

# gevity

people 1st

Welcome to Gevity! Enclosed you will find valuable information about Gevity that you should review. Once you read this information, please fill out, sign and date page 8 of this document and the W-4, then return them to your Employer. Keep the remainder for your records.

What does Gevity offer you and your Employer? Your Employer and Gevity have reached an agreement for Gevity to provide your Employer with comprehensive HR services. This means that you are now a co-employee of your Employer and Gevity. Your Employer will continue to handle on-site Employer responsibilities and Gevity will assume certain off-site Employer responsibilities.

Who is Gevity? As the Human Capital Management Solution of Choice, Gevity helps your Employer find the right people, develop and manage its people, retain its best employees, manage the paperwork, and protect its business.

These services are provided through specific offerings, such as recruiting assistance, training, benefits administration, payroll processing and paperwork management, and employment-related regulatory compliance. Gevity's business solutions are delivered through expert personal consultation, in addition to Gevity HR Central™, our online HR and payroll community exclusively for employees, managers and business owners.

The following chart demonstrates how your Employer and Gevity will work together under our new partnership.

Your Employer Continues to be Responsible For:	Gevity is Responsible For:
Compensating you for your work, providing benefits and determining paid time off policies	Processing and issuing your paycheck as determined by your Employer
Hiring and termination decisions	Providing consultation, tools and guidance to assist in finding and retaining quality employees like yourself
Managing your day-to-day work: providing training and development opportunities and providing performance appraisals and appropriate salary adjustments	Providing consultation, tools and guidance to assist in your development and management
Delivering rewards and incentives	Providing consultation, tools and guidance to help your Employer retain its best employees
Informing you of your benefit options	Negotiating, delivering and administering comprehensive health and retirement benefits to you and your family
Running the business and making business decisions	Managing the paperwork, including your payroll and payroll processing, tax filing and administration, W-2 preparation and more
	Helping your Employer protect its business by providing workers' compensation coverage and assuming some of the Employer-related liability

As a co-employee of Gevity, you'll enjoy a host of other benefits.

**Get added convenience.**

You can report your weekly hours, view benefits, year-to-date wages and much more with Gevity HR Central™, our Web-based HR and payroll community ([www.gevityhrcentral.com](http://www.gevityhrcentral.com)).

**Enroll in quality coverage.**

If your Employer has elected to receive employee healthcare and additional insurance benefits, you will have access to Gevity's quality medical, dental and vision coverage from well-known, respected providers. If your company has chosen our 401(k) retirement plan, you will be able to select from Morningstar four- and five-star rated funds.

**Enjoy valuable discounts.**

From cell phones and computers to rental cars and theme parks, enjoy a variety of discounts and special offers exclusively for Gevity clients and employees. These specials include offerings from retailers, buying clubs, banks, credit unions and more. To learn more, please visit the Marketplace at [www.gevityhrcentral.com](http://www.gevityhrcentral.com).

Gevity and our dedicated team of service professionals look forward to serving you. If you would like to learn more or to speak with a Gevity Client Services Professional, visit us online at [www.gevityhrcentral.com](http://www.gevityhrcentral.com), call toll-free 1.866.2GEVITY (1.866.243.8489) or locally 941.748.4540, or write us at: Gevity HR, Inc. 600 301 Boulevard West, Bradenton, Florida 34205.

Please remember to fill out, sign and date page 8 of this document and the W-4, then return them to your Employer.

**LEGAL DISCLOSURE:** Under a contract ("Contract") between Gevity and your Employer ("Employer"), Employer retains its status as your Employer and Gevity will become a co-Employer providing benefits, payroll services and HR services from the time Gevity issues your first paycheck until your employment with your Employer terminates, or until the Contract terminates, whichever occurs first. If the Contract is terminated, Gevity's Employer responsibilities will terminate on the date the Contract terminates; Employer will then determine whether you will remain an employee of Employer.

New employees will be hired by your Employer before they are enrolled on Gevity's benefit and payroll system. Unless Gevity and Employer sign an additional agreement, Gevity will not have an on-site representative at your work site (except in Minnesota where one of Employer's managers will be designated as an "on-site supervisor").

