

access

BOARD OF DIRECTORS MEETING
MONDAY, OCTOBER 24, 2011
Closed Session: 12:00 – 1:00 P.M.
General Session: 1:00 – 3:00 P.M.
Los Angeles County MTA
One Gateway Plaza, 3rd Floor
729 Vignes Street, Los Angeles CA 90012

MISSION STATEMENT

Access Services promotes access to all modes of transportation and provides quality and safe ADA paratransit service on behalf of public transit agencies in Los Angeles County.

	<u>DISPOSITION</u>
1. CALL TO ORDER	ACTION
2. PUBLIC COMMENT WITH RESPECT TO CLOSED SESSION ITEMS	
3. CLOSED SESSION	DISCUSSION/ POSSIBLE ACTION
A) CONFERENCE WITH LEGAL COUNSEL: CAL. GOV. CODE §54956.9	
I. Pending Litigation: Gov. Code §54956.9 (a)	
(i) Chroman v. Access Services, et al. LASC # BC 425475	
(ii) Arun Prem v. Access Services, USDC # CV11-01358 -ODW	
II. <u>Anticipated Litigation</u> : Gov. Code §54956.9 (b)	
(i) Significant exposure to litigation pursuant to subdivision (b) of Gov. Code §54956.9	
(ii) Initiation of Litigation pursuant to subdivision (c) of Gov. Code §54956.9	
4. SUPERIOR SERVICE AWARDS	PRESENTATION

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| <p>5. REVIEW & APPROVAL OF MINUTES FROM THE BOARD MEETING OF SEPTEMBER 26, 2011 (page 4)
 [Staff Recommendation: Approve]</p> | <p>ACTION
 [Vote Required: majority of quorum by voice vote]</p> |
| <p>6. GENERAL PUBLIC COMMENT</p> | <p>INFORMATION</p> |
| <p>7. CONSENT CALENDAR</p> <p>a) Approval of 2012 Board of Directors Meeting Calendar and Change to Annual Meeting Date (page 15)</p> <p>b) Extend Contract With Trinet Internet Solutions, Inc. (ASI-2420) (page 18)</p> <p>c) Approval of R & D Transportation Services, Inc. Extension (ASI-2439) (page 20)</p> <p>d) Approval To Extend Five Appeal Evaluation Service Contracts: ASI-2321 (U.S.C. Physical Therapy), ASI-2322 (Brenda Naimy), ASI-2323 (Vincent Fazzi), ASI-2324 Olympic Medical Center), ASI-2338 (Lemus Medical Center) (page 22)</p> <p>e) Approval of Extension of Telecommunications Consulting and Services Contract With The RTP Group (ASI-2483) (page 24)</p> <p>f) Extension Contract With Ready Credit Corporation (ASI-3030) (page 26)</p> <p>g) Approval To Purchase 37 Vehicles For Paratransit Service (page 28)</p> <p>h) Renewal of Agency Insurance Policies For 2011-2012 (page 30)
 [Staff Recommendation: Approve Consent Calendar]</p> | <p>ACTION
 [Vote Required: majority of quorum by roll call]</p> |
| <p>8. EMPLOYEE HAND BOOK REVISIONS (page 31)
 [Staff Recommendation: Approve the attached policies listed under the item]</p> | <p>ACTION
 [Vote Required: majority of quorum by roll call]</p> |
| <p>9. AMERICAN PUBLIC TRANSPORTATION ASSOCIATION (APTA) LEADERSHIP EXPERIENCE</p> | <p>PRESENTATION</p> |
| <p>10. EXECUTIVE DIRECTOR'S REPORT</p> | <p>INFORMATION</p> |
| <p>11. BOARD MEMBER COMMUNICATION</p> | <p>INFORMATION</p> |
| <p>12. NEW BUSINESS SUBSEQUENT TO THE POSTING OF THE AGENDA</p> | <p>DISCUSSION/
 POSSIBLE ACTION</p> |

Access Services does not discriminate on the basis of disability. Accordingly, Access Services seeks to ensure that individuals with disabilities will have an equal opportunity to participate in the range of Access Services events and programs by providing appropriate auxiliary aids and services to facilitate communication. In determining the type of auxiliary aids and services for communication that will be provided, primary consideration is given to the request of the individual with disabilities. However, the final decision belongs to Access Services. To help ensure availability of those auxiliary aids and services you require, please make every effort to notify Access Services of your request at least three (3) business days (72 hours) prior to the meeting in which you wish to utilize those aids or services. You may do so by contacting (213) 270-6000.

Note: Access Services board meetings are held pursuant to the Ralph M. Brown Act [Cal. Gov. Code §54950] and are open to the public. The public may view and obtain all written information supporting this agenda provided to the board both initially and supplementally prior to the meeting at the agency's offices located at 3449 Santa Anita Avenue, El Monte California and on its website at <http://asila.org>. Documents, including Power Point handouts distributed to Board Members by staff or Board members at the meeting will simultaneously be made available to the public. Three opportunities are available for the public to address the board during a board meeting: (1) before closed session regarding matters to be discussed in closed session, (2) before a specific agenda item is debated and voted upon regarding that item and (3) general public comment. The exercise of the right to address the board is subject to restriction as to time and appropriate decorum. All persons wishing to make public comment must fill out a yellow Public Comment Form and submit it to the Secretary to the Board. Public comment is generally limited to three (3) minutes per speaker and the total time available for public comment may be limited at the discretion of the Chairperson. Persons whose speech is impaired such that they are unable to address the board at a normal rate of speed may request the accommodation of a limited amount of additional time from the Chair but only by checking the appropriate box on the Public Comment Form. Granting such an accommodation is in the discretion of the Chair.

The Board of Directors will not and cannot respond during the meeting to matters raised under general public comment. Pursuant to provisions of the Brown Act governing these proceedings, no discussion or action may be taken on these matters unless they are listed on the agenda, or unless certain emergency or special circumstances exist. However, the board may direct staff to investigate and/or schedule certain matters for consideration at a future Board of Directors Meeting and the staff will respond to all public comment in writing prior to the next board meeting.

["Alternative accessible formats available upon request."](#)

MINUTES
ACCESS SERVICES
BOARD MEETING
SEPTEMBER 26, 2011

The Access Services Board of Directors meeting convened at 12:05 p.m. on Monday, September 26, 2011, in the third floor Board Room of the Los Angeles Metropolitan Transportation Authority (Metro) Building located at One Gateway Plaza in the City of Los Angeles. The presiding Board Member was Jano Baghdanian, Chairperson. Board Members present included: Dolores Nason, Vice Chair, Kurt Hagen, Treasurer, Roman Alarcon, Angela Nwokike, Joseph Stitche, Martin Gombert, Doran Barnes, Ex-Officio's, Michael Williams, Jesse Valdez, and Jim Jones, Access Services Legal Counsel. Director Theresa DeVera, Secretary was excused from the meeting.

Access Services' staff members present included: Shelly Verrinder, Mark Maloney, Donna Cisco, Araceli Camuy, F Scott Jewell, Charace Thompson, Luis Garcia, David Foster, Sean Frye, Galen Hale, Steve Chang, Andre Colaiace, Brian Selwyn, Louis Burns, Geetu Banerjee, Evie Palicz, Alfredo Torales, Matthew Avancena, Geoffrey Okamoto, Rycharde Martindale- Essington, Kim Hogarth-Hindi, and Erik Washington.

PUBLIC COMMENT WITH RESPECT TO CLOSED SESSION ITEMS

No public comments were heard regarding the closed session items.

CLOSED SESSION REPORT

The Board met in Closed Session and reconvened the general portion of the meeting at 1:02 p.m. at which time Michael Williams, Chair of the CAC, and Jesse Valdez, Chair of TPAC, joined the general session.

Chairperson Baghdanian asked Mr. Jones, Access Services Legal Counsel, to brief the audience on the outcome of the closed session.

Mr. Jones reported that prior to taking the dais, the Board met in closed session to discuss pending litigation involving Chroman vs. Access Services et al., and Arun Prem vs. Access Services, no reportable action was taken by the Board with respect to the two aforementioned cases.

Mr. Jones explained the right for public comment and how it could be exercised. He mentioned the general 3 minute limitation on public comment and that anyone who by reason of a specific disability which prevented them from speaking with normal rapidity and who wished to request an accommodation should so indicate on the speaker request form so that the Chairperson could consider and potentially grant additional time to make their statement.

SUPERIOR SERVICE AWARDS

Janice Rodriguez, a Driver from Global Paratransit Inc., was the recipient of the Superior Service Award for the month of July 2011.

REVIEW & APPROVAL OF THE BOARD MEETING MINUTES FROM AUGUST 29, 2011

Motion: Director Nason moved approval of the August 29, 2011 Board meeting minutes.

Second: Director Barnes seconded the motion.

Discussion: None.

Vote: Via Voice Vote.

In Favor: Directors Nason, Barnes, Gombert, Hagen, Alarcon, and Nwokike.

Opposed: None.

Abstention: Director Stitcher.

Pass/Fail: The motion carried.

REPORT FROM EX-OFFICIO BOARD MEMBERS

Jesse Valdez, Chair of the Transportation Professionals Advisory Committee (TPAC), reported that the committee met on Thursday, September 15, 2011 and discussed the restructuring of the TPAC committee as requested by the Board. The committee reviewed their current bylaws and made some changes to the outline of the Chair and Vice Chair positions which were approved by the current Chair and Vice Chair of the TPAC committee. Mr. Valdez concluded his report by stating that since there was an item on the agenda regarding this matter he would not go into details until the item was discussed if necessary.

Michael Williams, Chair of the Community Advisory Committee (CAC), began his report by stating that the committee met on Tuesday, September 13, 2011 which was the final meeting of the CAC in its current configuration. Mr. Williams also stated that he was very disappointed that the Board took such drastic action to dissolve the current structure of the CAC after putting them through and paying for training. He continued to express his disappointment. Chairperson Baghdanian reminded Mr. Williams that there was an item regarding this issue on the Board agenda that would be discussed later, he also stated that he understood Mr. Williams concerns as the current Chair of the committee. Chairperson Baghdanian recommended that he report on the CAC's actions when the item came up for discussion and he could address his concerns at that time.

Mr. Williams concluded his report by stating that he would like a chance to continue to serve as the Chair of the CAC under the new structure.

GENERAL PUBLIC COMMENT

Daniel Garcia stated that for many years he had attended the Board meetings and complained about the service that Access Services provided but today he was present to clarify his point of view and way of thinking. Mr. Garcia stated that he was a rider with disabilities, a father and a husband and he was here to speak out regarding his pain and suffering for his wife and child. Mr. Garcia stated that Access Services had improved a lot in managing the system on time and quality but could continue to improve with the TAP card and the CAC. He concluded his public comment by stating that improvement starts with the Board and with a better understanding of the disabled community and what their needs were.

CONSENT CALENDAR

- Motion:** Director Gombert moved approval of the consent calendar.
- Second:** Director Hagen seconded the motion.
- Discussion:** None.
- Roll Call:** Chairperson Baghdanian asked for a roll call.
- In Favor:** Directors Barnes, Stitcher, Gombert, Hagen, Alarcon, Nwokike, and Nason.
- Opposed:** None.
- Abstention:** None.
- Pass/Fail:** The motion carried.

ACCESS SERVICES COMMUNITY ADVISORY COMMITTEE/TRANSPORTATION PROFESSIONAL ADVISORY COMMITTEE RESTRUCTURING - *Amended Item*

Chairperson Baghdanian stated that over the last two years the Board had been looking into improving the service including the committees of the Board. At previous Board meetings and Board Retreats the issue of restructuring the CAC and TPAC was discussed. As a result of those meetings staff was directed to work with both the CAC and TPAC to come up with bylaw changes and recommendations on the restructuring of the two committees. Chairperson Baghdanian stated that at the last Board meeting there was an action taken by the Board but since there had been some confusion regarding the action he asked Jim Jones, Access Services legal counsel to provide a brief description of the action taken regarding the restructuring of the CAC and TPAC.

Access Services legal counsel, Jim Jones stated that there seemed to be some confusion on the part of some of the CAC members and others regarding the effect of the proposed changes and the future of the CAC. He stated that several members of the Board received communications stating that the CAC had been dissolved by the Access Services staff at the September 13, 2011 meeting. Mr. Jones stated that in

view of the confusion Chairperson Baghdanian requested that he review the CAC meeting transcripts, tapes and the Boards actions from the June 27, 2011 Board meeting that establish the process and procedures for the reconstruction of CAC and TPAC. Mr. Jones stated that after reviewing the information he concluded that at the June 27, 2011 Board meeting the Board determined that instead of immediately dissolving and reconfiguring the CAC, the CAC would not be dissolved but instead continue to meet in its current configuration in July, August and September in order to develop recommendations regarding the reconfiguration of the CAC and bring back the recommendations to the Board for consideration at the September 26, 2011 meeting.

Mr. Jones also stated that the CAC met during the months of July and August and submitted their recommendations to the Board at their September 13, 2011 CAC meeting which was reviewed at that time. At the CAC meeting staff informed the committee that the report would be submitted and discussed at the September 26, 2011 along with the proposed restructuring of the CAC. Mr. Jones also stated that under the recommended restructuring process those who would like to continue to serve on the CAC would need to go through a process that was laid out in the report. Staff made it clear that everything was subject to the Boards approval. Staff had also mentioned at the September 13, 2011 CAC meeting that it would most likely be their last meeting in their current configuration and it would probably take several months to accomplish the restructuring as recommended in the proposal should the Board adopt it. He also mentioned that additional CAC meetings for the remainder of the year have not been scheduled pending the Board action on this matter.

