia.
- The actual or intended sale, distribution, manufacture or purchase of any illegal drug, controlled substance, or drug-related paraphernalia, including prescription medication that is not prescribed to the employee.
- Testing positive for use of an illegal drug or controlled substance, other than cannabis/marijuana, except where such disciplinary action is otherwise permitted by law.
- The abuse of prescription drugs.

- Being under the influence of any illegal drug or controlled substance, including manifesting impairment by cannabis/marijuana that decreases or lessens the performance of your duties or tasks or otherwise interferes with the Company's obligation to provide a safe and healthy workplace.
- Being convicted or pleading guilty under any federal, state or local drug statute for a violation occurring in the workplace, on Company business or in a Company provided vehicle. Pursuant to the Drug Free Workplace Act, the Company is required to notify government officials whenever an employee is convicted or pled guilty to a drug related crime occurring in the workplace. Accordingly, you are required to advise Margaret Sweeney, Chief Human Resource Officer at (212) 920-9169 or [margaret.sweeney@lrn.com](mailto:margaret.sweeney@lrn.com) within five (5) calendar days of such conviction or plea. Failure to do so will result in discharge. In determining whether to take any disciplinary action, the Company will not rely solely on any arrest, charge, conviction or adjudication for cannabis-related offenses.

While the use of cannabis/marijuana has been legalized under New York and other state laws for medicinal and adult recreational uses, it remains an illegal drug under federal law and its use as it impacts the workplace is prohibited by this policy to the fullest extent permitted by law. You may not be impaired by cannabis/marijuana while on duty or at work, even if you have a valid prescription for medical cannabis/marijuana.

Illegal substances will be confiscated and turned over to the appropriate law enforcement agency.

Consuming alcoholic beverages during business hours must be done in moderation, appropriately, and in a responsible manner and only during Company-sponsored functions, events or meals. Employees should exercise good professional business judgment when consuming alcohol at any event, including but not limited to events where clients or potential clients are present or may be present. The following is prohibited for all employees:

Consumption of alcohol on or away from the Company's premises in such a way that it interferes with an employee's job performance including but not limited to: (i) becoming unfit to perform assigned job duties; (ii) creating potential safety risks to themselves, our clients, co-workers, the general public, and Company property; and/or (iii) impugning the Company's reputation.

## **Off the Job Conduct**

If you are involved with illegal drugs, controlled substances or the abuse of prescription drugs off the job and such involvement has or may have an adverse effect on the Company, you will be subject to reassignment or disciplinary action up to and including discharge to the fullest extent permitted by law. The Company also does not discriminate against employees solely on the basis of off-duty use of medical marijuana in compliance with applicable medical marijuana law. The Company will not take adverse action against you solely because you do or do not smoke, vape, aerosolize or otherwise use cannabis/marijuana items.

Employees must be fully aware of and comply with any work restrictions that should be observed while taking a drug. If use of a drug may affect an employee's ability to perform the job, the employee must notify Margaret Sweeney, Chief Human Resource Officer at (212) 920-9169 or [margaret.sweeney@lrn.com](mailto:margaret.sweeney@lrn.com). This information will be kept confidential to the fullest extent feasible.

All employees must abide by this policy as a condition of employment. Violation of this policy can result in disciplinary action, up to and including immediate termination, even for a first offense. LRN also reserves the right to discipline or terminate employees convicted of an offense which involves the use, possession, manufacturing, dispensing or distribution of illegal drugs or alcohol.

### **E. Smoking**

LRN maintains a smoke-free workplace and thus smoking, whether with cigars, cigarettes or e-cigarettes, is not permitted within the building or directly in front of the entrance to the building. Employees who wish to smoke may smoke on their lunch outside of facilities. The Company does not provide employees with any smoking breaks.

### **F. Background Checks and Authorizations**

The Company requires that applicants and employees satisfactorily complete a background check. The Company will conduct individualized assessments and analyze the background check results, in accordance with applicable law, before concluding that the background check was satisfactory. All information obtained as a result of a background check will be used solely for employment purposes. Although applicants and current employees may refuse to authorize the Company to conduct a background check, the Company has the right to take adverse employment action, e.g., termination, demotion, refusal to promote or hire, upon the applicant's or teammate's refusal to authorize the Company's procurement of such a background check.

At all times in conducting a background check, and making employment decisions based on any background check, the Company will take appropriate steps to comply with the Fair Credit

Reporting Act (the “FCRA”) and any other applicable state or local law, including any applicable Ban the Box laws.

When a background check is required, you must complete the Company’s authorization form. Failure to timely complete an authorization may result in termination of the Company’s consideration of your application. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

### **Confidentiality**

All background check information will be kept confidential. The Company complies with all applicable federal and state and local laws regarding background checks.

### **Administration of this Policy**

The People & Culture team is responsible for the administration of this policy. If you have any questions regarding this policy or if you have any questions about background checks that are not addressed in this policy, please contact the People & Culture team at [\*\*PeopleOperations@LRN.com\*\*](mailto:PeopleOperations@LRN.com).

### **G. Safety Rules**

Safety is to be given primary importance in every aspect of planning and performing all LRN activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Please report all injuries no matter how slight to your manager immediately, as well as anything that needs repair or is a safety hazard.