Any agreement between you and your Employer regarding terms of your employment, or any compensation agreement, non-compete agreement or confidentiality agreement will not be affected by the arrangement with Gevity; i.e., your rights and obligations under your agreement with your Employer remain intact. Gevity will not ratify, adopt or become subject to any such agreement. In regard to Gevity, you will be an at-will employee and there will be no written, verbal or implied contract between you and Gevity. In the event Employer maintains policies providing for paid leave benefits such as vacation, "PTO," sick leave or severance pay, Employer is solely responsible for paying any accrued benefits under such policies during your employment and/or at the time your employment terminates. Gevity does not provide, and has no policy providing for, vacation or other paid leave benefits for you or other employees of Employer. To the extent paid leave benefits are paid to you through Gevity's payroll system, it is solely as a service on behalf of Employer. Similarly, to the extent Employer provides other benefits pursuant to policies to which Gevity is not a party, such as stock options, bonuses, profit sharing, retirement benefits, and so forth, Employer is solely responsible for providing the benefits required by those policies.

You will receive paychecks from Gevity, but Employer is obligated to pay Gevity for the full amount of your wages. Employer continues to be obligated to comply with federal and state wage and hour laws and is obligated to give Gevity accurate reports with wage and hour information reflecting all compensation due to you for each pay period. If you believe that Employer has reported inaccurate wage and hour information to Gevity, or that your paychecks do not include all wages due, or if you have any questions about your rights under any laws, call Gevity's Wage & Hour Department at 1.866.2GEVITY, extension 4777.

Please review Gevity's "Anti-Harassment and Mutual Respect Policy" on page 5 of 10. While you are receiving paychecks from Gevity, if you believe you are subjected to any type of discrimination, including discrimination because of race, sex, age, religion, color, national origin, disability, or marital status, or you believe you are subjected to any type of harassment, including sexual harassment, you should immediately contact the appropriate manager at your Employer and should also call Gevity's Client Services Department at 1.800.2GEVITY, extension 4700, in order to obtain assistance in the resolution of such matters.

**To EMPLOYEES in ALL STATES:** This Legal Disclosure is a Notification of Co-Employer arrangement. By signing the portion of this notification that is returned to Gevity, you (i) acknowledge receipt of the following documents contained in this package: a separate copy of this Notification, the FMLA policy, the Anti-Harassment and Mutual Respect Policy, and the WC information and procedure sheet; (ii) authorize Gevity to obtain verification of your Social Security Number from a consumer reporting agency; (iii) understand that any work-related injuries you sustain while you are on Gevity's payroll are covered under state WC statutes and that both Gevity and your Employer are employers protected by the exclusive remedy under such WC statutes.

**FLORIDA:** Under Florida Statutes §443.101 (10), in order to be qualified to collect unemployment benefits if your employment through Gevity terminates, you need to contact Gevity's Reemployment Department at 1.800.448.4095 within ten (10) days of your job separation to register for possible reassignment to another Employer. If you fail to do this in a timely manner, you may be disqualified from receiving unemployment benefits.

**In MONTANA:** Gevity reserves a right of direction and control over employees assigned to your Employer and retains authority to hire, terminate, discipline and reassign employees. Employer has the right to accept or cancel an employee's assignment and retains sufficient direction and control over employees necessary to conduct business and without which Employer would be unable to conduct business, discharge fiduciary responsibilities or comply with state licensing laws.

**In NEW HAMPSHIRE:** Gevity HR, LP is licensed as an employee leasing company in New Hampshire but the New Hampshire Department of Labor does not recognize the concept of "co-employment." Notwithstanding any language to the contrary elsewhere in this Notification or in other documents Gevity delivers to you, in the State of New Hampshire Gevity HR, LP is the sole Employer of employees who receive pay checks from Gevity HR, LP.

**In SOUTH CAROLINA:** Employer and Gevity are subject to the Workers' Compensation Act of South Carolina. In case of accidental injury or death to an assigned employee, the employee's supervisor must immediately notify Gevity's workers' compensation carrier at 1.866.4GEVITY. You need to understand that failure to give immediate notice on your behalf may be the cause of serious delay in the payment of compensation to you or your beneficiaries and may result in failure to receive any compensation benefits.

**In TENNESSEE:** Employer determines the amount of your compensation and the benefits and insurance to which you are entitled, except for coverage for unemployment and workers' compensation which are provided through Gevity.