Mr. Jones concluded by stating that staff distributed plaques of appreciation to those that had made notable contributions to the CAC. He also stated that after reviewing the CAC meeting recordings it was clear that there was substantial agreement among many CAC participants regarding the restructuring plan that was presented to the Board for approval.

Access Services Director of Customer Support Services, Sean Frye and Matthew Avancena, Access Services Manager of Planning and Coordination provided a brief presentation on Access Services CAC and TPAC committee restructuring.

Public Comment on Item9 (Access Services CAC/TPAC Restructuring - Amended Item)

Daniel Garcia stated that the Board had made the decision to decrease the power of the disabled community by decreasing the number of CAC members, which was who he represented, the riders and the disabled community. He added that he felt the number of CAC members should stay the same because they inform the disabled community of events, laws, and other rider problems or concerns. Mr. Garcia concluded his public comment by stating that if the Board was going to decrease the power of the disabled community by decreasing the size of the CAC then it should be added in the bylaws that the TPAC and the CAC must attend each other's meetings because in the current configuration they do not communicate and share information regarding issues that concern them both.

Board Questions &

Comments: Director Nason stated that Mr. Avancena mentioned in his presentation that the election of officers by the TPAC committee would take place but the election of the Chair and Vice Chair has to be ratified by the Board Chair. Director Nason stated that she did not hear anything regarding the election of officers for the CAC, she asked how that was going to be handled.

Mr. Avancena replied that the election of the TPAC officers would still take place, however, the Chair and the Vice Chair could only be ratified by the Board Chair but for the officers of the CAC they could only be appointed by the full Board of Directors. Chairperson Baghdanian added that article five of the bylaws states "2.1 of officers would be appointed by the Access Services Board of Directors." This was how it related to the CAC. Ms. Verrinder replied "that was correct" and according to the CAC bylaws the officers are the Chairperson and the First-Vice Chair and the Board would determine how that would be done.

Mr. Williams asked, wouldn't it be easier to mirror the TPAC committee process. It would give the CAC members a sense of accomplishment that they chose the best candidates to fill the officer positions because the way it was being suggested under the new structure the CAC had no control over the selection of their officers. Mr. Williams stated that he felt that there was nothing wrong with their current process of selection and the issue was the lack of communication between the CAC and the Board of Directors. Mr. Williams concluded his comment by recommending that the CAC mirror the TPAC process for the selection of officers.

Chairperson Baghdanian stated that from what he understood the current CAC members or former members would not be restricted from applying under the new reconfiguration of the CAC. Mr. Frye replied "yes they would not be restricted," there would also be a special sub-committee of the Board and staff that would review the applications.

Chairperson Baghdanian asked if the special sub-committee of the Board would be created at today's meeting. Ms. Verrinder replied "yes" staff was looking for two volunteers from the Board and the staff coordinator would be David Foster. Directors Nwokike, Sticher, and Nason all volunteered to serve on the subcommittee. Chairperson Baghdanian asked Ms. Verrinder to review the CAC restructuring process.

Ms. Verrinder replied by stating that the first part of the process was to develop an application, which was included in the agenda packet for approval by the Board. At the last CAC meeting staff encouraged the current CAC members to reapply under the new configuration of the

CAC. Staff also wanted to ensure that a vast distribution of the application be sent out to the community to receive a wide representation of applications for the appointment process, which was why there would be a delay until January 2012.

Ms. Verrinder stated once the Board approved the application staff would have them printed, post them on the website, mailed out to the regional centers, independent living centers and some of Access Services larger facilities that they serve. Staff also discussed seat drops, or a "Take One" where they would have to call Customer Service to have an application mailed out and/or downloaded from the website. Ms. Verrinder concluded her description of the process by stating that the subcommittee would discuss deadlines for distributing the applications to the community and for submitting an application and begin the process of reviewing them and determining the slate to be presented to the Board in January 2012.

Motion: Director Barnes moved approval of Item 9.

Second: Director Stitcher seconded the motion.

Discussion: Director Barnes stated that this had been a long process in terms of the conversation between the Board and both of the advisory committees. Director Barnes added that as he reviewed the changes that were recommended, he felt that the changes addressed some of the issues that he had struggled with as a Board member and the old system that had two committees that operated very differently in terms of their selection process. He stated that the TPAC committee had always made sense to him because everyone could look globally at representatives and ensure that there was diversity among their many variations as the two groups were appointed to TPAC.

Director Barnes also stated that he understood what the Board was doing by mirroring the two groups with a similar process. He also mentioned that he found himself struggling with trying to appoint individuals to the CAC and making an isolated decision along with the rest of the Board members but he felt that the new process would correct that.

Director Barnes concluded his comment by stating that he felt that this was an important change and the work that had been done by the CAC and TPAC would not be thrown out the window as Mr. Williams mentioned, it would provide a beginning point to allow the groups to continue the good work.

Director Nwokike stated that the new structure of the CAC would be more elaborate and would cover more regions such as Claremont because no one from that region was on the CAC until she was appointed. She also added that the new structure would cover a

broader area and all of the disabled community would be represented. Director Nwokike concluded her comment by stating that change was very difficult but the restructuring of the CAC would be good for everyone.

Director Hagen added that as a former member of the CAC he too felt that the new structure would be very beneficial and with it coming together as a slate of individuals, it would create a team environment that would be much stronger instead of all the individual appointments. Director Hagen stated that he had some reservations regarding the issue that the CAC would not be able to submit their recommendations for their own Vice Chair and First-Vice Chair, he concluded his comment by reiterating that the change would be very beneficial, a positive experience, and would create the next generation of CAC and TPAC.

Chairperson Baghdanian stated that he agreed with Director Barnes comments and he felt that change was a good thing also. He also stated that the Board had changed over the years with new members and officers of the Board. Chairperson Baghdanian concluded his comment by stating that the Board all agreed on making some changes to the structure of the CAC at previous meetings and workshops and would build on the work that the TPAC and CAC had done to date. If there are any problems with the bylaws or restructuring of the CAC or TPAC they can be reviewed and changed again if needed.

Roll Call: Chairperson Baghdanian asked for a roll call.

In Favor: Directors Stitcher, Hagen, Nwokike, Nason, and Barnes.

Opposed: None.

Abstention: Directors Gombert and Alarcon.

Pass/Fail: The motion carried.

TAP CARD

Access Services Deputy Executive Director of Administration, F Scott Jewell provided a brief presentation on the newly implemented TAP card program.

Public Comment on Item 10 (TAP Card)

Daniel Garcia stated that without a policy in place for potential failure, individuals trying to tap their card and find that there was no money what would they do, he asked if staff figured out what kind of problems could happen. Mr. Garcia also stated that riders with disabilities would have a hard time trying to figure out a machine and how to put money on the card, he asked if there were policies in place that would actually guide individuals with disabilities when they run into a situation or would

there be a number to call for help. Mr. Garcia concluded his public comment by stating that if there were policies in place for the TAP card program he would gladly accept the program but if there were not he felt it was a waste of his time, money and taxes.

Ms. Verrinder informed Mr. Garcia that Erik Washington would follow up with him on the policies and other questions he may have.

EXECUTIVE DIRECTOR'S REPORT

Access Services Executive Director Shelly Verrinder reported that for the month of August 2011 ridership increased by 5% over the month of July. On-time performance remained high above the standard of 91% at 92.4% with a slight decrease from July of 0.4%. Average initial hold time remained steady at 49 seconds and the cost per trip was slightly lower but steady at \$36.00 per trip.

Ms. Verrinder thanked some of the Board members, CAC members and riders for attending Access Services 2nd Annual Roadeo, she also mentioned that staff had learned a lot since the first Roadeo and had preliminaries the entire week before the Roadeo. Ms. Verrinder stated that there were a total of 48 drivers participating in this year's Roadeo and recommended for next year's Roadeo that they cut it down to somewhere in the 30's. She also added that there were 471 attendees which included the drivers and their families and Access Services staff and what was interesting this year San Gabriel Transit took three of the top four places this year and did not place last year. Ms. Verrinder announced that Mike Fricke from California Transit and his group from the West Central Region took first place, San Gabriel Transit took second place, MV Transportation took third and in fourth place Santa Clarita Transit. Ms. Verrinder thanked Access Services staff who worked hard to put the 2nd Annual Roadeo, Geoffrey Okamoto and Luis Garcia who led the group which was about 90% staff participation.

Ms. Verrinder concluded her report on a sad note by announcing the tragic passing of Access Services former Board member, CAC member and an advocate for the disabled community, Sandy Varga.

Director Nason requested that the meeting be adjourned in memory of Sandy Varga. Chairperson Baghdanian concurred with Director Nason's request.

BOARD MEMBER COMMUNICATION

Director Barnes reminded everyone that the California Transportation Association (CalAct) conference would be holding their Annual Conference on November 2nd thru the 4, 2011 in San Jose, California which would be a great opportunity for training and development and would be his last conference as Chair of the association.

Director Alarcon stated that there were a few things he observed over the last couple of weeks while he met with new Access Services riders and Customer Service, he added that overall they done a great job but he felt they could do better. Director Alarcon also stated that he had the opportunity to tour the C.A.R.E. Evaluation site to

do some undercover work but after a while they figured out who he was. Director Alarcon thanked Eddie Quintana from C.A.R.E. Evaluators for the great experience and for being very patient with him during the entire process. Director Alarcon stated that he planned on doing more site visits with the rest of the providers and riding Access Services with his ID card.

Director Nason stated that while she served as Chair of the Board she urged all of the Board members to ride with Access Services to experience what the riders went through on a daily basis. She also mentioned that she had the opportunity to go to Van Nuys last week on an Access ride in one of the new Toyota Prius with five other people on a shared ride which was a wonderful experience.

Director Hagen stated that he concurred with Director Nason's suggestion to adjourn today's meeting in the memory of Sandy Varga.

Mr. Valdez stated that the Access Services 2nd Annual Roadeo was the first one that he attended and he felt that there was a lot of friendly competition, camaraderie with different contractor competing for the trophies. He concluded his comment by stating that he had a great time and it was an event that should continue.

Mr. Williams stated that he agreed with Mr. Valdez comment regarding the Access Services Roadeo. He stated that he had a lot of fun and did not work as hard this year as he did last year but it was a great feeling when you put a lot of hard work into something and it pays off at the end. Mr. Williams concluded his comment by thanking Sean Frye, Galen Hale and the rest of Access Services staff for all the hard work they put into making the CAC what it was and he thanked the Board.

Chairperson Baghdanian stated that he also attended the Access Services Roadeo and really enjoyed it. He added that he also had the privilege of announcing the winners which felt like someone won an Oscar or the Super Bowl from the excitement of the crowd, which was worth the effort and hard work that staff and all the volunteers put in. Chairperson Baghdanian also informed that Board that he had spoken to Ms. Verrinder regarding a rolling calendar for the Board of all the upcoming board items, which would help when there are certain items that need to go to the CAC or TPAC for their input before it came to the Board for approval.

NEW BUSINESS SUBSEQUENT TO THE POSTING OF THE AGENDA

Chairperson Baghdanian stated that there were a few riders that arrived late to the meeting and wanted to make public comment, he stated that during this portion of the meeting he was going to allow them to make their public comment. Chairperson Baghdanian called upon Charace Thompson for public Comment.

General Public Comment Item 7

Daniel Garcia stated that he knew Sandy Varga and she was his friend. Mr. Garcia expressed the grief he felt over her passing and he thanked the Board for honoring her by adjourning the meeting in her memory. He also thanked the Board for letting

him share his pain and hoped that another Sandy Varga would come and challenge the Board and the system and he hoped by honoring her she would be happy. Mr. Garcia concluded his public comment by requesting that the Board always remember her.

Alan Siegel stated that he lived in the Valley and had heard many times that the riders should provide recommendations on improving the service, so he was present today to do just that. Mr. Siegel stated that the weather had been about 104 to 107 degrees in the Valley and having to wait outside in the heat was not a good idea specially if the dispatcher was able to push a button to see where the vehicle was, which would allow the rider to wait in a shaded area instead of telling them to call back in 20 minutes. He requested that all the providers be accommodating to the riders by pushing a button and letting them know exactly where the vehicle was.

Mr. Siegel also stated that when he books a ride he always request a minivan with a ramp because he felt they were easier to get into rather than the Toyota Prius. He described a recent trip he took where the provider sent a Toyota Prius with another rider that was going to the airport and had luggage in the trunk and on the back seat which left him no room for his walker. He requested that Access Services make the package limit 35 pound.

Ms. Verrinder informed Mr. Siegel that Project Administrator, Geetu Banerjee would meet with him after the meeting to discuss his requests and concerns.

Laura Greenwood stated that she was a new Access rider and was grateful for the service but she was really terrified to travel in taxi cabs because the drivers speed, continuously cross double yellow lines, speed through red lights and drive over the speed limit in residential areas just to get through a light that ended up being red. Ms. Greenwood also mentioned that there was a restroom issue, after being in a vehicle for long periods of time with other riders that have these issues was very uncomfortable for her. She asked that the driver be allowed to stop for passenger restroom breaks.

Chairperson Baghdanian informed Ms. Greenwood that Project Administrator, David Foster would meet with her after the meeting to discuss her issues and concerns.

ADJOURNMENT

Motion: Director Nason moved to adjourn the meeting in honor of Sandy Varga.

Second: Director Stitcher seconded the motion.

Vote: Via Voice Vote.

Pass/Fail: All were in favor and the meeting adjourned at 3:25 p.m.

Approval

Theresa DeVera, Secretary

Date

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS
FROM: DONNA CISCO, EXECUTIVE ASSISTANT/BOARD LIAISON
RE: APPROVAL OF 2012 BOARD OF DIRECTORS MEETING CALENDAR
AND CHANGE TO ANNUAL MEETING DATE

ISSUE:

Staff is presenting to the Board for their review and approval the attached list of scheduled, rescheduled and canceled Board of Directors Meetings for calendar year 2012. Additionally per Access bylaws (Article 5D), the Access Services annual membership needs to be held in the second quarter of the fiscal year unless the Board establishes another time and notifies members appropriately.

