



FIRSTSTEP
STNA Certification Program

Course Catalog,
Policy & Procedures, and
Employee Handbook



Course Catalog

506 Broadway Ave. 3 rd. Floor
Lorain, Ohio 44052

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Introduction

First Step Healthcare Academy offers CNA Training and Phlebotomy for students and staffed with qualified, approved instructors. First Step Healthcare Academy is owned by Albert & Juanita Brown, Located in Ohio. Albert & Juanita Brown has a team of professional and experienced staff members at First Step Healthcare Academy. Juanita Glover-Brown has a degree in Therapy as a COTA/L and Albert Brown has a degree in Nursing as a BSN, CNA Instructor and both have CPR Instructor, and Phlebotomy Instructor. Albert also served in the Marine Corp. Albert and Juanita both enjoyed many years of working in the health care field starting out as an CNA and gradually climbing up the latter of education to becoming the founders of First Step Healthcare Academy.

Mission Statement

First Step Healthcare Academy has a dedicated highly skilled team of healthcare professionals that thrive to provide individuals with clinical excellence, extraordinary service, with compassionate instructors. While servicing with a sense of warmth, kindness, and individual pride, treating the mind, body, and soul because every individual is unique.

Administration Members

Juanita Glover-Brown - CEO Administrator Phlebotomy & Nurse Aid Program
Albert Brown- Programs Coordinator & Director
Darnell Thomas – Website Developer/ IT Engineer (contractor)
RosLynn Stiles – Office Manger Administrator Assistant

Faculty Members

Miliani Huggins- CNA Instructor
Martha Delmonico- CNA Instructor
Karlene Rodgers - CNA Instructor
Cha'kara Watts - PBT Instructor

Programs/Courses Offered 2

Certificate Program:

73 Hour Phlebotomy Training & Certification

Program (1) / Course Cost

<u>Tuition</u>	<u>Registration</u>	<u>Books/Uniform</u> <u>NHA Exam Course</u>	<u>Supplies/Equipment</u> <u>& Practice Venipuncture</u>	<u>National Exam</u>
\$2,025.00	\$125.00	\$600	\$675	\$150

Total for the National Phlebotomy Training Program = **\$3,575.00**

Certificate Program:

76.50 Hour CNA Training

Program (2) / Course Cost

<u>Tuition</u>	<u>Registration</u>	<u>Books/Supplies/Equipment</u> <u>Uniform</u>	<u>Exam</u>
\$920.00	\$100.00	\$160	\$120.00

Total for the CNA Training Program = **\$1,300.00**

Entrance Requirements

1. The school does not discriminate based on race, sex, religion, ethnic origin, or disability. Students should submit ADA/IEP during application.
2. We do not require CNA students who enroll in the program to possess proof of a High School or GED completion. Some employers may require proof of employment, and it will be the student's responsibility to comply with employer requirements.
3. **WE do require Phlebotomy students to have High School Diploma or GED.**
4. CNA students need to be 16 years of age. Under 18 must have parents sign the application.
5. **We require Phlebotomy students to be 18 years of age and have a valid ID.**
6. All applicants must complete the enrollment application and submit it to First Step Healthcare Academy 506 Broadway Ave. 3rd Floor Lorain, Ohio 44052.

Enrollment

Prospective students may enroll anytime up to one weeks prior to start of class or will be enrolled to next upcoming class. Time missed will have to be made up to qualify to sit for the Phlebotomy Exam and CEPT.

Postponement of Start Date

Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth:

- a. Whether the postponement is for the convenience of the school or the student, and/or

- b. A deadline for a new course schedule, beyond which the start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

Placement Assistance

Phlebotomy Training Specialists **do not** provide any formal placement into employment opportunities. We do this for several reasons. The main reason being if we place one student and not another student we are then discriminating against the latter.

To that end we do not leave the students on their own in finding employment.