**In TEXAS:** Your signature below is also an acknowledgment that you have received your wallet-size card (2" x 3") containing information about the Texas Department of Licensing and Regulation. Under §207.045 of the Texas Unemployment Compensation Act, in order to be qualified to collect unemployment benefits if your employment through Gevity terminates, you need to contact Gevity's Reemployment Department at 1.800.448.4095 within ten (10) days of your job separation to register for possible reassignment to another Employer. If you fail to do this in a timely manner, you may be disqualified from receiving unemployment benefits. Gevity owns four licensed companies in Texas: Gevity HR, LP; Gevity HR IV, LP; Gevity HR IX, LP; and Gevity HR X, LP. You would be co-employed through, and receive paychecks from, one of these companies.

**In UTAH:** Gevity does business under the name Gevity HR, LP. Even if you were an employee of your Employer before the effective date of the co-Employer arrangement, you cannot be forced to be leased to Employer. Under Utah law, if Employer or the terms and conditions of employment are not acceptable to you, you can terminate your employment. Employer determines the amount of your compensation and the benefits to which you are entitled. Gevity will see amounts that are to be paid to you or to others on your behalf (such as government agencies or insurance companies) will be paid during the term of the Contract. To reach the individual who is your contact with Gevity, call 1.866.2GEVITY and ask for the Client Services Professional.

# FAMILY AND MEDICAL LEAVE ACT POLICY

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The Family and Medical Leave Act (FMLA) generally provides for up to 12 workweeks of unpaid, job protected leave to eligible employees for the birth or adoption of a child, the placement of a child in foster care and for certain specified medical reasons.

**AUTHORITY:** Gevity and your Employer have full responsibility and authority to grant and extend leaves of absence under this FMLA policy.

**ELIGIBILITY:** To be eligible for FMLA leave (up to 12 weeks of leave in a 12 month period), you must be employed by Gevity or a covered Employer for at least 12 months and you must have worked at least 1,250 hours in the 12 months preceding the date leave is to commence.

## TYPES OF FMLA LEAVE

**A. SERIOUS ILLNESS/ INJURY LEAVE:** You may take leave for your own serious health condition or to care for your spouse, child, or parent who has a serious health condition. All periods of qualifying absence will be documented as FMLA so as to be able to determine leave eligibility in the future. You must furnish medical certification justifying the leave request. To request FMLA leave for serious illness/injury, submit an "Application for Family Medical Leave" form with a "Certification of Health Care Provider" indicating that you or your family member has a serious health condition 30 days in advance. If this is not possible because the illness/injury was unforeseen, notice must be given as soon as possible. If you fail to give timely advance notice when the need for leave is foreseeable, leave may be denied until thirty (30) days after your notice is received. When you request leave, ask for the "Certification of Health Care Provider" form. If you do not provide the required medical certification within fifteen (15) days of your request for leave, your leave may be denied. Recertification may be required every thirty (30) days. You may be required to provide reasonable documentation of family relationship if the leave is to care for a family member. A husband and wife who are both employed by the same Employer, and are both FMLA eligible, will be eligible for a combined total of 12 weeks of leave during any 12-month period if the leave is taken to care for the employee's parent with a serious health condition. You may take leave intermittently or on a reduced schedule only where medically necessary. While you are on an intermittent or reduced leave schedule, to better accommodate your leave, you may be temporarily transferred to an available alternative position that has equivalent pay and benefits.

**B. BIRTH, ADOPTION, OR FOSTER CARE LEAVE:** You may take leave to care for a newborn child or for securing the placement of a child through adoption or foster care. Recertification of the request may be required every thirty (30) days. A husband and wife who are both employed by the same Employer and are both FMLA eligible will be limited to a combined total of 12 weeks leave during any 12-month period under this birth, adoption or foster care policy. The limitation on the combined leave total does not apply if the leave is to care for your child's serious illness. Intermittent leave will not be permitted unless the child has a serious health condition. This will require a medical certification from the attending physician. Your eligibility for leave expires at the end of the 12-month period beginning on the date of birth or placement unless state law permits a longer period.