RECOMMENDATION:

Review and approve the Board Meeting calendar for 2012 as well as the change in the date of the annual meeting from the second quarter of FY2012 (November 2011) to the third quarter of FY2012 (March 2012).

IMPACT ON BUDGET:

None.

DISCUSSION:

Staff has prepared the proposed 2012 Board meeting calendar. The meeting dates will remain on the fourth Monday of the month, with the exception of Wednesday, March 28, 2012 Access Services Annual Meeting, and Monday, May 21, 2011 due to the Memorial Day Holiday. In keeping with the Board calendar for 2011, the July and December meetings have been canceled.

All meetings are subject to change based upon the necessary business and operational transactions of Access Services. Notice of such schedule changes in the Board Meeting calendar will be brought to the Board's attention by the Executive Director.

All meetings with the exception of the Annual meeting are scheduled to take place at the Metropolitan Transportation Authority (MTA) located at One Gateway Plaza 3rd Floor, 729 Vignes Street, Los Angeles California unless notice of location change.

According to the agency bylaws the annual meeting must be held during the second quarter of each fiscal year prior to the public release of any paratransit plan updates. Annual meetings are usually held on November of each year and the meeting provides member agencies an opportunity to formally review any proposed paratransit plan amendments.

Staff does not have any proposed amendments to the paratransit plan at this time. Staff is looking at March 28, 2011 as the date for the Annual Meeting.

Please note that the Board of Directors meeting on November 14, 2011 is still scheduled to occur.

access

Board of Directors 2012 Board Meeting Calendar

All meeting dates and locations are subject to change and must be approved by the Board in advance.

Please note that all the Board of Directors Meetings will convene at the METRO Building located at One Gateway Plaza (with the exception of the Annual Meeting.)

Monday, January 23, 2012

Monday, February 27, 2012

Wednesday, March 28, 2012 *Annual Meeting/Board Meeting*

Monday, April 23, 2012

Monday, May 21, 2012

(This meeting date was moved a week earlier due to Memorial Day Holiday)

Monday, June 25, 2012

~~Monday, July 23, 2012~~
Canceled

Monday, August 27, 2012

Monday, September 24, 2012

Monday, October 22, 2012

Monday, November 26, 2012

~~Monday, December 24, 2012~~
Canceled

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS
FROM: BRIAN SELWYN, MANAGER OF PROCUREMENT AND CONTRACTS
RE: EXTEND CONTRACT WITH TRINET INTERNET SOLUTIONS, INC.
(ASI-2420)

Board approval is necessary to exercise the second option year of contract ASI-2420 with Trinet Internet Solutions, Inc. (Trinet), Access Services' website service consultant.

RECOMMENDATION:

Authorize an additional \$30,000 in funds and an extension in the period of performance for one year, from January 1, 2012 through December 31, 2012.

IMPACT ON BUDGET:

This action will result in an increase in the previously approved contract amount of \$180,000.00 to \$210,000.00. This action is consistent with Access' approved budget for FY2011/2012 and will be accommodated by the budget for FY2012/2013. The amount is inclusive of a 5% increase in retainer and programming costs.

ALTERNATIVES CONSIDERED:

No alternatives were considered.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION:

If this staff recommendation is approved by the board, the staff will be authorized, but not required, to negotiate and enter into an amendment to ASI-2420 with Trinet under terms that are no less favorable to Access Services than those proposed above. Access Services would not be legally bound to this amendment unless it is incorporated into a formal written amendment executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND:

In October 2007, Trinet was awarded a website services contract to redesign, implement, and host Access Services' website. The new website officially launched in October 2008 with praise from riders, board members, and Access employees alike.

This past calendar year, the website added new pages like the Stand Info Directory with interactive view of the stands using Google Maps and the New Rider ID Card request page.

The funding requested for the second option year (January 2012-December 2012) will cover monthly maintenance support as well as any additional changes to the website related to Access's changing business needs.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: ANDRE COLAIACE, DEPUTY EXECUTIVE DIRECTOR OF PLANNING
AND GOVERNMENTAL AFFAIRS

RE: APPROVAL OF R&D TRANSPORTATION SERVICES, INC. EXTENSION
(ASI-2439)

ISSUE:

Board approval is necessary to authorize an extension and an increase in funds for contract No. ASI-2439 with R&D Transportation Services, Inc. (R&D.) for travel training services.

RECOMMENDATION

Authorize the extension of contract ASI-2439 with R&D for travel training services, for the final of two possible option years - March 3, 2012 through March 2, 2013 - and an increase in the total contract not-to-exceed amount of \$506,194 from \$1,717,114 to \$2,223,308.

IMPACT ON BUDGET

The travel training services contract expenses were included in the FY 2012 budget and, if the extension is approved, will be included in the FY 2013 budget. Based on the approval of the Board at its February 2008 meeting, the monthly fixed rate will increase from \$18,383 to \$19,412 and the rate per training will increase from \$1,029 to \$1,093.

ALTERNATIVES CONSIDERED

Staff has is pleased with the performance of R&D and has not considered other alternatives at this time.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION

If this staff recommendation is approved by the Board, the staff would be authorized, but not required, to negotiate and amend the written contract with R&D for travel training services on terms and conditions set forth in the existing contract and modified as in this item proposed. Access Services would not be legally bound to the revised terms or the extension period unless and until they are incorporated into a

formal written amendment to the contract executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND

Our Travel Training contractor, R&D, has proven to be a great asset for Access Services as well as a great resource for our customers. R&D has provided an effective training tool that has given many of our customers the choice to travel independently with fixed-route transportation for some or most of their trips.

R&D has travel trained a total of 747 customers during the period March 1st, 2008 through June 30, 2011. This included 495 customers with unrestricted eligibility and 148 with riders with restricted eligibility.

Following the completion of travel training, each participant is contacted three times so that R&D can follow-up on the training outcome, answer any questions regarding routes, and inquire whether the participant is still using public transit. Of the 747 riders who participated in travel training in just under 3 ½ years, 428 participants, or 57% of total riders trained, said they continued to use fixed-route transportation two months after training, taking, an overall average of six trips per week. (It is assumed that if someone is still using fixed-route transit after two months that it has become part of their routine and this usage will continue into the future.)

Among eligible Access riders, 266 unrestricted riders reported using the fixed route system an average of 8 times per week, as did 69 riders with restricted eligibility. With 335 Access certified customers taking an average of 8 non-Access trips per week, or 139,360 trips per year, Access potentially saved, assuming a per-trip cost of \$35, \$4.9 million over the course of almost 3 ½ years.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: GEOFFREY OKAMOTO, PROJECT ADMINISTRATOR
BRIAN SELWYN, MANAGER, PROCUREMENT AND CONTRACTS

RE: APPROVAL TO EXTEND FIVE APPEAL EVALUATION SERVICE
CONTRACTS:
ASI-2321 (U.S.C. PHYSICAL THERAPY)
ASI-2322 (BRENDA NAIMY)
ASI-2323 (VINCENT FAZZI)
ASI-2324 (OLYMPIC MEDICAL EVALUATIONS)
ASI-2338 (LEMUS MEDICAL CENTER)

ISSUE:

Board authorization is needed to exercise the two-year option for contracts ASI-2321 (University of Southern California Physical Therapy Associates), ASI-2322 (Brenda Naimy), ASI-2323 (Vincent Fazzi), ASI-2324 (Olympic Medical Evaluations), and ASI-2338 (Lemus Medical Center) for certification appeal services.

RECOMMENDATION:

Extend the periods of performance as follows:

Contractor	Appeals Specialty	Extend Contract Two Years Through:
U.S.C.	Physical Therapy	January 31, 2014
Brenda Naimy	Orientation & Mobility	January 31, 2014
Vincent Fazzi	Orientation & Mobility	January 31, 2014
Olympic Medical	Medical	January 31, 2014
Lemus Medical Center	Medical	February 28, 2014

IMPACT ON BUDGET:

This administrative action will be accommodated by the budgets for fiscal years 2011/2012 through 2013/2014. For the contracts under consideration, there will be no increase in the rates of compensation or the total contract amounts.

ALTERNATIVE CONSIDERED:

No alternatives were considered.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION:

If this staff recommendation is approved by the board, the staff would be authorized, but not required, to negotiate and enter into written amendments of the existing contracts upon terms and conditions no less favorable to Access than those proposed above. Access would not be legally bound to the amendments herein proposed unless and until they are incorporated into formal written agreements executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND:

The Americans with Disability Act (ADA) requires an appeal process be established to review eligibility determinations as requested by the applicant. An applicant may appeal any decision pertaining to eligibility including restrictions, temporary eligibility, or denial of service. To appeal, the applicant submits a written appeal request to Access. Access forwards copies of the appeals, the appellant's initial evaluation and other pertinent information to an appropriate appeals contractor based upon the nature of the appeal request. The appeal contractor schedules an appointment with the appellant. If needed, Access provides transportation to and from the location of the appeal appointment for the appellant at no cost to the appeal contractor or appellant.

Access establishes and maintains working relationships with several disability specialists in order to address the concerns of persons with a wide variety of disabling conditions. At a minimum, Access must be able to respond appropriately to appeals from persons with physical disabilities, cognitive disabilities (including developmental disabilities and mental health concerns), and sensory disabilities (e.g. blindness). Access contracts with two medical doctors, one physical therapist, one clinical psychologist and two orientation and mobility specialists to conduct appeal evaluations. Among the specialists under consideration, currently, 17% of the appeals are referred to U.S.C. Physical Therapy Associates, 8% to Brenda Naimy, 4% to Vincent Fazzi, 33% to Olympic Medical Evaluations, and 11% to Lemus Medical Center. (The remaining 27% of appeals are referred to our sixth appeals specialist, Dr. Lori Grebb Petrie, a psychologist.) Staff is very pleased with the work of all of these contractors and recommends the extension of their contracts.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS
FROM: BRIAN SELWYN, MANAGER OF PROCUREMENT AND CONTRACTS
RE: APPROVAL OF EXTENSION OF TELECOMMUNICATIONS
CONSULTING AND SERVICES CONTRACT WITH THE RTP GROUP
(ASI-2483)

ISSUE:

Board approval is necessary to exercise the second option year of contract ASI-2483 with The RTP Group for telecommunications consulting and services.

RECOMMENDATION:

Authorize an additional \$120,000.00 in funds and an extension in the period of performance for one year, from May 1, 2012 through April 30, 2013.

IMPACT ON BUDGET:

This action will result in an increase in the previously approved contract amount of \$446,000.00 to \$566,000.00, with no changes to the current rates of payment. The contract rates will be accommodated by the budget for FY2011/2012.

ALTERNATIVES CONSIDERED:

No alternatives were considered. Staff is confident that the contractor has met the terms of the Contract and thus merits consideration for an extension of its term.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION:

If this staff recommendation is approved by the Board, the staff would be authorized, but not required, to negotiate and amend the written contract with the RTP Group for telecommunication consulting and services on terms and conditions set forth in the existing contract and modified as in this item proposed. Access Services would not be legally bound to the exercise of the extension period unless and until it is incorporated into a formal written amendment to the contract executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND:

The telecommunications consulting and services contract covers a range of tasks that ensures the stability of Access Services' telecommunications network. These tasks include capacity planning, network optimization, and prefix updating of the toll-free 800 phone network as well as crisis/troubleshooting and consulting services. The contract was competitively bid and awarded to the RTP Group for a base three-year term in May 2008.

The RTP Group has been providing telecommunications maintenance services for Access since 1994, and to date, its performance has been exemplary. The execution of the second option year available under the contract represents no increase in the existing rates.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: F SCOTT JEWELL, DEPUTY EXECUTIVE DIRECTOR
ADMINISTRATION

RE: EXTEND CONTRACT WITH READY CREDIT CORPORATION
(ASI-3030)

ISSUE:

Board approval is necessary to extend the contract for TAP card production with Ready Credit Corporation.

RECOMMENDATION:

Authorize an additional \$345,000 in funds and an extension in the period of performance for one year, from December 1, 2011 through November 30, 2012.

IMPACT ON BUDGET:

This action will result in an increase in the previously approved contract amount of \$300,000 to \$645,000. This action is consistent with Access' approved budget for FY2011/2012 and will be accommodated by the budget for FY2012/2013. The bulk of the funding for these costs will come from federal grants that are for regional TAP participation.

ALTERNATIVES CONSIDERED:

No alternatives were considered.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION:

If this staff recommendation is approved by the board, the staff will be authorized, but not required, to negotiate and enter into an amendment to ASI-3030 with Ready Credit Corporation under terms that are no less favorable to Access Services than those proposed above. Access Services would not be legally bound to this amendment unless it is incorporated into a formal written amendment executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND:

In October 2010 the Board authorized staff to execute contracts in order to move forward with participation in the regional TAP program. The contract for the production of TAP cards was with Ready Credit Corporation for an initial run of 35,000 cards. In September 2011 staff began the order fulfillment process of replacing current Access Rider ID cards with the TAP card and, based upon the initial response, almost 28,000 TAP cards will be issued by the end of October 2011. In order to meet on-going demand as well as the normal certification process involving the Rider ID/TAP additional cards must be ordered.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: RICK STREIFF, FLEET ADMINISTRATOR
BRIAN SELWYN, MANAGER OF PROCUREMENT AND
CONTRACTS

RE: APPROVAL TO PURCHASE 37 VEHICLES FOR PARATRANSIT
SERVICE

ISSUE:

Board approval is required to purchase 37 vehicles for paratransit service during Fiscal Year 2011-2012.