### **H. Security**

Maintaining the security of LRN buildings and property is every employee’s responsibility. Employees are expected to develop habits that ensure security as a matter of course. For example:

- *Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.*
- *Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.*
- *When you leave the Company’s premises make sure that all entrances are properly locked and secured.*

## **I. Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of LRN, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, clients, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Report to your manager or Margaret Sweeney, Chief HR Officer, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### **XIII. TERMINATION**

#### **A. Dismissal**

As mentioned above, your employment with LRN is “at will.” LRN hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company requests that you provide a much notice as possible, but at a minimum, two weeks’ notice of your resignation. If you are a manager, you are requested to provide a minimum of four weeks’ notice. Provide a written resignation letter to your manager and the People & Culture team at **PeopleOperations@LRN.com**. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

#### **B. Exit Interviews**

In instances where an employee voluntarily leaves our employ, LRN management would like to discuss your reasons for leaving and any other impressions that you may have about the Company. If you decide to leave, you may be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will provide insights into possible improvements we can make. All information will be kept confidential to the extent possible and will in no way affect any reference information that LRN management will provide another employer about you.

#### **C. Reference Checks**

It is LRN’s policy to provide limited references with respect to employees who have left our employ. Specifically, company policy is to provide only the dates of employment and positions held for former employees.

During the course of your employment at LRN, you may receive inquiries regarding current or former employees or requests for letters of reference from former employees. It is our policy to refer every such inquiry to the People & Culture team at **PeopleOperations@LRN.com**. You may not respond to these inquiries or requests yourself. Violation of this policy may lead to discipline up to and including discharge.

#### **D. Return of Company Property**

Any Company property issued to you, such as your keys, security entrance card, etc. must be returned to the Company at the time of your dismissal or resignation, or whenever it is requested by your manager or another member of management. You are responsible to reimburse the Company for any lost or damaged items.

#### **XIV. XV WHISTLEBLOWER PROTECTIONS**

New York law prohibits an employer from taking any retaliatory action against employees (including former employees) and independent contractors who report unlawful or dangerous business activities, policies or practices. Retaliatory action includes adverse action by the Company to discharge, threaten, penalize, or in any other manner discriminate against any individual exercising their rights protected under the law. Specifically, the Company will not take any retaliatory action against any employees, former employees or independent contractors because they do any of the following:

- disclose, or threaten to disclose to a manager or to a public body an activity, policy or practice of the Company that the individual reasonably believes is in violation of law, rule or regulation or poses a substantial and specific danger to the public health or safety;
- provide information to, or testify before, any public body conducting an investigation, hearing or inquiry into any such activity, policy or practice by the Company; or
- object to, or refuse to participate in any such activity, policy or practice.

The protection against retaliatory action relating to disclosure to a public body does not apply unless the individual makes a good faith effort to notify LRN by bringing the activity, policy or practice to the attention of a manager and affording the Company a reasonable opportunity to correct such activity, policy or practice. Notification is not required if:

- There is an imminent and serious danger to the public health or safety;
- The individual reasonably believes that reporting to the manager would result in a destruction of evidence or other concealment of the activity, policy or practice;
- The activity, policy or practice could reasonably be expected to lead to endangering the welfare of a minor;
- The individual reasonably believes that reporting to the manager would result in physical harm to them or any other person; or
- The individual reasonably believes that the manager is already aware of the activity, policy or practice and will not correct such activity, policy or practice.

#### **EXHIBIT A**

## **LRN COMPLAINT FORM FOR REPORTING HARASSMENT OR DISCRIMINATION**

*Instructions:* If you believe that you have been subjected to harassment or discrimination in violation of the Company's Anti-Harassment/Discrimination Policy, you are encouraged to complete this form and submit it to the Margaret Sweeney, Chief Human Resource Officer at (212) 920-9169 or [margaret.sweeney@lrn.com](mailto:margaret.sweeney@lrn.com). You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, the Company will follow its Anti-Harassment/Discrimination Policy by investigating the claims.

For additional resources, visit: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

### **COMPLAINANT INFORMATION**

Name:

Home Address:

Home Phone:

Job Title:

Work Address:

Work Phone:

Email:

Preferred Communication Method:

### **MANAGER INFORMATION**

Manager's Name:

Title:

Work Phone:

Work Address:

### **COMPLAINT INFORMATION**

1. Your complaint of harassment or discrimination is made about:

- Name:
- Title:
- Work Address:
- Work Phone:



- Relationship to you: ☐ Manager ☐ Subordinate ☐ Co-Worker ☐ Other
- 2. Please describe what happened and how it is affecting you, and your reasons for concluding that the conduct is harassment or discrimination. Please use additional sheets of paper if necessary or attach any relevant documents or evidence.
- 3. Date(s) harassment or discrimination occurred:

Is the harassment or discrimination continuing? ☐ Yes ☐ No

- 4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint:
- 5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

*I request that the Company investigate this complaint of harassment or discrimination in a timely and confidential manner (to the extent possible and in accordance with applicable law) and advise me of the results of the investigation.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Addendum

# STOP SEXUAL HARASSMENT ACT FACTSHEET

All employers are required to provide written notice of employees' rights under the Human Rights Law both in the form of a displayed poster **and** as an information sheet distributed to individual employees at the time of hire. This document satisfies the information sheet requirement.

### The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, can require the violator to undergo training, and can mandate other remedies such as community service.

### Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

### Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

### Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak

out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

### Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

**Report sexual harassment to the NYC Commission on Human Rights. Call 718-722-3131 or visit [NYC.gov/HumanRights](http://NYC.gov/HumanRights) to learn how to file a complaint or report discrimination. You can file a complaint anonymously.**

### State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law where statutes of limitations vary.

To file a complaint with the New York State Division of Human Rights, please visit the Division's website at [www.dhr.ny.gov](http://www.dhr.ny.gov).

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at [www.eeoc.gov](http://www.eeoc.gov).

     @NYCCHR  
[NYC.gov/HumanRights](http://NYC.gov/HumanRights)

**NYC**  
BILL DE BLASIO  
Mayor

**Commission on  
Human Rights**  
CARMELYN P. MALALIS  
Commissioner/Chair