**C. WORKERS' COMPENSATION ("WC") LEAVE:** Leave for a serious health condition resulting from injury on the job may run concurrently with a WC absence when the injury is one that meets the criteria for a serious health condition. All active employees are eligible for WC leave but may not be eligible for FMLA leave. As the WC absence may not be unpaid leave, the provision for substitution of any paid vacation or sick time may not apply. However, if the health care provider treating you for the WC injury certifies that you are able to return to a light duty job, but you are unable to return to the same or equivalent job, you may decline the offer of light duty work. As a result, you may lose WC payments but you are eligible to remain on unpaid FMLA leave until the 12-week period is exhausted. On the date WC benefits cease, you may be required to substitute any available paid vacation or sick time. An employee who is receiving payments as a result of a WC injury must make arrangements with Gevity for payment of group health benefits when simultaneously taking unpaid leave. If your FMLA leave expires after 12-weeks of concurrent WC and FMLA leave, and you are unable to return to work, you are no longer entitled to FMLA protection.

**II. REPORTING WHILE ON LEAVE:** While on FMLA, you must contact the designated person at your Employer on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work. Also, as soon as practicable (within 2 business days, if possible) you must give notice to Gevity's FMLA Administrator if the dates of leave change, are extended or initially were unknown.

**III. EXPIRATION OF LEAVE:** If you take leave because of your own serious health condition, you may be required to provide medical certification from your physician that you are fit to resume work. Check with the designated person at your Employer regarding submission of this certification. Your return may be delayed if you fail to present this certification. When you return from a leave not exceeding 12 weeks, you are entitled to your former position, if available. In general, if your position is not available, you will be reinstated to a position with equivalent employment benefits, pay, and other terms and conditions of employment. Refusal of an offer of reinstatement will be treated as a voluntary resignation. If your leave of absence exceeds 12 weeks, an attempt will be made to restore you to an available position for which you are qualified. If no such position is available you will be terminated. Your failure to return to work at the end of your FMLA leave of absence may be treated as voluntary resignation. If you find that it is medically necessary to be absent for more than the 12 weeks allowed under FMLA, you must in advance of your return date request a leave of absence other than that of FMLA from the appropriate manager at your Employer. If you give unequivocal notice of intent not to return to work, your employment will terminate and your protections under FMLA will cease.

**IV. BENEFITS WHILE ON LEAVE:** During FMLA leave, your coverage under any group health plan will continue on the same conditions as those provided if you had been continuously employed during the entire leave period. You may choose not to retain group health plan coverage during FMLA leave. If you so choose, your coverage will be reinstated upon your return to work without any qualifying period, physical examination, exclusion of pre-existing conditions, etc. as long your return to work is not in excess of 12 weeks in a 12-month period. If leave is unpaid, you will be contacted by Gevity's FMLA Department regarding payments for your health plan premiums. Please note that your Employer may recover any health plan premiums it paid on your behalf if you fail to return to work after FMLA leave. Gevity's obligation to maintain your health insurance coverage ceases under FMLA if your premium payment is more than thirty (30) days late. Gevity's FMLA Department will send you written notice prior to termination of your health care coverage.

**V. NO WORK WHILE ON LEAVE:** The taking of another job while on Family Medical Leave is grounds for immediate termination.

**VI. STATE AND LOCAL FAMILY MEDICAL LEAVE LAWS AND OTHER COMPANY POLICIES:** Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits provided by such laws will apply. Your Employer's policies may require you to use any unused vacation, personal or sick time you have available at the beginning of your FMLA, with the remainder of the leave being unpaid.

**FOR FORMS AND FURTHER INFORMATION, CALL 1.866.2GEVITY AND ASK FOR THE FMLA ADMINISTRATOR.**

# ANTI-HARASSMENT AND MUTUAL RESPECT POLICY

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Gevity and your Employer expressly prohibit discrimination, harassment and retaliation based on race, color, sex, religion, creed, national origin, disability or perceived disability, age, marital status, or any other protected category. Improper interference with the ability of Gevity or your Employer's employees to perform their expected job duties is also prohibited. Nor will Gevity or your Employer tolerate any actual or attempted reprisals or retaliation against an employee who raises a sincere and valid concern that this policy has been violated. Gevity and your Employer take all allegations of discrimination, harassment and retaliation very seriously and are firmly committed to ensuring a workplace free of those discriminatory activities. Anyone engaging in discrimination, harassment, or retaliation is subject to disciplinary action up to and including discharge.