RECOMMENDATION:

Authorize staff to purchase 31 ADA-accessible paratransit vehicles and 6 non-accessible sedans for a cost not to exceed \$1,681,000.

IMPACT ON BUDGET:

The funds needed for the purchase of the 37 vehicles were allocated in FY 2011-2012 and included in the Access budget for this year. Using local Prop C funds, the estimated total expenditure includes applicable sales tax, license and fees.

ALTERNATIVES CONSIDERED:

No alternatives were considered. As has been our recent practice, we propose purchasing all of the accessible vehicles from the CalAct/Morongo Basin Transit Authority (MBTA) Purchasing Cooperative. The six proposed sedans, not available through the Cooperative, would be purchased via the State DGS contract.

Based on past experience, purchasing from cooperative contract schedules - a practice encouraged by the FTA - expedites the purchasing process, while ensuring that a competitive price is paid for goods and services.

EFFECT OF APPROVAL OF STAFF RECOMMENDATION:

If this staff recommendation is approved by the board, the staff would be authorized, but not required, to negotiate and enter into a written contract for the purchase of vehicles upon terms and conditions set forth in the aforementioned cooperative

contract and no less favorable to Access Services than those proposed above. Access Services would not be legally bound to the vehicle purchase contract unless such contract is incorporated into a formal written agreement executed by all parties thereto and approved as to form by this entity's legal counsel.

BACKGROUND:

The paratransit vehicles scheduled for replacement have each accumulated approximately 200,000 miles. The FTA assumes that vehicles the size of Access minivans and cutaways have a useful life of four (4) years or 100,000 miles.

The recommended action will permit staff to replace 30 minivans with 24 minivans and 6 sedans and 7 cutaways with the same number of cutaways. The proposed purchase would break down as follows:

- 24 Dodge Amerivan Minivan Replacement Units @ \$42,400 per unit
- 6 Chevrolet Malibu Sedan Replacement Units @ \$18,500 per unit
- 5 Ford Aerotec Class B Cutaway Replacement Units @ \$72,500 per unit
- 2 Ford Aerotec Class C Cutaway Replacement Units @ \$82,000 per unit

In addition to the above listed per unit costs, which include tax and license, the two purchasing agencies will also charge Access fees totaling approximately \$20,000.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: ANDRE COLAIACE, DEPUTY EXECUTIVE DIRECTOR,
PLANNING AND GOVERNMENTAL AFFAIRS

RE: RENEWAL OF AGENCY INSURANCE POLICIES FOR 2011-2012

ISSUE:

Board approval is requested to purchase various Agency insurance policies for the policy year starting November 1st.

RECOMMENDATION:

Approve the purchase of various Agency insurance policies, including property, general liability, executive management liability and workers' compensation insurance for a not to exceed amount of \$250,000.

IMPACT ON BUDGET:

There are sufficient funds in the budget to purchase these policies.

ALTERNATIVES CONSIDERED

No alternatives were considered. In order to protect the agency from liability, it is necessary to purchase these policies on an annual basis.

BACKGROUND:

SullivanCurtisMonroe, Access' insurance broker, is in the process of soliciting quotes for the various insurance policies. While they believe that the total cost of the policies will be slightly above last year's cost of \$198,000, staff is asking for additional authority as a contingency so the policies can be purchased before November 1st.

OCTOBER 14, 2011

TO: BOARD OF DIRECTORS

FROM: MARK MALONEY, CHIEF OPERATING OFFICER
SHELLY VERRINDER, EXECUTIVE DIERCTOR

RE: EMPLOYEE HAND BOOK REVISIONS

ISSUE:

It is necessary to revise and update some of the policies in the Employee Handbook based upon changes in regulations and best practices.

RECOMMENDATION:

Approve the attached policies related to:

- Employment Categories
- Agreement to Arbitrate Claims
- Internet, E-mail, and Electronic Communications Policy
- Personal Digital Assistant Policy
- Leave of Absence Policy
- Solicitation Policy
- Access Services Non-Revenue Service Vehicle Policy & Procedures
- Educational Assistance
- Paid Time Off Policy
- Holiday
- Team Work and Mutual Respect

IMPACT ON BUDGET:

There is no expected impact on the budget due to the proposed changes to the Employee Handbook.

BACKGROUND:

It is necessary to update the Access Services Employee Handbook based upon changes to regulations and best practices in the industry. Only policies that are being modified, deleted, or added to the Handbook are being presented to the Board for approval. When the Handbook is completed a copy will be made available to the Board of Directors via the Board Box.

- **Employment Categories** - All employment relationships with Access Services are at-will. Meaning that employment relationships are at the mutual consent of the employee and Access Services, either the employee or Access Services can terminate the employment relationship at will, at any time, either with or without cause or advance notice. As an at will employer the best practice is to remove any form of Introductory or Probationary Period from the Handbook.
- **Agreement to Arbitrate Claims** - The Arbitration Agreement has been updated as a result of some recent court decisions and changes to the law.
- **Internet, Email, and Electronics Communications Policy** - As Access Services moves more toward a paper free environment it is necessary to update the existing policy to incorporate changes to how information is accessed and disseminated.
- **Personal Digital Assistant Policy** - Due to challenges faced with IRS reporting on company provided cell phones Access has changed its policy to providing a cell phone allowance to eligible individuals.
- **Paid and Unpaid Leave Policies** - Health care reform modified some terms of the Family and Medical Leave Act (FMLA) that have required Access Services to update our policy. One major change is that paid time off and (FMLA) will run concurrently versus sequentially.
- **Solicitation Policy** - This policy addresses when and where employees can distribute non-company materials and/or sale goods/services. The revised policy only allows for solicitation during non-work time and in non-work areas.
- **Access Services Non-Revenue Service Vehicle Policy & Procedures** - The focus on safety also applies to Access Services employees driving Access owned equipment. This policy addresses the use of Access vehicles, training, and safety.
- **Educational Assistance** - The current policy limits employees to \$1,200 per year in eligible education assistance expenses. The new policy

proposes to distribute the approved budget for educational assistance in an equitable manner to all eligible employees. The budgeted amount for the current Fiscal Year is \$20,000. The prior average yearly distribution was \$5,196.00.

- **Paid Time Off Policy** - Access Services has a very generous PTO policy in which an individual is allowed to accrue up to 768 hours of PTO. By law Access must keep cash on hand for each of these accrued hours. Staff is proposing to do the following:
 - Reduce the cap to 480 hours (the amount of time before long term disability insurance begins)
 - There are 19 employees who exceed the cap and staff is proposing to "cash out" the excess PTO to meet the 480 hours. The money for this payout has been accrued and is available.
 - Offer a yearly option for employees to "cash out" down to 120 hours of PTO.
- **Holiday** - Add the requirement that staff must be at work or on approved PTO the day before and the day after a holiday to be eligible for holiday pay.
- **Team Work and Mutual Respect** - As Access Services has grown the importance of team work and respecting all employees is becoming increasingly vital to our on-going success. This policy is being added as a best practice.

EMPLOYMENT CATEGORIES

NEW EMPLOYEES

All of our employees are employed at-will for an indefinite and unspecified duration. While we have every confidence in your selection for employment, our policy requires greater scrutiny and oversight of your job performance during the first few months of employment to assure you are properly trained, acclimated to our organization and are aware of the process and procedures that will allow you to better perform your tasks timely and efficiently.

Many of the benefits under our policies have standoff periods that require you be employed with us for a specified period of time before you become entitled to the benefit. Accordingly new employees should examine each policy to determine whether and/or when they will become eligible.

Employees promoted or transferred to a new position will likewise undergo a period of greater scrutiny during which your supervisor will communicate the expectations of the position against which your performance will be measured.

REGULAR EMPLOYEES

As indicated above all employees are at-will and employed for an indefinite period. Please see our separate At-will policy. It is important to remember that you, as the employee, or Access Services, as the employer, may terminate the employment relationship at will, with or without cause, at any time.

FULL / PART TIME EMPLOYEES

Full time regular employees are defined as employees regularly scheduled to work 80 hours per bi-weekly pay period. Part time regular employees are defined as employees regularly scheduled to work less than 80 hours per bi-weekly pay period. Part time employees are not eligible for company benefits, unless otherwise required by state or federal law, except for holiday pay. Holiday pay is paid on a pro-rated basis according to the employee's scheduled hours. For example, if a part time employee is regularly scheduled to work four hours on a day designated as a company holiday, that employee will receive four hours of holiday pay.

EXEMPT EMPLOYEES

Exempt employees are generally those employees who are engaged in work that is primarily intellectual, managerial, or creative, and requires exercise of discretion and independent judgment. To be classified as exempt, the job duties must meet or exceed the criteria set forth by federal and state law.

Employees who are characterized by Access Services as exempt from the overtime provisions of state and federal law are paid a salary that is intended to fully compensate them for all hours worked each pay period; however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee's compensation. That amount is not subject to reduction because of variations in the quality or quantity of the employee's work. As a general rule, an exempt employee's salary is not subject to deductions except for required withholding or any voluntary deductions elected by the employee. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. A reduction may occur, for example, when an employee has exhausted all accrued PTO benefits and misses additional days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

NON-EXEMPT EMPLOYEES

Non-exempt employees include all regular employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Employees in this category are entitled to overtime pay for work in excess of 8 hours in a workday or 40 hours in a workweek.

Non-exempt employees shall record all time worked, including time worked over their normal schedule, on the electronic timesheet system at the time it actually occurs. Time is rounded to the nearest quarter of an hour.

Since all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Access Services. Accordingly, either the employee or the employer can terminate the employment relationship at will, at any time, with or without cause or advance notice.

TEMPORARY EMPLOYEES

A temporary employee is an employee that is hired to accomplish a particular project or specific task for a designated length of time, usually less than six months. However, an employee will not automatically change from temporary to any other employee status or classification merely by working in excess of the period originally expected and designated. An employee will change from temporary to regular status only if advised of such a change, in writing, by the Human Resources Department. Such notification will indicate the effective date on which the employee became or will become a regular employee. A temporary employee is not eligible to earn, accrue or participate in any company benefit programs, with the exception of holiday pay when a company holiday falls on a regularly scheduled work day.

PROBATIONARY EMPLOYEES

A probationary employee is any employee that has been subject to a progressive disciplinary action in which the action specifies that the employee has been placed on probationary status for a given length of time. See the Termination, Discipline, and Rules of Conduct Policy for further information.

AGREEMENT TO ARBITRATE CLAIMS

This is the new version provided by Jim Jones

The employee should recognize that differences may arise between Access Services and the employee during or following employment with Access Services, and that those differences may or may not be related to employment. The differences that cannot be resolved between the employee and his or her Supervisor and/or Manager will, under this agreement, be submitted to binding arbitration. The employee understands and agrees that by entering into this Agreement to Arbitrate Claims (the "Agreement"), he or she anticipates gaining the benefits of a speedy, impartial dispute-resolution procedure. **The employee acknowledges that by agreeing to arbitrate any "claims" (as defined below), he or she and Access Services is waiving any right they may have to a jury trial on such matters.**

The term "the Company" as used in this agreement shall include not only Access Services, but also all subsidiary and affiliated entities, all of their benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

1. Claims Covered by the Agreement

The Company and the employee mutually consent to the resolution by arbitration of all claims or controversies ("claims"), whether or not arising out of employment (or termination), that the Company may have against the employee or that the employee may have against the Company or against its Officers, Directors, employees or agents in their capacity as such or otherwise. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims of discrimination or harassment (including, but not limited to, race, color, religion, gender, family care status, marital status, Vietnam Veteran status, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, including pregnancy, childbirth, or related medical conditions, sexual orientation or any other characteristic protected by state or federal law); claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

2. Claims Not Covered by the Agreement

Claims the employee may have for workers' compensation or unemployment compensation benefits are not covered by this Agreement.

Even though a claim is covered by this agreement, nothing herein contained shall be deemed to prevent or preclude an Employee from pursuing an administrative claim before an applicable State or Federal agency.

3. Required Notice of All Claims and Statute of Limitations

The Company and the employee agree that the aggrieved party must give written notice of any claim to the other party within one (1) year of the date the aggrieved party first has knowledge of the event giving rise to the claim; failure to give such notice may be considered by the Arbitrator as a factor casting doubt on the validity of the claim but will not make the claim void or be deemed to waive it if there is a federal or state statute of limitations (including rules with respect to tolling) applicable to the claim within which period of limitations the claim is brought.

Written notice to the Company, or its Officers, Directors, employees or agents, shall be sent to the Risk Management Department of the Company at 3449 Santa Anita Avenue, 3rd Floor, El Monte, CA 91731. Written notice of the claim by the Company will be given to Employee at the last address recorded in his or her personnel file. The written notice of claims shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

4. Representation

During the Arbitration, any party may be represented by an attorney or other representative selected by that party.

5. Discovery

Each party shall have the right to take such discovery as is provided in and in accordance with Code of Civil Procedure §1283.05. The subpoena, specified below, shall be applicable to discovery pursuant to this paragraph.

6. Designation of Witnesses

At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the arbitration.

7. Subpoenas

Each party shall have the right to subpoena witnesses and documents for the Arbitration.

8. Arbitration Procedures

The Company and the employee agree that, except as provided in this Agreement, any arbitration shall be in accordance with the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act and, to the extent not inconsistent therewith or this Agreement, the then-current Employment Practices Arbitration Rules of the American Arbitration Association (“AAA”), before a neutral arbitrator who is licensed to practice law in the state in which the arbitration is convened (“the Arbitrator”). Employee acknowledges that he/she has been given a copy of the current AAA Employment Practices Arbitration Rules and has been referred to <http://www.adr.org/sp.asp?id=28803> for any update or changes in such rules from time to time.