We do the following for students:

1. Market Sectors - We provide each student with a list of local sectors of the economy that employ Phlebotomists consistently. This list includes but is not limited to, Plasma Centers, Blood Banks, Platelet Donation, Dialysis, Physicians' Offices, Medical Clinics, Laboratories, Hospitals and Paramedical Examination to name a few. This gives the student ahead start on where to look for employment.
2. Resume Writing – All students will be encouraged to send in their resumes to our professional on staff resume writer and they will fine-tune their resume with them by way of suggestions and putting the resume with them into a medical format called a Curriculum Vitae.
3. Interview Preparation – We have a presentation done during class where we discuss interviewing. We also speak to the students regarding the application process for jobs, and what to expect during the interview process and a list of tough questions they will be asked.
4. Continual Training – All students once they have attended, successfully completed, and paid in full are allowed to return to the class free of

charge. In efforts to keep or improve their skills to better equip and prepare the student for interviews.

5. We do offer job placement for our CNA students as job opening come available. We DO NOT Guaranteed Employment, job placement is solely up to the referral employer.

Additionally, we have a call-in line available for students to call with questions regarding Phlebotomy Training and/or CNA Training regarding the application process, or general information about the classes at First Step.

Attendance Requirements

Attendance is mandatory for all students regardless of their current level of knowledge. This phlebotomy course is 80% or higher to pass, it is a pass/fail course and lack of attendance can affect your ability to pass. Students must attend all 73 hours. The CNA program is graded, students must have an 75% or higher to pass. The student must pass all twenty-three skills and attend 16 hours clinical at a long-term facility that is under the direction of First Step Healthcare Academy instructor. If a student missed the first day of class, they will be removed from the course and they will be required to enroll for another schedule. There is a 15- minute grace period at each class after which the student will be considered tardy and that time will have to be made up in 30-minute increments.

Time will be quantified at the educational facility electronically, and the student must be present the entire time. If a student misses a portion of class after commencement, they can request to sit in next available class. First Step Healthcare Academy will allow the student to make up the missed day unless this cause violations to facility occupancy guidelines. Students have 60 days to make up class. In the event a student is unable to make up class within the allotted time, Student will have to withdraw and reenroll.

Students who are unable to continue classes for medical reasons or severe personal problems will be required to take a leave of absence until they are able to return to class. Proper documentation will be required to substantiate a student's withdrawal.

Progress Policy

Program Grading Scale

Must-Have a Pass Rate

A+ / A-	100% - 90%
B+ / B-	89% - 80%
C+ / C	79%-75%

Fail	Under a 75% CNA / Under an 80% Phlebotomy
Incomplete	
Withdrawal	
Lab	CNA Students must pass all 23 skills to pass the class PBT Students must complete 30 venipuncture and 10 capillaries

Satisfactory Progress Policy

Students must maintain a 75% CNA or 80% Phlebotomy grade point average and successfully complete all requirements. Those students that are eligible to participate in FSSP graduation ceremony will be provided a certificate of completion at the end of the course, in which the student has enrolled and completed all requirements of the program.

The student may be terminated if grades are not satisfactory at the end of the class. Termination shall be at the school Director's discretion. The Director has final authority and shall notify the student of the final decision.

Throughout your training, your instructor will let you know exactly where you stand based on your interim progress reports.

Phlebotomy Students complete a final practical evaluation during the last hands-on day of the program. The test will include knowledge of tubes, additives, order of draw, and the ability to complete each step-in order and without correction. Completion of 4 successful draws; 2 arms and 2 hands are mandatory along with full attendance and full payment of tuition for graduation. Passing GPA 80%.

CNA Students Must pass all 23 skills, Pass the final with 75% or higher, and complete a 16-hour clinical. Have full attendance 76.50 hours, tuition paid in full to receive certification.

Course Repetitions

A student must repeat any course in which he/she fails to meet the requirements-methods of that course. Repeated courses that are satisfactorily completed may have that grade replaced by the previously failed grade and the hour count as earned. Full fees must be paid for each individual course repeated.

Course incompletes

Incompletes will be given to any student who does not fulfill the requirements of a course by the end of the quarter in which they are enrolled. A grade will be substituted for the incomplete if the student successfully completes the unfinished work, no later than the end of the 4th week following that class. Failure to complete the work in the period stipulated will result in a failing grade.