## *Harassment Prohibited - Definition*

As used in this policy, the term "harassment" refers to conduct relating to a person's race, color, religion, creed, sex, age, national origin, marital status, disability or perceived disability, which fails to respect the dignity and feelings of the individual. Harassment that is forbidden by this policy can take several forms, including but not limited to:

(1) **Sexual harassment.** This includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where the individual is made to feel as if he or she must agree to the request or submit to the advance in order to get favorable treatment at work. Sexual harassment also includes sexually oriented conduct and communications that unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive environment. This policy protects and covers the conduct of all employees. In other words, unwarranted sexual advances violate this policy even if directed at a co-worker or supervisor. While not exhaustive, the following is a list of some examples of sexual harassment:

Unwanted sexual advances.

Offering employment benefits in exchange for sexual favors.

Making or threatening reprisals after a negative response to sexual harassment.

Visual conduct such as leering, making sexual gestures, displaying or distributing sexually suggestive objects or pictures, cartoons or posters.

Verbal conduct such as making or using sexually derogatory comments, epithets, slurs, or jokes.

Verbal sexual advances or propositions.

Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.

Physical conduct such as touching (fear of unwanted touching), assault, or impeding or blocking movements.

(2) **Racial, Color, Religious, National Origin, Disability, or Age Harassment.** Harassment based on race, color, religion, national origin, disability, marital status, or age can include any verbal, written, or physical act in which race, color, religion, national origin, physical, mental or perceived disability, marital status, or age is used to make an employee uncomfortable at work or interferes with an employee's ability to perform their job.

Harassment based on race, color, religion, national origin, disability, marital status or age may take many forms. While it is impossible for Gevity or your Employer to provide an exhaustive list, the following is a list of some examples of harassing behavior that Gevity and your Employer will not tolerate:

Jokes that refer to race, color, religion, national origin, disability, or age.

Posting or distributing cartoons, drawings, or any other material that negatively reflects a person's race, color, religion, national origin, disability, or age.

The use of slurs or other offensive language.

Practical jokes, horseplay, or teasing that makes fun of or insults a person's race, color, religion, national origin, disability, or age.

## *Reporting and Investigating Discrimination, Harassment and Retaliation*

In an effort to eliminate all workplace discrimination, harassment, and retaliation, Gevity and your Employer utilize an internal investigation process in response to complaints of such conduct. Anyone who believes he or she is being subjected to discrimination, harassment, or retaliation or who has witnessed such conduct must report the conduct as provided in the following procedure. Anyone who knowingly fails to report an incident of discrimination, harassment, or retaliation may be subject to disciplinary action.

Report any discriminatory, harassing, or retaliatory behavior that you experience or witness to your manager immediately. If the problem is not immediately resolved, contact Gevity's Client Services Department at 1.866.2GEVITY.

If management is involved, or if you do not feel comfortable talking to your manager for any reason, you may instead proceed directly to Gevity's Human Resources Services Department or any member of management with whom you feel comfortable talking.

A thorough investigation will be conducted and there will be no retaliation against victims or witnesses for participating in the investigation.

## *Confidentiality*

In cases involving a report of harassment or discrimination, all reasonable efforts will be made to protect the privacy of the individuals involved. In many cases, however, Gevity and your Employer's duty to investigate and remedy harassment makes absolute confidentiality impossible. Gevity and your Employer will try to limit confidential information to those employees with a "need to know." Employees who assist in an investigation are required to keep confidential all information they learn or provide.

## *Assurance of Non-Retaliation*

Gevity and your Employer expressly prohibit retaliation of any kind against anyone for reporting harassment or discrimination. Any such retaliation may result in discipline up to and including discharge.

# IMPORTANT WORKERS' COMPENSATION INFORMATION FOR GEVITY EMPLOYEES

Gevity recognizes the importance of a safe and healthful work environment. It is Gevity's desire that all Employers establish safe work methods and practices for all employees.

Employers are encouraged to be aware of and in compliance with established safety standards such as, but not limited to, applicable OSHA and state standards for facilities, machinery, equipment, tools and practices. These standards are designed to provide a safer workplace for all employees.

As a resource to Employers, Gevity also has an extensive team of Risk Consultants available to answer safety-related questions, assist with accident investigations and provide consultation toward a safer workplace.