The arbitration shall take place in or near the city in which the employee is or was last employed by the Company. The Arbitrator shall be a neutral selected as follows: AAA shall give each party a list of 11 arbitrators drawn from its panel of labor and employment arbitrators. Each party may delete all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall reduce the list by alternately deleting names until only one remains. The party who did not initiate the claim shall have the right to delete first. If no common name remains on the list of all parties, AAA shall furnish an additional list or lists until an Arbitrator is selected.

The Arbitrator shall apply and follow the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Federal Rules of Evidence shall apply. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitration award shall be final and binding upon the parties, except as provided in this Agreement.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings.

Any party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both the Company and the employee agree that neither shall initiate or prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement.

The Arbitrator shall render an award and written reasoned opinion stating the essential findings and conclusions on which the award is based. Such award may impose any and all damages, fees, costs or other remedies that could be imposed by a court of law given the nature of the claims presented.

9. Arbitration Fees and Costs

The party filing the claim shall pay the filing fees established by AAA, unless otherwise agreed upon by the Company in writing. The Company shall pay costs of the Arbitrator, meeting room charges and other expenses that would not have been incurred had the case been litigated in a court of law which expenses shall not be deemed recoverable costs even if the Company prevails in the arbitration. Otherwise, each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party attorneys' fees, or if there is written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party in accordance with and subject to the requirements of the statute or written agreement.

10. Judicial Review

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. A party opposing enforcement of an award may not do so in an enforcement proceeding, but must bring a separate action in any court of competent jurisdiction to set aside the award, where the standard of review will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without jury.

11. Requirement for Modification or Revocation

This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified in writing signed by the parties, which specifically state an intent to revoke or modify the Agreement.

12. Sole and Entire Agreement

This is the complete agreement of the parties on the subject of arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

13. Construction

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. However, if it should be determined that any material provision of this agreement is not binding on one of the parties, the other party shall have the option of not having such provision applied to it.

14. Consideration

The mutual promises by the Company and by me to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for this agreement.

15. Not an Employment Agreement

This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this agreement in any way alter the "at-will" status of my employment. The Company and I hereby acknowledge that either of us may elect to terminate my employment at any time, with or without cause, for any reason that does not violate the public policy of the State of California.

INTERNET, E-MAIL, AND ELECTRONIC COMMUNICATIONS POLICY

Access Services has established this Internet, E-mail, and Electronic Communications Policy to address Access' legal responsibilities, and to ensure that electronic communications devices are utilized in a legal, ethical, and appropriate manner.

I. TECHNOLOGY USE AND PRIVACY

Access Services provides various technology-based resources to assist employees in performing their assigned job duties. These resources are the sole property of Access Services, and the devices and their output are likewise company property. An employee should have no expectation of privacy when utilizing any company owned technology resource. Each employee has a responsibility to use these technology resources in a manner that increases productivity, enhances Access Services' public image, and is respectful of other employees. Failure to follow Access Services' policies regarding technology resources may lead to disciplinary action, up to and including termination of employment. Moreover, Access Services reserves the right to advise appropriate legal authorities of any violation of law by an employee.

II. TECHNOLOGY RESOURCES DEFINITION

Technology resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; lap-top computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic-mail; telephones; cellular phones; pagers; and voicemail systems.

III. AUTHORIZATION

Access to Access Services' technology resources is within the sole discretion of Access Services. Generally speaking, access to technologies is given to employees whose job performance will benefit from the use of such technology.

IV. PERMITTED USE

Access Services' technology resources exist for the purpose of conducting Access Services' business. Employees may, however, use technology resources for occasional personal uses so long as such use does not interfere with the employee's duties; is not done for monetary or personal gain; does not conflict with Access Services' business; and does not violate any policy. Such personal use is monitored, and excessive use may result in disciplinary action. Some permitted personal uses of technology resources are to send and receive

necessary and occasional personal communications; prepare and store incidental personal data (such as personal calendars or address lists); use the telephone system for brief and necessary personal calls; and to access the Internet for brief personal searches and inquiries. Personal uses of technology resources are restricted to meal and break times or outside of work hours and employees are reminded that they must adhere to all usage policies even if accessed during non-work hours.

Access Services assumes no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on Access Services' technology resources. Access Services accepts no responsibility or liability for the loss or non-delivery of any personal electronic-mail or voicemail communications or any personal data stored on any Access Services' property. Access Services strongly discourages employees from storing any personal data on any of Access Services' technology resources.

V. IMPROPER USE

Employees may not use Access Services' technology resources for any illegal purpose, violation of any policy, in a manner contrary to the best interests of Access Services, in any way that discloses confidential or proprietary information of Access Services or third parties, or for personal or pecuniary gain.

Access Services acknowledges that the nature of electronic correspondence is less formal than written memoranda. Employees must take care, however, not to let such informality degenerate into improper use. As set forth more fully in Access Services' "Policy Against Unlawful Harassment," Access Services does not tolerate discrimination or harassment based on any status that is protected by state and federal laws. Under no circumstances may employees use Access Services' Technology Resources to transmit, receive, or store any information that is, or can be construed as, unlawfully discriminatory, harassing, or defamatory (i.e., sexually-explicit or racial messages, jokes, or cartoons), or that violates any policy.

Employees must not use Access Services' technology resources to copy, retrieve, forward or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

VI. COMPANY ACCESS TO TECHNOLOGY RESOURCES

All messages sent and received, including personal messages, and all data and information stored on Access Services' electronic-mail system, voicemail system, or computer systems are Access Services' property regardless of the content. As such, Access Services reserves the right to access all of its

technology resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

While Access Services does not wish to examine personal information of its employees, on occasion, Access Services may need to access its technology resources including computer files, electronic-mail messages, and voicemail messages. As stated above, employees must understand that they have no right of privacy with respect to any messages or information created or maintained on Access Services' technology resources, including personal information or messages, even if protected by personal password. Access Services may, at its discretion, inspect any or all files or messages in its technology resources at any time for any reason. Access Services may also monitor its technology resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

A. Passwords

Certain technology resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. However, passwords do not confer any right of privacy upon any employee of Access Services. Thus, even though employees may maintain passwords for accessing technology resources, employees must not expect that any information maintained on company property, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization from their supervisor or a member of senior management.

B. Deleted Information

Deleting or erasing information, documents, or messages maintained on Access Services' technology resources is, in most cases, ineffective. All employees should understand that any information kept on Access Services' technology resources may be electronically recalled or re-created, regardless of whether it has been "deleted" or "erased" by an employee. Because Access Services periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential.

VII. The Internet And On-Line Services

Access Services provides authorized employees access to on-line services such as the Internet. Access Services expects that employees will use these services

in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use Access Services' technology resources to access, download, or contribute to Internet sites whose content is inappropriate in the workplace; including but not limited to, gross, indecent, or sexually-oriented materials, gambling, and information related to purchasing or selling illegal drugs. Access Services monitors both the amount of time spent using on-line services and the sites visited by individual employees. Access Services reserves the right to limit such access by any means available to it, including revoking access altogether.

Additionally, employees may not use Access Services' technology resources to sign "guest books" at websites or to post information to any websites, including posting messages to Internet news groups or discussion groups. These actions will generate junk electronic mail and may expose Access Services to liability or unwanted attention because of comments that employees may make.

The Internet, while a convenient and useful resources, is not without its drawbacks, especially when confidential information is being transmitted. Employees should avoid sending confidential information over the Internet, except when absolutely necessary. Employees also should verify electronic mail addresses before transmitting any messages.

VIII. SOFTWARE USE

All software on Access Services' technology resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on Access Services' computers, by any means of transmission, unless authorized in writing, in advance, by the Deputy Executive Director of Administration. Authorization for loading software onto Access Services' computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

IX. CONFIDENTIAL AND PROPRIETARY INFORMATION

Access Services is cognizant of the issue of protection of trade secrets and other confidential and proprietary information of both Access Services and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting confidential information on Access Services' technology resources. Confidential information should not be accessed through Access Services' technology resources in the presence of unauthorized individuals. Similarly, confidential information should not be left visible or unattended. Moreover, any confidential information transmitted via technology resources should be marked with the following confidentiality legend:

"IMPORTANT NOTICE - - The information contained in this e-mail message is intended only for the personal and confidential use of the

intended recipients. This message may be an attorney-client communication and, as such, is privileged and confidential and not a public record under the California Public Records Act. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify us immediately by reply e-mail or telephone and delete the original message and all attachments from your system. Thank you."

X. SOFTWARE AND DATA FROM HOME OR OFF SITE USE

Access Services endeavors to license its software so that it may be used on portable computers in addition to office computers. Before transferring or copying any software or data from Access Services' technology resources to another computer, employees must submit a written request to the Deputy Executive Director of Administration.

XI. SECURITY

Access Services has installed a variety of programs and devices to ensure the safety and security of Access Services' technology resources. Any employee found tampering or disabling any of Access Services' security devices will be subject to disciplinary action, up to and including termination of employment.

XII. AUDIT

Access Services may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on Access Services' Technology Resources may be conducted without warning at any time.

XIII. PROPRIETARY INFORMATION OWNED BY ACCESS

All Access Services programs, data, files and content, including, without limitation, that created by employees while employed by Access Services ("proprietary material") is the property of Access Services regardless of form and regardless of where it resides. Upon termination of employment, employee must promptly return to Access Services any and all such proprietary material in employee's possession or under employee's control and retain no copies thereof in any form.

PERSONAL DIGITAL ASSISTANT POLICY

Policy and Procedures for Personal Digital Assistants (PDA)

Background

The Internal Revenue Service (IRS) considers employer provided cell phones and personal digital assistants (PDAs) to be "listed property" for the purposes of tax treatment (section 280F (d)(4)(A)(v))[1]. A significant amount of record keeping is needed in order to qualify the use of the cell phone or PDA for business related purposes. Section 274(d)(4) of the IRS code describes the steps necessary to document such business use of listed property and includes (a) the amount of the expense, (b) the time and place of the call, and (c) the business purpose of the call[2]. This amount of record keeping is not only onerous for the employee, but also for the employer.

Policy

All employees with a business-related need for a Personal Digital Assistant (PDA) allowance must complete the "PDA Allowance Request Form." This form must be approved by the employee's direct supervisor as well as the Deputy Executive Director for Administration. Once received and processed by Human Resources, a taxable allowance will be added to the employee's paycheck of each month. **Employees must verify with Access' Deputy Executive Director for Administration that their selection of PDA and voice and service data contract will allow for proper synchronization to Access' Exchange server network.** All contracts for service must be taken out in the name of the employee receiving the allowance and may not be taken out in the name of Access Services.

PDA Service Allowance

The amount of monthly allowance is based upon a typical contract necessary to meet business related needs for voice and data services. Based upon historical usage, the monthly allowance has been set to \$90.00. Initial activation allowance of a voice and data contract will be up to \$35.00 based upon submittal of an original paid receipt.

Note that this allowance does not represent an increase in base pay. The allowance will continue unless Human Resources is notified in writing either by the employee, or the supervisor that the allowance is to cease.

No additional reimbursement will be provided to those receiving a monthly allowance even if the monthly charges to the employee exceed the allowance amount. However, allowances may be changed at any time should business circumstances or needs change. All requests for a change in allowance must be made by the supervisor in writing using the "PDA Allowance Request Form".

PDA Equipment Allowance

Access also provides employees with a taxable equipment allowance towards the initial purchase of a PDA, and for the replacement of a PDA (where the replacement may occur no more frequently than once every 2 years). In order to receive an equipment allowance the employee must submit proof in the form of an original paid receipt showing the purchase of the PDA and with its cost clearly indicated. The amount of the equipment allowance will be the lesser of the actual cost of the new PDA or \$150.00. Equipment allowances must be requested using the "PDA Equipment Request Form". Approved equipment allowances will then be sent to Human Resources for processing of the taxable amount through Payroll.

Because the PDA is owned by the employee, and the allowance is taxable, the PDA may be used by the employee for both personal and business related calls. The employee may also use the allowance as they see fit in order to obtain cellular service and may freely use it to purchase an individual cellular plan or a so-called "family" plan.

Payroll Adjustments

For payroll purposes the annualized amount of the allowance ($\$1,080/26 = \41.54 less withholding taxes) will be adjusted to an employee's bi-weekly paycheck. These allowances will be reported on the employees' W-2s and be subject to withholding taxes. These allowances will not be considered for retirement calculation purposes.

Support for PDAs

All support for PDAs is provided by the cellular service company chosen by the employee. Access' Information Technology Department cannot offer any support for individually owned PDAs. However, Information Technology will provide proper credentials and instructions for synchronization to Access' Exchange server network.

Changes to Service Contracts

Access reserves the right to change or terminate this policy regarding allowances for PDA service and equipment. Individuals eligible for receipt of an allowance should understand that they are personally liable for monthly charges or termination fees, regardless of employment status or any change in this reimbursement policy.

Restrictions on Usage of PDAs

An employee may not use his or her PDA:

1. For non-Access business reasons during working hours except during breaks, lunch or in extreme emergencies;
2. While driving an automobile except in strict compliance with applicable law;

3. For the purpose of harassing or defaming any other person or employee connected with Access or any of its contractors or providers.

Failure to follow these requirements may result in discipline up to and including discharge.

LEAVE OF ABSENCE POLICY

I. POLICY

As required by state and federal law, Access Services provides family and medical leave up to twelve weeks per year, pregnancy disability leave for up to four months in accordance with the California Fair Employment and Housing Act; disability leave as required to reasonably accommodate employees with a qualified disability under the Americans with Disabilities Act ("ADA"); occupational disability leave; and leaves for other legally required absences. Additional leaves of absence will be considered in cases of medical disabilities, personal emergencies, military duty, jury duty, witness duty and bereavement. Unless specifically provided otherwise, all leaves of absence are available on an unpaid basis.