## **EMPLOYEES ARE ENCOURAGED TO:**

- *Report all on-the-job injuries immediately to your supervisor.*
- *Read and obey all safety regulations, as provided by your supervisor.*
- *Correct or report all safety hazards or equipment in need of repair to your supervisor.*
- *Cooperate fully with any safety or claims investigation, as directed by your supervisor.*
- *Cooperate with your supervisor in accident prevention at all times.*

Your consistent attention to safety and cooperation with your supervisor can make a safer, more productive and enjoyable workplace for all employees. Contact your supervisor for safety policies and procedures specific to YOUR job duties.

## **FLORIDA EMPLOYEES ONLY**

To better serve our employees and Employers, Gevity, through its workers' compensation carrier, AIG, and its claims management company, AIG Claims Services ("AIG CS"), has entered into a Managed Care Arrangement (MCA). The MCA program is a managed care approach that enables an injured worker to return to a productive working lifestyle as soon as it is medically appropriate.

Should you have a work-related injury, Gevity and your Employer will help to ensure that you receive prompt medical attention through a MCA provider. All medical care will be rendered by a provider within the MCA. An AIG CS Representative will be assigned to your case to assure that you receive the appropriate medical attention needed to get you back to work. Your AIG CS Representative can also assist you and your Employer in choosing a geographically convenient provider in the MCA.

Your Employer should have the "All-in-One-Broken Arm" workers' compensation poster prominently displayed on-site in an area visible to all employees. This poster provides instructions for reporting a work-related injury.

## **Your Rights and Responsibilities**

- Upon being notified of an on-the-job injury, your Employer will immediately contact AIG CS Early Notice to identify an appropriate primary care physician, called a Managed Care Coordinator (MCC) within the MCA, who will provide you with the necessary medical care required for your injury.
- Should you not be satisfied with the services of a MCC provider, you will be allowed a one-time change to another MCC within the MCA only if you receive prior approval. To request such a change, you should contact your AIG CS Representative.
- Copies of the grievance procedures are available through AIG CS Early Notice.

Your AIG CS Representative will handle your on-the-job injury claim promptly and efficiently. If you have any questions, contact your AIG CS Representative. His or her job is to answer your questions and help you through the workers' compensation claims process. He or she will provide you with the information necessary to assist you in getting appropriate medical treatment and returning to work.

Failure to receive medical care from an authorized medical provider can jeopardize benefits under the workers' compensation system, and may result in the employee having to pay for medical treatment rendered by the unauthorized provider.

## **Modified Duty Procedures For Occupational Injuries**

Florida State Statute 440.15(6) requires an Employer to make a good faith effort to rehire employees who have had work-related injuries or illnesses. Employers can offer work within a 100-mile radius. The offer of work must be appropriate to the employee's physical limitations and must be made within 30 days of notice by the insurance company that the employee has reached maximum medical improvement. This does not apply if the employee is receiving permanent disability benefits. Failure to comply with this requirement may lead to a fine of up to \$2,000.

If you have any questions on this material, please call 1.866.4GEVITY.

## IMPORTANT WORKERS' COMPENSATION INFORMATION FOR GEVITY EMPLOYEES

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### IF YOU SUFFER A WORK-RELATED INJURY, YOU NEED TO DO THE FOLLOWING:

Report all work related accidents to:

#### AIG Claims Services ("AIG CS")

1. **IMMEDIATELY** report your injury to your supervisor.
2. Your supervisor is required to immediately call AIG CS Early Notice at 1.866.4GEVITY to report the injury. Instructions will be given to your supervisor for directing you to an authorized medical provider.
3. Employees should not report their own claim to AIG CS Early Notice.
4. If you need emergency medical care, your supervisor will direct you to the nearest medical facility. Your supervisor will then call AIG CS Early Notice at 1.866.4GEVITY to report your injury and obtain instructions regarding your further medical treatment.

#### Modified Duty Procedures For Occupational Injuries

If it is determined that an employee is released to work, but is unable to return to full duty, Gevity and our insurance company will assist the employee in attempting to locate another position within the employee's abilities. This policy applies to all Gevity employees (both internally and through co-Employer relationships with Employers). Attempts will be made to place all employees in positions with respect to reasonable accommodation in compliance with the Americans With Disabilities Act of 1990; Title VII of the Civil Rights Act of 1964 as amended; the Rehabilitation Act of 1973; and the Family Medical Leave Act of 1993.