All regular full-time employees are eligible for an unpaid leave of absence once he or she has completed a 180-day employment period. In addition, such employee may be eligible for an unpaid leave of absence before completing his or her first 180 days of employment where required by state or federal law. For example, a leave of absence may be granted to introductory employees for occupational disabilities, medical emergencies, jury duty, witness duty, military duty or pregnancy disability.

Subject to any applicable legal restrictions, requests for a leave of absence will be considered on the basis of the employee's length of service, performance, level of responsibility, the reason for the request, and the business needs of Access Services.

II. RULES APPLICABLE TO SPECIFIC TYPES OF LEAVES

A. Family and Medical Leave (FMLA)

1. Eligibility

To be eligible for family and medical leave, an employee must have worked for Access Services for at least twelve months prior to the date on which the leave is to commence; and worked at least 1,250 hours in the 12 months preceding the leave. Subject to the conditions of this policy, eligible employees may request up to 12 weeks family and medical leave during a 12-month period. The 12-month period used under this policy to measure the 12-week limitation will be the rolling 12-month period measured backward from the date an employee uses any leave.

2. Permissible Uses of Family and Medical Leave

Family and medical leave may be requested for any of the following reasons: the birth or adoption of an employee's child; the placement of a foster child with the employee; or the serious health condition of any employee's child, spouse or parent. Medical leave may also be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a healthcare provider and prevents the employee from performing one or more of the essential functions of his or her position.

3. Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family and medical leave in a 12-month period. The 12-month period commences on the first day on which the first family and medical leave is taken. If the employee is unable to return to work after the 12-week leave, Access Services may, in its sole discretion, extend the leave.

Family and medical leave taken for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without Access Services' permission. Parents who are both employed by Access Services may take a maximum combined total of 12 weeks of family and medical leave in a 12-month period for the birth, adoption, or foster care of their child.

Family and medical leave taken for the employee's own serious health condition or for the serious health condition of the employee's child, spouse, or parent may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, Access Services retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

4. Accrual of Seniority and Benefits

During an employee's family and medical leave, Access Services will continue the employee's participation in Access Services' group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If a leave is extended beyond the allowed 12-week period, the

employee will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

An employee on family and medical leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the family and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has four weeks of accrued PTO at the time of the request, that PTO can be substituted for the first four weeks, thereby, leaving up to eight additional weeks of unpaid leave.

For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee's years of service.

5. Coordination of Benefits

All leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave of absence for both the employee and Access Services. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

6. Notice Requirements

For foreseeable events, the employee must provide 30 calendar days' advance notice to Access Services of the need for family and medical leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify his or her Supervisor as soon possible, no later than 1 or 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of Access Services' business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Access Services reserves the right to deny the taking of the leave until at least 30 days after the date the employee provides notice of the need for family and medical leave.

7. Medical Certification

A request for family and medical leave for an employee's own serious health condition or to care for a child, spouse, or parent with a serious health condition must be supported by a medical certification from a healthcare provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. For unforeseeable leaves, employees must provide the required certification within 15 calendar days after the leave begins, unless it is not practical under the circumstances to do so.

It is the employee's responsibility to provide the Human Resources Department all the following information in writing:

- a. The reason the leave of absence is being requested;
- b. The anticipated dates the leave of absence will begin and end;
- c. A healthcare provider's certification verifying the existence of the disability;
- d. Periodic updates to the employee's Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee's status, expected date of return, and continued intent to return to work upon expiration of the leave; and
- e. Immediate notification to the employee's Supervisor and/or the Human Resources Department in case of a need to change the duration of the leave of absence.

B. Medical Leaves of Absence for Non-Occupational Disabilities

1. Requests for Leaves of Absence

An employee who is temporarily disabled and unable to work due to a personal injury or illness, not covered under FMLA, may submit a request for a medical leave of absence. Medical leaves of absence will be granted in writing for the period of the illness or disability, provided such period shall not exceed twelve weeks.

Before returning to work following a medical leave of absence, an employee must submit a healthcare provider's verification stating the employee's ability to return to work, the date that he or she is

able to return and any necessary accommodations the employee needs to perform the essential job duties.

2. Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of medical leave in a 12-month period. The 12-month period commences on the first day on which the first medical leave is taken.

3. Accrual of Seniority and Benefits

During an employee's medical leave, Access Services will continue the employee's participation in Access Services' group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If a leave is extended beyond the allowed 12-week period, the employee will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

An employee on medical leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has four weeks of accrued PTO at the time of the request, that PTO can be substituted for the first four weeks. Thereby, leaving up to eight additional weeks of unpaid leave.

For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee's years of service.

4. Coordination of Benefits

All leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave of absence for both the employee and Access Services. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

5. Notification Requirements

For foreseeable events, the employee must provide 30 calendar days' advance notice to Access Services of the need for medical leave. For events that are unforeseeable, but are not an emergency, the employee must notify his or her Supervisor as soon as possible, no later than one or two working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of Access Services' business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Access Services reserves the right to deny the taking of the leave until at least 30 days after the date the employee provides notice of the need for family and medical leave.

It is the employee's responsibility to provide the Human Resources Department all the following information in writing:

- a. The reason the leave of absence is being requested;
- b. The anticipated dates the leave of absence will begin and end;
- c. A healthcare provider's certification verifying the existence of the disability;
- d. Periodic updates to the employee's Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee's status, expected date of return, and continued intent to return to work upon expiration of the leave; and
- e. Immediate notification to the employee's Supervisor and/or the Human Resources Department in case of a need to change the duration of the leave of absence.

C. Medical Leaves of Absence for Occupational Disabilities

1. Requests for Leaves of Absence

A leave of absence shall be granted upon written request to any regular full-time employee who sustains an occupational disability. Subject to any limitations permitted by law, a leave of

absence for an occupational disability shall be extended to the employee for the duration of the occupational disability.

Before returning to work following a leave of absence for an occupational disability, an employee must submit a healthcare provider's verification stating the employee's ability to return to work, the date that he or she is able to return and any necessary accommodations needed to perform the essential job duties.

2. Accrual of Seniority and Benefits

During a leave of absence for an occupational disability, Access Services will continue to pay for the employee's participation in Access Services' group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

An employee on an occupational disability leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

An employee returning from a leave of absence will be reinstated without loss of seniority earned prior to the commencement of his or her leave.

For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee's years of service.

3. Coordination of Benefits

A leave of absence for an occupational disability will be coordinated with workers' compensation, short-term and long-term disability, and any other benefits provided to the employee in an effort to minimize the impact of the leave of absence for both the employee and Access Services.

4. Notification Requirements

It is the employee's responsibility to provide the Human Resources Department all the following information in writing as soon as he or she becomes aware of the need for a leave of absence:

- a. The reason the leave of absence is being requested;

- b. The anticipated dates the leave of absence will begin and end;
- c. A healthcare provider's certification verifying the existence of disability;
- d. Periodic updates to the employee's Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee's status, expected date of return, and continued intent to return to work upon expiration of the leave; and
- e. Immediate notification to the employee's Supervisor and/or the Human Resources Department of a need to change the duration of the leave of absence.

5. Employer Requirements

Access Services will retain an employee on an extended leave of absence for occupational disabilities until one of the following situations takes place:

- a. The employee is released to return to work for full or partial duty;
- b. Access Services receives satisfactory medical evidence that the employee will be unable to return to work; or
- c. The employee resigns or actually or constructively informs Access Services that he or she does not intend to return to work.

D. Personal Leaves of Absence

1. Eligibility

A personal leave of absence without pay may be granted to a regular full-time employee for a reasonable period of time of up to 30 days. The leave may be extended for a reasonable period of time due to special circumstances, as determined on an individual basis by the Executive Director.

2. Requests for Leaves of Absence

Requests must be submitted in writing and must be approved by the employee's Director before the leave begins. It is the employee's responsibility to report to work at the end of the

approved leave. An employee who fails to report to work on the workday after the leave expires will be considered to have voluntarily terminated his or her employment.

3. Accrual of Seniority and Benefits

During an employee's personal leave of absence, Access Services will not continue to pay for the employee's participation in Access Services' group health plans. The employee is responsible to make the appropriate payments on a monthly basis. Details will be discussed at the time of leave. If the employee is unable to return to work, he or she will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

An employee on personal leave will accrue PTO benefits only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee's years of service.

E. Military Leaves of Absence

1. General

An employee who enters the Armed Forces of the United States will be placed on an extended leave without pay in accordance with applicable federal laws and USERRA.

A military leave of absence is granted without pay. However, in order to be eligible, an employee must submit written verification from the appropriate military authority. Access Services will reinstate the employee returning from military leave to his or her same position or one of comparable seniority, status, and pay if he or she:

- a. has a certificate of satisfactory completion of service;
- b. applies within 90 days after release from active duty or within such extended period, if any, as his or her rights are protected by law; and
- c. is qualified to fill their former position.

2. Reserve Duty

An employee who is a member of the National Guard or of a reserve component of the Armed Forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time. Upon presentation of a military pay voucher, the employee will be reimbursed for the difference between his or her normal compensation and the pay received while on military training leave.

All employee benefits remain in effect during Reserve Duty.

3. Compliance with Legal Requirements

Exceptions to this policy will occur as necessary to comply with applicable laws.

F. Jury Duty

1. Leaves of Absence

An employee may attend jury duty in accordance with his or her legal obligation to do so. It is the responsibility of the employee to bring a prospective juror's questionnaire to the attention of both the Supervisor and payroll immediately upon receipt. Furthermore, it is the employee's responsibility to inform the court of Access Services' maximum allowable compensation if an employee is assigned to a case that extends beyond the 80 hours.

2. Benefits

Access Services will continue to pay a regular full-time employee's participation in Access Services' group health plans, to the same extent and under the same terms and conditions as would apply had the employee not been on jury duty.

The employee will receive his or her regular rate of pay for any regularly scheduled work hours missed due to jury duty, up to a maximum of ten (10) working days per court summons. The employee may use his or her accrued PTO benefits for any days beyond the ten (10) allowable days, or take unpaid leave. For each day that an employee is away from work on jury duty, Access Services will deduct from his or her regular rate of pay an amount equal to the court's compensation, excluding mileage.

3. Work Attendance

Evidence of jury duty attendance must be presented to the Supervisor and payroll. The employee should continue to report for work on those days or parts of days when excused from jury duty if it is reasonably possible.

4. Return to Work

It is the employee's responsibility to report for work immediately following the expiration of jury duty. Failure to do so may result in disciplinary action, up to and including termination.

G. Witness Duty

An employee will receive time off with pay if he or she has been summoned to attend any hearing or trial as a witness on behalf of Access Services. An employee who is required by law to appear in court as a witness to an event unrelated to Access Services' business may take unpaid time off for such purpose as long as he or she provides Access Services with reasonable advance notice. PTO may be substituted for an unpaid leave.

H. Bereavement Leave

In the event of a death in the immediate family of a regular full-time employee, he or she will be allowed up to three normally scheduled consecutive working days off immediately following the death to arrange for and/or attend the funeral. "Immediate family" is defined as: current spouse, domestic partner, mother (step), father (step), sister, brother, child (step), foster child, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, grandparents or grandchildren. The employee may be required to furnish satisfactory evidence to support the leave. The employee will be paid his or her regular rate of pay for each of the scheduled workdays missed (up to three). If an employee requires more than three days, he or she may request a personal leave of absence for additional unpaid time or may request the opportunity to use accrued PTO.

III. RETURNING FROM LEAVE OF ABSENCE

When an employee is placed on a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there may be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement.

If an employee accepts other employment while on a leave of absence, or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee will be considered to have voluntarily terminated his or her employment.

If an employee's former position is unavailable when he or she is ready to return from an approved leave, every effort will be made to place the employee in a comparable position for which he or she is qualified. If such a position is not available, the employee will be considered for the next suitable position for which he or she is qualified that becomes available. In addition, Access Services will attempt to reasonably accommodate employees who are released for partial or modified duty. An employee who does not accept the position offered will be considered to have voluntarily terminated his or her employment, effective the day such refusal is made.

IV. TIME OFF TO VOTE

Access Services has a continuing interest in encouraging responsible citizenship. To make the voting process more available, an employee who does not have sufficient time outside his or her working hours within which to vote, will be allowed to take up to two hours off, with pay, for this purpose. Time off for voting will be granted only at the beginning or end of his or her regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift. To receive time off for voting, the employee must notify his or her Supervisor at least two working days in advance of the election. When the employee returns from voting, he or she will be requested to present a voter's receipt to his or her Supervisor.

V. PREGNANCY DISABILITY LEAVE AND TRANSFER PRIVILEGES

Under the California Fair Employment and Housing Act (FEHA), an employee who is disabled by pregnancy, childbirth or related medical conditions is eligible to take a pregnancy disability leave. Access Services is required to treat an employee's pregnancy disability the same as it treats other disabilities of similarly situated employees. An employee who is affected by pregnancy or a related medical condition is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable.

A. Purpose

The pregnancy disability leave is for time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth and would all be covered by the employee's pregnancy disability leave.

B. Amount of Leave

The pregnancy disability leave is for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months (or 88 workdays) for pregnancy. The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

C. Accrual of Seniority and Benefits

During an employee's pregnancy disability leave, Access Services will continue to pay for the employee's participation in Access Services' group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

An employee on pregnancy disability leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the pregnancy disability leave to which an employee is entitled to beyond 16 weeks. For example, if an employee has four weeks of accrued PTO at the time of the request, that PTO can be substituted for the first four weeks, thereby, leaving up to twelve additional weeks of unpaid leave. If a leave is extended beyond the 16 weeks, the employee will have the option of converting her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

D. Coordination of Benefits

All pregnancy disability leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave of absence for both the employee and Access Services. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

E. Medical Certification

An employee will be required to obtain a certification from her healthcare provider of her pregnancy disability or the medical advisability for a transfer. The certification should include the following information:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

2. The probable duration of the period or periods of disability or the period or periods for the advisability of the transfer; and
3. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons, or a statement that, due to her pregnancy, the transfer is medically advisable.

F. Reinstatement

Subject to the exceptions provided by law, employees will be guaranteed reinstatement from leaves necessitated by a pregnancy-related disability.

VI. SUBSTANCE ABUSE REHABILITATION LEAVE

Access Services wishes to assist any employee who recognizes that he or she has a substance abuse dependency that may interfere with the ability to perform his or her job in a satisfactory manner. An employee who decides to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off. If an employee requests time off to participate in such a program, Access Services will also make reasonable efforts to keep the program confidential. The employee may use any accrued sick leave or vacation benefits while on leave. The leave will be subject to the same provisions and rules as apply to medical leaves.

VII. RELATIONSHIP OF LEAVES TO PTO

As explained the PTO section of this handbook, PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. For example, and without limitation, accrued PTO time must be utilized by a qualified employee before the start of an unpaid Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave. In addition, if State Paid Family Leave (PFL) is otherwise applicable, an employee must first use up to 80 hours of PTO, before qualifying for payments under that program.

VII. TIME OFF TO PARTICIPATE IN ACTIVITIES OF CHILD'S SCHOOL

Under certain circumstances, an eligible employee may be entitled to take time off to participate in activities of his or her child's school or a licensed daycare facility. In order to be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten or a grade between one and 12 or attending a licensed child daycare facility. In addition, the employee must provide reasonable notice of the planned absence to his or her Supervisor before taking the time off. The employee may not take more than 40 hours off for this purpose in any single year or more than eight hours off in any calendar month of the year. If both parents of a child are employed by Access Services, only one parent may take time off at a time under this policy. The parent who first gives appropriate notice of the need for time off under this policy will have preference for the time off. In some cases, both parents may be given the opportunity to take time off at the same time with a Director's approval. This is an unpaid absence unless the employee utilizes accrued PTO.

VIII. DOMESTIC VIOLENCE

If an employee is the victim of domestic violence, time off may be necessary to seek judicial relief to help ensure the health, safety or welfare of the employee or a child. This may include efforts to obtain a temporary restraining order, a restraining order or other injunctive relief from a court. If an employee needs time off from work for this purpose, reasonable notice must be provided to the Human Resources Department. If an unscheduled or emergency court appearance is required for the health, safety or welfare of the domestic violence victim or a child, the employee must provide evidence from the court or prosecuting attorney that he or she has appeared in court within a reasonable time after the court appearance.

SOLICITATION POLICY

Soliciting employees or distributing material to employees in work areas during working hours is prohibited. Solicitation or distribution that involves employees is only allowed in non-work areas during non-work time. Non-employees are prohibited from soliciting on the premises at any time.

The use of company property such as bulletin boards and e-mail is restricted. While, subject to appropriate limitations, you can make reasonable use for charitable purposes or to announce, births, deaths, anniversaries and/or personal property for sale, you may not do so for commercial groups or other outside organizations nor may you do so on other than an occasional basis. Access maintains the right to remove from any of its property any inappropriate, offensive, or improper material. In no event shall Access be liable for the inaccuracy of any postings or solicitations made by employees except in their official capacity and for an Access authorized purpose.

Please consult your immediate supervisor or the Human Resources Manager if you are uncertain regarding the scope or application of this Policy.

ACCESS SERVICE NON-REVENUE SERVICE VEHICLE POLICY & PROCEDURES

1.0 PROCEDURES

1.1 Vehicle Assignment

1.1.1 Pool Vehicle Assignments

The Deputy Executive Director of Administration shall provide a detailed written request justifying such use of pool assignments to the Executive Director (ED). The Vehicle Maintenance Department will maintain an appropriate number of non-revenue passenger vehicles for employee use at AS facilities. The existence of pooled vehicles is intended to provide auxiliary transportation to employees to conduct AS business. Priority will be given to advance reservation requests over last minute requests.

When required for business purposes, all AS employees will have access to pool vehicles.

Non-revenue passenger vehicles shall primarily be assigned to general pools available to all employees.

1.1.2 Twenty-Four Hour Non-revenue Vehicle Assignment

"Twenty-Four Hour Car Assignment" to any AS employee will be made upon executive management recommendation and ED/ COO approval. Twenty-four hour nonrevenue vehicle assignment privileges may be terminated at any time. Any such vehicles specifically assigned to the ED shall be with approval of the Board of Directors.

A specific numbered AS non-revenue passenger vehicle may be assigned to an employee if;

- a. the employee is required to respond to AS emergencies regularly outside of normal job hours;
- b. the nature of his/her job requires regular visitation to one or more multiple sites at irregular hours when use of public transportation is impractical;
- c. at the discretion of the ED/COO (or the board of directors as the case may be).

In order to minimize the total number of assigned 24-hour non-revenue passenger vehicles and make the best use of limited resources, employees who are assigned a 24-hour non-revenue passenger vehicle should make that vehicle available to other members of his/her department or work group to the maximum extent possible. The ED/COO will monitor the appropriateness of 24-hour assignments. The Vehicle Maintenance Department will maintain appropriate documentation and semi-annually update the 24-hour assigned vehicle list with additions and deletions. An annual report will be provided to the ED/COO to be used in the review of the appropriateness of the assignments. All updated lists must be approved by the ED or COO.

The Human Resources Department may not offer a prospective candidate a non-revenue passenger vehicle as part of his/her employment package without the expressed authorization of the ED/COO. If an employee is authorized an AS non-revenue passenger vehicle as part of his/her compensation package, the vehicle shall be used to conduct AS business only and the employee shall follow all rules and regulations relative to the use and operation of the vehicle.

When appropriate, Directors are required to designate and limit the number of persons under their section who require 24-hour passenger vehicles to conduct section business. When demand exceeds non-revenue passenger vehicle supply, the employee may use his/her personal vehicle in accordance with the Travel and Business Expense Reimbursement Policy. Employees assigned a 24-hour vehicle are not eligible to use pool vehicles, except if assigned vehicle is unavailable due to planned maintenance or repair. Employees may use their personal vehicles in accordance with the Travel and Business Expense Reimbursement policy instead of a non-revenue vehicle.

1.1.3 Overnight Use

The employee's manager shall be responsible for approving overnight use of vehicles and monitoring unauthorized travel in non-revenue passenger vehicles. Employees using a Pool non-revenue vehicle to commute from home to work will be subject to taxable benefits for each daily commute. Overnight vehicle use must be properly documented.

1.2 Eligibility

Drivers of AS non-revenue passenger vehicles shall have a valid California driver's license. New hires who do not have a valid California driver's license, and are required to drive an AS non-revenue passenger vehicle, shall obtain a valid California driver's license within 30 days of AS employment. Only AS employees may drive AS non-revenue passenger vehicles.

Drivers of AS non-revenue passenger vehicles must complete the "Access Employees Driving Safety Program" which includes an on-line course on defensive driving and classroom instruction on accident/incident reporting.

Drivers of AS non-revenue passenger vehicles must register with the Claims Analyst and complete the necessary forms to participate in the California Department of Motor Vehicles Employer Pull Notice (EPN) Program. The Department of Motor Vehicles (DMV) notifies AS when employees are convicted of motor vehicle violations and when action is taken against a driver license or special driver certificate. Individuals considered by AS to have a poor driving record, or who are considered "negligent" by the Department of Motor Vehicles, as defined in the California Vehicle Code, Section 12810.5, cannot be employed as drivers.

Drivers of AS non-revenue passenger vehicles will have Motor Vehicle Records (MVRs) ordered periodically to assess driving records. AS' insurance broker shall make requests for MVRs. In recognition of certain privacy protections provided under The Fair Credit Reporting Act, the appropriate authorization must be secured from the concerned individual prior to requesting an MVR for that person. In evaluating MVRs, there is a criterion AS will follow; if there is any violations of the criteria disqualifying an individual for use of AS vehicles will be implemented.

In addition, drivers of AS non-revenue passenger vehicles must provide a copy of their current driver license and current proof of car insurance.

1.3 Unauthorized or Improper User

Non-revenue passenger vehicles can only be used for official AS business. Use of non-revenue passenger vehicles for other than incidental personal use is prohibited. Individuals not associated with AS may not drive non-revenue passenger vehicles. AS reserves the right to monitor any use of an AS-owned vehicle by whatever means it deems appropriate including, without limitation, real time global positioning system data capture and/or video/audio recording. It shall be grounds for immediate dismissal for any employee to tamper with or disable any video and or tracking devices placed aboard the vehicle by AS.

Non-revenue vehicles may not be driven outside the following counties unless specifically authorized in advance by the appropriate Executive Officer:

- Los Angeles County
- Orange County
- Ventura County
- San Bernardino County
- Riverside County

Proper care in the operation of a non-revenue vehicle, including the use of seat belts, must be exercised at all times. All state and local laws must be obeyed at all times.

AS employees may not use any cell phones while operating non-revenue vehicles, unless using a hands free device. Message texting and e-mail is also prohibited during the operation of a non-revenue vehicle. Emergency calls without a hands-free device may be made provided the vehicle is stopped in a safe location and the call does not interfere with the safe operation of the vehicle.

Smoking is prohibited in AS vehicles.

No modifications shall be made to any non-revenue service vehicle without the consent of AS except in an emergency and then only as necessary to meet such emergency.

Improper use of an AS non-revenue passenger vehicle may result in disciplinary action up to and including termination.

1.4 Accidents

Any accident or damage to a non-revenue passenger vehicle must be immediately reported by the driver to his/her supervisor and the Risk Management section as soon as possible. A AS Vehicle Accident Report must also be submitted at the end of the employee's work shift unless the employee is hospitalized. Drug testing may be required as specified in the Alcohol-and Drug-Free Work Environment policy.

1.5 IRS Reporting

The IRS Code requires that a taxable benefit be assessed for the use of 24-hour non-revenue passenger vehicles and Pool non-revenue vehicles when used for non-business and commuting purposes. Employees with an assigned 24-hour non-revenue passenger vehicle or a Pool non-revenue vehicle will be placed in one of two calculation method categories:

- 1) Commuting Valuation method will be used for all employees that earn less than federal employees at Executive Level V (Non-Control Employees).
- 2) The Annual Lease Valuation Method will be used for all employees assigned a 24- hour non-vehicle passenger vehicle or assigned a Pool non-revenue vehicle and earn more than federal employees at Executive V (Control Employee).

The Accounting Department's Payroll Section is responsible for calculating and withholding the appropriate tax and includes the amount of fringe benefit and the tax withheld on the employee's yearly W-2 form.

1.5.1 Commuting Valuation Method

The following method will be used for Non-Control Employees. A Non-Control Employee is one whose salary is below the definition of a highly compensated employee per IRS Regulation Section 1.132-8(f).

The value of the use of a 24-hour non-revenue vehicle passenger vehicle or assigned Pool non-revenue passenger vehicle assigned to a Non-Control Employee will be calculated as follows:

A Mileage Report (Attachment 1) will be submitted to Payroll by December 1st of each year and shall include information with regard to the number of commuting trips driven by the employee for commuting to and from the employee's personal residence to the employee's principal place of employment. Vacation, holidays, sick, jury duty, bereavement and out of town business travel will be excluded from the calculation. The time period for this calculation will be from November 01 through October 31 of each year. This number of personal commute trips will be multiplied by the amount calculated under the current IRS Code (\$1.50 per one way commute and \$3.00 per round trip) and will be included as taxable income and added to the employee's gross wages.

Failure to submit a Mileage Report to Payroll by December 1st will result in the taxation of total miles driven, both business and personal.

The amount of taxable fringe benefit will be included in the employee's W-2 Form for that calendar year.

1.5.2 Annual Lease Valuation Method

To the extent not otherwise provided in an applicable employment contract, this method will be used for all Control Employees. A Control Employee is a highly compensated employee as defined by IRS Regulation Section 1.132-8(f).

The value of the use of a 24-hour non-revenue passenger vehicle or assigned Pool non-revenue vehicle assigned to a Control Employee will be calculated as follows:

A Control Employee assigned a 24-hour non-revenue passenger vehicle or a Pool non-revenue vehicle will have the taxable benefit calculated based on a lease value taken from the "Annual Lease Value Table"

provided by the IRS. A Mileage Report (Attachment 1) will be submitted by each control employee assigned a 24-hour non-revenue vehicle or a Pool non-revenue vehicle by December 1st of each year to the Payroll Department. Each employee assigned a non-revenue vehicle must account for all commuting work days and must include information with regard to the number of commuting trips driven by the employee for commuting to and from the employee's personal residence to the employee's principal place of employment and the mileage for each trip. Vacation, holidays, sick, jury duty, bereavement, etc. and out of town business travel will be excluded from the calculation. If the vehicle is used by other staff for their personal commuting, those days need to be accounted for at the end of the year, the time period for this calculation will be from November 01 through October 31 of each year. This number will be multiplied by the amount calculated under the current IRS Code and will be included as taxable income and added to the employee's gross wages.

Failure to submit a Mileage Report to Payroll by December 1st will result in the taxation of total miles driven, both business and personal. The amount of taxable fringe benefit will be included in the employee's W-2 Form for that calendar year.

1.6 Mileage Reimbursement

AS will reimburse individual employees for any personal vehicle mileage and parking expense incurred while conducting authorized AS business, subject to AS policy.