#### Employee Instructions:

- When you are released to work from a work-related injury, you must call your AIG CS Representative. You cannot return to work without physician clearance.
- Tell your supervisor immediately if you have any difficulty with assigned work. Never perform work beyond what your physician says is safe for you.
- You may be transferred from your original work setting, depending upon work availability. Pay will be at the rate of the new job classification. Your AIG CS Representative will contact you if you are entitled to additional wage benefits through the carrier. You may be required to change regular days off or work hours.
- You are required to schedule doctors' appointments around your work schedules, whenever possible.
- Refusal to participate in the modified duty program when your physician releases you to work and work is offered may result in the reduction or discontinuation of wage replacement benefits.

*Si necesita esta información en Español, por favor llame a la oficina local de Gevity.*

## **Appendix 21**

### **Modifications from Previous Contract(s)**

2001 Contract

**SCHOOL BOARD SUMMARY**

**WORK SESSION  
December 10, 2002**

**Office of School Choice  
Carolyn Finch  
534-0631 / 51445**

**Discovery Academy and Hartridge Academy  
Charter School Amendment**

**PURPOSE:** Charter law allows charter schools to form articulation agreements. Hartridge Academy and Discovery Academy have requested an articulation agreement that allows 5<sup>th</sup> graders from Hartridge to have priority admittance to 6<sup>th</sup> grade at Discovery Academy.

**Charter School Statutes: Section 10 Eligible Students (e)** A charter school may limit the enrollment process only to target the following student populations: 6. Students articulating from one charter school to another pursuant to an articulation agreement between the charter schools that has been approved by the sponsor.

**OBJECTIVES:**

1. Determine the impact on current Hartridge student population's feeder patterns for middle school.
2. Review the request in terms of charter law and district impact.

**BUDGET**

N/A

**FUNDING SOURCE**

Costs to implement this articulation agreement would come from existing funds generated by these charter schools. There would be no additional cost to the district.

**McMullen, Carla M.**

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**From:** Clanton, JoAnne  
**Sent:** Friday, December 05, 2008 2:38 PM  
**To:** McMullen, Carla M.  
**Subject:** Articulation Agreements with Discovery  
**Attachments:** Minutes for Articulation Agreements.doc

Both were Board Approved on 1/28/03  
Hartridge went to WS on 1/14  
Ridgeview Global went on 12/10

I highlighted the info for you.

*JoAnne*

**JoAnne B. Clanton**  
**Senior Staff Assistant to**  
**Superintendent Gail F. McKinzie**

**MINUTES**  
**SPECIAL MEETING OF THE POLK COUNTY SCHOOL BOARD**  
**HELD IN THE LAKE WALES HIGH SCHOOL AUDITORIUM**  
**January 28, 2003**

**PRESENT** The School Board of Polk County, Florida, met in special session at 1:30 P.M., Tuesday, January 28, 2003, in the Lake Wales High School Auditorium, Lake Wales, Florida. Present were School Board Members Margaret Lofton, Brenda Reddout, Hazel Sellers, Jack English, Jim Nelson, Kay Fields, Chairman Frank O'Reilly and Superintendent Jim Thornhill.

**CALL TO ORDER** The meeting was called to order by Chairman O'Reilly and the invocation was given by Mrs. Fields. Austin Johnson, a Bethune Academy student, led the flag salute.

**MINUTES APPROVED** Chairman O'Reilly called for revisions to the minutes of the Regular School Board Meeting of January 14, 2003, and PEA Grievance Hearing of January 7, 2003. There being none, the minutes were approved as written.

**SPECIAL RECOGNITIONS** After reading a resolution recognizing Friday, February 7, 2003, as Crossing Guard Appreciation Day, Mr. Nelson made the motion to approve the resolution. The motion was seconded by Mrs. Reddout and carried unanimously. Mr. Fred Murphy, Assistant Superintendent of Support Services accepted the resolution on behalf of the Polk County Sheriff's Department.

Mrs. Sellers read a resolution designating the week of February 3 -7<sup>th</sup>, as Student Services Week. The resolution was presented to Mr. Joe Adams, Director of Student Services. A motion was made by Mrs. Sellers and second by Mr. Nelson to approve the resolution. Motion carried unanimously.

**PRESENTATION OF CONSENT AGENDA** The Superintendent recommended approval of the Consent Agenda with the following revisions:

<u>DIVISION</u>	<u>ITEM NO.</u>	<u>DESCRIPTION OF CHANGES</u>
Human Resources	4A	Add Pages 3 -7 of the Blue Sheets (Instructional) Add Pages 1 - 6 of the Yellow Sheets (Non-Instructional) Add Pages 1 - 30 of the White Sheets (Temporary Duty Leave)

**ITEMS TO BE PULLED** Mrs. Reddout requested Miscellaneous Items (6) "C" and "D" be pulled. Mrs. Sellers requested Business Services Bid Recommendations Item (3) 1F be pulled for discussion.

**MOTION TO ACCEPT  
CONSENT AGENDA**

Motion to approve the Consent Agenda with revisions was made by Mrs. Fields and second by Mrs. Reddout.

**VOTE ON CONSENT  
AGENDA**

Motion carried unanimously.

**DISCUSSION ON  
MISCELLANEOUS  
(6) "C"**

**6C. Articulation Agreement Between Hartridge Academy and  
Discovery Academy**

Mrs. Reddout asked how the racial balance would be affected at these schools and the schools in the surrounding area.

Mrs. Carolyn Finch stated there would be no impact at Lake Alfred Elementary at this time.

Mrs. Reddout requested the Superintendent provide the current racial percentage of all conversion charters and what it had been prior to conversion. And also, the enrollment at the conversion charters prior to conversion and current.

Mr. English asked if the purpose of this request is to allow the charter schools to collaborate in their attendance.

Mrs. Finch explained that Charters may form cooperatives under the Charter law allowing them to share resources. The law is vague in defining the resources. That is not what Hartridge and Discovery are requesting. There is different portion of the charter law that gives charter school enrollment priorities that include students articulating from one charter school to another pursuant to an articulation agreement approved by the sponsor. That is their request.

Mr. English commented that Ridgeview was to be centered on global studies but Discovery Academy has an academic curriculum standard to the Polk County Schools. If someone wanted to go to Ridgeview because of the Charter component, the articulation agreement to Discovery would not be a continuum of the same global studies. Mr. English stated he could not support this request.

Mr. English asked if any of the schools involved were under enrollment capacity.

Mrs. Finch replied that Discovery is not at the average FISH capacity of the current surrounding middle schools.

Chairman O'Reilly request the capacity of conversion charter schools and number of vacancies.

Mrs. Finch reminded the Board that part of the Legislative Platform addressed the issue that conversion charters should, at a minimum, reflect the capacity of surrounding schools of like populations. She will provide the information requested by the School Board members. Mr. Nelson asked if the contract with the two conversion charters stipulated they would be in non-compliance if the minimum enrollment fell below a certain number. Mrs. Finch stated it did and that both Ridgeview and Discovery's contract are up for renegotiation in July of 2004. The enrollment numbers had been set at the population at that time. In 2004, we will be looking at the growth in the area and other changes to set the capacity amount.

Mrs. Reddout requested Mrs. Finch keep the Board up to date on the current enrollment of both the charter school and that of the surrounding area schools.

**MOTION TO APPROVE  
MISCELLANEOUS ITEMS  
"C" and "D"**

A motion was made by Mr. Nelson and second by Mrs. Lofton to approve Miscellaneous Items "C" and "D". Motion carried 6-1; Mr. English cast the dissenting vote.

**RECOGNITION  
OF NEW  
ADMINISTRATORS**

Superintendent Thornhill introduced the new assistant principal of Snively Elementary, Deborah Stewart.

**DISCUSSION ON PULLED  
BUSINESS SERVICES ITEM  
BID RECOMMENDATION  
3 (1) F**

**3(1)F Non-Carbonated Beverages Bid Recommendation**

Tim Bradley, Pepsi Cola Company, questioned the evaluation of the bid based on higher commission percentage offered by another company. He stated that a significant amount of exclusive drink agreements with approximately 27 schools would override that company being allowed to place vending machines on campuses. The conflict is reaffirmed with the RFP process giving discretion to schools for drink concessions.

Chairman O'Reilly ask the School Board Attorney, Wes Bridges, what options the School Board could take.

Mr. Bridges stated the agreements were signed by representatives of the Pepsi Cola Company and individuals at the school level. The contracts have never been presented to the School Board for review and, according to Florida Statutes, the School Board is the sole contracting agent for the school district.