1.7 Fuel

The driver of any AS vehicle must use AS refueling facilities if available. In emergency situations, the driver may refuel at commercial gas stations using "self-service" pumps only. Fuel receipts may be submitted as part of the Travel and Business Expense Report. Cost of fuel used for personal business is added to the taxable benefit of each employee with 24-hour assigned vehicles or assigned a Pool non-vehicle.

1.8 Traffic Citations

Drivers of AS vehicles must observe all vehicle, traffic and parking codes. Traffic and parking citations are the employee's responsibility. AS will not reimburse for parking citations or moving violations.

1.9 Keyed Vehicles

For business reasons AS may key some vehicles alike, but most new vehicles will be keyed individually. Employees are responsible for safeguarding non-revenue passenger vehicle keys and/or fobs.

1.10 Fleet Replacement Planning

Non-Revenue passenger vehicles may be replaced in accordance with the AS capital budgeting procedures. The targeted passenger vehicle retirement and replacement schedule shall be 6 years and/or 100,000 miles.

2.0 DEFINITION OF TERMS

Control Employee - a "highly compensated" employee as defined by IRS regulation Section 1.132-8(f).

Driver - AS employee who is eligible and authorized to drive a non-revenue passenger vehicle and who has a valid California driver's license.

Emergency - incidents that directly and adversely affect the safety of the riding public, AS employees, AS property or the timeliness of critical AS service; or incidents where failure to report to the emergency site in a timely manner would direct or adversely affect the safety of the riding public, property, or the timeliness of critical AS service.

Twenty-Four Hour Vehicles - non-revenue passenger vehicles assigned to Executive Officers, and/or employees on 24-hour call.

3.0 RESPONSIBILITIES

Accounting Department is responsible for application of IRS code requirements as they pertain to the use of AS non-revenue passenger vehicles and for the appropriate reporting and withholding of the related tax on the employee's yearly W-2 report.

The ED or his/her designee shall approve all 24-hour vehicle assignments.

The Deputy Executive Director of Administration, through the ED shall be responsible for administering this policy and managing the AS nonrevenue vehicle and equipment fleet, including planning the acquisition of new non-revenue vehicles and equipment, coordinating and maintaining all vehicle tracking records for the use of these vehicles, maintenance of the non-revenue vehicle and equipment fleet, including scheduling and performance of inspections and all regular repair and maintenance, maintaining accurate maintenance records, and performing an on-going review and analysis of the

fleet to determine need for replacement. He/she must develop and implement appropriate operating procedures to ensure proper maintenance and security of all AS vehicles; and develop and implement all written specifications for the non-revenue fleet.

Executive Officers are responsible for ensuring that, when necessary, employees have AS vehicles to properly conduct their duties and responsibilities and that the vehicles are used in accordance with this procedure.

Employees will be responsible for the following:

- Safety and security of the vehicle in accordance with this policy;
- Maintaining a valid California driver's license;
- Wearing a seat belt at all times while operating the non-revenue vehicle; and
- Completing required vehicle reports in a timely manner.
- For safety reasons, cellular phones must be operated "hands-free" while driving a motor vehicle except for emergency purposes, to comply with California Vehicle Code §23123.

4.0 REFERENCES

Travel and Business Expense Reimbursement policy

Alcohol- and Drug-Free Work Environment policy

Safe Usage of Electronic Devices policy

5.0 ATTACHMENTS

24-Hour Assigned Vehicle Service Mileage Sheet

ACCESS SERVICES
24-HOUR/POOL ASSIGNED VEHICLE SERVICE MILEAGE SHEET
PERIOD: _____

Name: _____

Badge No. _____

Daily Commute miles (per Google Maps)	
Daily Round trip Commute Miles	
Total Work days (Excludes vacation, holidays, sick, jury duty, bereavement, etc, and out of town business travel.)	
Total personal use miles (Daily Round trip Miles x Total Work Days)	

Signed: _____

Date: _____

Due to Payroll no later than December 1.

EDUCATIONAL ASSISTANCE

It is the policy of Access Services to provide educational assistance to employees wishing to increase their capabilities in their current position or prepare for promotional opportunities. In order to be reimbursed properly, every course must be approved by the appropriate department head prior to enrollment. All regular full-time employees are eligible.

The maximum educational assistance shall not exceed the budgeted amount approved by the Board of Directors in any one fiscal year (July 1st - June 30th). The class must be taken within the same fiscal year as the reimbursement is requested. Unused educational assistance may not be carried forward to the following fiscal year.

The employee will initially pay for tuition, books, lab materials, registration fees and other requested study materials and will be reimbursed for these costs upon satisfactory completion (C or better, or pass) of each approved course. Access Services will not reimburse for travel time and incidental expenses (i.e. activity fees, parking, etc.).

Courses must be related to Access Services' business or be required in a degree or certificate program. The courses must relate to the duties of the employee's position, other positions in the employee's class, or upward mobility of the employee.

PAID TIME OFF POLICY

Access Services provides regular full-time employees paid time off (PTO) benefits because it recognizes the value of rest and relaxation away from work. PTO combines vacation and sick leave benefits into a single PTO bank and can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities.

I. ELIGIBILITY AND ACCRUAL

All regular full-time employees will begin to accrue PTO from the first day of employment. PTO is accrued according to the bi-weekly payroll schedule at the following accrual rate:

YEARS OF SERVICE	ACCRUAL RATE PER ENTITLEMENT	PER PAY PERIOD
0-4 years	176 Hours (22 days)	6.77 Hours
5-8 years	216 Hours (27 days)	8.31 Hours
Over 8 years	256 Hours (32 days)	9.85 Hours

When an employee's anniversary date passes, and such anniversary date would increase the employee's accrual rate of PTO, the PTO accrual will begin at the higher rate during that pay period. PTO hours are accrued based on continuous years of service. "Continuous Service" means service that is uninterrupted by termination of employment and subsequently rehired by Access Services. The employee will receive payment of accrued but unused PTO benefits, prorated on a daily basis, at the time of separation from Access Services.

Employees are strongly encouraged to take two weeks of accrued PTO annually. PTO accruals continue to rollover annually up to the maximum accrual, which is 480 hours. This means that the employee ceases accruing PTO when 480 hours has been accumulated. Employees will begin to accrue PTO again once the PTO balance has been reduced below the allotted maximum.

II. PTO USE AND APPROVAL

A. Vacation

Time off must be requested and approved in writing, in advance, by the employee's Supervisor. For each occasion, employees need to complete a "Request for Time Off" form and submit it to his or her Supervisor. Vacation hours taken should be reported on the employee's timesheet as "PTO Hours." Hours reported will be charged to the employee's PTO bank. Generally,

accrued PTO may be taken at any time during the year; however, PTO requests are subject to the approval of the immediate Supervisor.

B. Sick

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, Access Services, provides regular full-time employees with PTO benefits. PTO may be used for a personal illness or an illness within the employee's family; emergency; disability; medical or dental appointments or for family care purposes.

Except for bonafide unanticipated illness or injury, an Employee must give his or her Supervisor as much advance notice as possible of intent to use PTO.

Employees are responsible for maintaining communication with Access Services regarding their leave status, work availability, and any change in name, address, or telephone number.

Access Services retains the right to request verification from a licensed healthcare provider for any absence due to illness or disability. Employees are also required to submit a doctor's release if hospitalized for any reason, or if absent for 3 successive working days due to an illness or injury. This release should indicate the employee's return to work status, including any accommodations necessary and/or adjustments to the employee's work schedule. Failure to present this doctor's release, if requested, may result in the employee not being able to return to work until the release is presented. During an extended leave, the employee must notify his or her Supervisor of his or her expected return date as soon as possible.

Sick hours taken should be reported on the employee's timesheet as "PTO Hours." Hours reported will be charged to the employee's PTO bank.

C. Holidays

A company holiday that falls during a PTO absence will be treated as a holiday and not as a day of PTO. If PTO is used while on a leave of absence and a holiday occurs during that time, the holiday will not be paid and PTO hours, if available, will be used unless otherwise indicated.

D. PTO Advances

Employees may not borrow or take PTO prior to accruing it, except with the approval of the Executive Director. If the Executive Director gives approval for time off, the employee will be required to sign an agreement. The agreement will state that if the employment relationship is severed, the employee authorizes Access Services to reduce his or her final paycheck by the appropriate PTO hours advanced to him or her.

E. Pay in Lieu of PTO

Employees will not receive payment in lieu of PTO except upon termination of his or her employment or as follows:

An election period will be held each year in December, during which time a Benefit Eligible Employee with one year or more of employment will have the opportunity to make an irrevocable election to cash-out PTO hours that are scheduled to accrue in the next calendar year. PTO that will not accrue during the next calendar year because of the accumulation limitation provisions of this plan may not be cashed out. Further, you may not elect to cash-out PTO hours previously accrued at the time of an election except for the one time election of excess PTO described in section K of this policy.

This benefit requires an Annual election. Due to IRS regulations, elections will not carry over from one calendar year to the next calendar year.

Eligible Employees may elect to cash-out up to 256 PTO hours, depending on their annual PTO accrual.

A minimum of 120 hours MUST be in the employee's PTO bank, as of December 31st, in the year in which a cash-out election is made. Employees should remember to allow enough PTO hours in their bank in order to cover holidays, vacation, sick days, and emergencies. The PTO hours eligible employees will accrue in the next calendar year for which a cash-out is elected will not be available to use during the year for these purposes. If the accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued in the plan year to cover the election, the electing employee will receive only the balance of their elected PTO cash-out available at the time of the cash-out. If there are no hours available, no cash-out will occur.

There is one PTO Cash-Out pay date per annum. The cash-out will accrue and be paid on Wednesday after the first payday in November.

The PTO Cash-Out will be a separate live check. The check will be available in Payroll for pickup after 12 p.m. on the day the check is due. If the check is not picked-up in Payroll by 3 p.m., it will be mailed to the employee's home. All payments are subject to require State and Federal tax withholding requirement

F. PTO Pay

PTO pay is computed at the straight time rate for the employee's regular work schedule. PTO pay is based on the regular pay in which the employee would have received if working, excluding shift differential and any other extra payments.

G. PTO Pay Upon Separation of Employment

Upon termination of employment, the employee will be paid all accrued but unused PTO benefits, prorated on a daily basis.

H. No PTO Accrual During a Leave of Absence

Employees will not accrue PTO while on an unpaid leave of absence, or a leave of absence covered by disability salary continuation. Such accruals will recommence when the employee returns to work in a full-time status.

I. Mandatory Use of PTO to Offset Otherwise Unpaid Leave

PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed during the unpaid leave. For example, and without limitation, accrued PTO time must be utilized by a qualified employee during an unpaid Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave.

J. Mandatory Use of PTO to Offset Paid Family Leave

To the extent that Paid Family Leave (PFL) is otherwise applicable, you must first use, up to 80 hours of PTO, before qualifying for payments under that program.

K. Excess PTO

Employees who have accumulated in excess of 480 hours of PTO under policies in effect prior to December 31st, 2011 will be afforded the following one time opportunity regarding the excess which must be exercised on or before January 15th, 2012.

- i. They may cash out the excess hours.

- ii. They may do nothing in which case accrual of PTO is frozen at 480 hours until the excess hours are utilized. Employees are encouraged to consult their tax advisors before making a decision regarding such election.

III. PTO Abuse and Disciplinary Action

- A. Unscheduled absences, due to illnesses of four hours or more that result in consecutive days absent from work are considered one absence incident in relationship to potential disciplinary action.
- B. Progressive disciplinary action relative to incidents of absenteeism is administered on a rolling 12 month calendar as follows:
 - One - three incidents: No disciplinary action - Supervisory coaching
 - Fourth incident: Verbal warning with a documented coaching session
 - Fifth incident: Written warning in the employee's file
 - Sixth incident: Employment termination

An employee who receives a second written warning in a rolling 24 month time period will have his or her employment terminated.

- C. An employee who has used all of his or her FMLA/CFRA and Short Term Disability benefits, and is still unable to return to work, will have his or her employment terminated.
- C. Any employee who misses two consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.

HOLIDAY

All regular full-time employees will receive eight hours of holiday pay at his or her regular rate of pay for the following ten (10) observed company holidays each year:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERAN'S DAY
PRESIDENT'S DAY	THANKSGIVING DAY
MEMORIAL DAY	THANKSGIVING FRIDAY
INDEPENDENCE DAY	CHRISTMAS DAY

Employees must work both the day prior to and the day after the holiday to receive holiday pay, unless PTO is approved in advance.

TEAMWORK AND MUTUAL RESPECT

Access Services is an organization made up of individuals, each with our own unique talents, harnessed together as a team in order to most effectively and efficiently fulfill the mission of this organization. Our success in this endeavor requires that we be effective as a team, work in concert with each other and not seek to act merely as "lone-wolves."

It is expected that each person will strive at all times to avoid situations that disrupt the efficient operation of Access, or that prompt others in their group to act or respond in a negative manner. Further, employees are expected to behave so as not to be insubordinate to a supervisor or to intentionally (or by omission) sabotage the efforts of other employees, teams or departments. We expect and require that while working for us you restrain your individual ambition to prevent clashes with fellow teammates and instead channel that ambition in positive ways to facilitate the camaraderie and teamwork required for long term success of the organization as a whole.

Teamwork is promoted and achieved when everyone acknowledges the team leader, respects the leader's judgment and authority, and follows through on requests and directives without questioning them in a hostile or demeaning way. Mutual respect is the underlying factor that differentiates honest disagreement and/or discourse from unproductive obstruction. If someone is known or reasonably believed to intend harm to the company, teams, or any individual, please discuss the matter your supervisor or any other member of management, or with Human Resources.

Because our organization is a team, no individual -- no matter how great the talent or competent in core areas -- can be truly successful if they are unable or unwilling to work cooperatively and effectively with their teammates