Graduation Requirements

Students must complete all clock hours at the scheduled time or makeup the hours missed. Students must also complete the program with a 75% GPA CNA or 80% GPA Phlebotomy passing grade with all fees paid.

Conduct Policy

All students are expected to act maturely and are required to respect other students and faculty members. Possession of weapons, illegal drugs, and alcohol of any kind is not allowed at any time on school property. Any violation of school policies may result in permanent dismissal from the school premises. In addition, there is to be no sexual contact between students including sexual harassment. Students should not "court/date" each other until they have graduated from the program.

Dismissal

We reserve the right to dismiss any student that continually disrupts the course work and training. Any dismissed student may regain re-entry into the course by contacting student services and discussing classroom etiquette with them on an individual basis. All students will eventually be allowed to finish, but their conduct must be above reproach. Theft will not be tolerated

and dismissed students for theft will not be allowed back into the class under any circumstances.

First Step Healthcare Academy reserves the right to dismiss students from class if the school determines through interaction with the student that said student does not have an "ability to benefit" from the class. This could be caused by a language barrier, mental instability, or other condition, mental or physical that staff determines will inhibit the student from completing the class and having a chance at a career. A full refund will be given in these scenarios, and more than one instructor and executive staff will be involved in the decision to dismiss the student from class.

Previous Credits

First Step Healthcare Academy does not accept other schools' classes to transfer.

Facilities

The school is located at 506 Broadway Ave. 3rd Floor Lorain, Ohio 44052. Our classrooms are furnished with modern date equipment, with a fully furnished lab, cafeteria, and quiet room.

Educational Services

First Step Healthcare Academy offers Phlebotomy Training Technician and CNA classes. The objective of this class is to prepare students to collect blood samples by venipuncture, aka Phlebotomy.

The class is 73 hours in length, either during the day, evening, or weekend classes. There is no distance education for this class. All the instruction is classroom instruction, and there are no additional fees to make up classes because we allow all students to return to the class free of charge once they have completed the class one time and allow the student the ability to finish at their own pace.

First Step healthcare Academy continually changes the curriculum to meet industry standards and safety/equipment updates.

Student Grievance Procedure

For complaints about the school, we advise you to contact the owner Albert & Juanita Brown at Firststep.stna@gmail.com to assist with resolving any concerns. Albert & Juanita Brown has an open-door policy, please contact them, and they will keep your identity with class concerns confidential. If your concerns are not something he/she can resolve, he/she will direct you to the state of Ohio to file a complaint at the state level. See below.

Student Complaints

Attempting to resolve any issue with the school first is strongly encouraged. Student complaints against this school may be registered with the Ohio State Board of Colleges and Schools in writing at 30 East Broad Street, Suite 2481, Columbus, OH 43215. Or by phone at 877-275-4219.

Refund Policy

If the student is not accepted into the training program, all monies paid by the student shall be refunded. Refunds for books, supplies, and consumable fees shall be made in accordance with Ohio Administrative Code section 3332-1- 10.1. There is one (1) academic term for this program that is 73 clock hours in length. Refunds for tuition and refundable fees shall be made in accordance with following provisions as established by Ohio Administrative Code section 3332-1-10:

A five-calendar-day cooling-off period, during which time the student may rescind the contract and receive a refund of all money paid. The cooling-off period may not end prior to midnight of the fifth calendar day after the latest of the following days:

- (i) The day the student signs an enrollment agreement
- (ii) The day the student pays the institution an initial deposit or first payment toward tuition and fees

- (1) A student who withdraws before the first class and after the 5-day cancellation period shall be obligated for the registration fee.

- (2) A student who starts class and withdraws before the academic term is 15% completed will be obligated for 25% of the tuition and refundable fees plus the registration fee.
- (3) A student who starts class and withdraws after the academic term is 15% but before the academic term is 25% completed will be obligated for 50% of the tuition and refundable fees plus the registration fee.
- (4) A student who starts class and withdraws after the academic term is 25% complete but before the academic term is 40% completed will be obligated for 75% of the tuition and refundable fees plus the registration fee.
- (5) A student who starts class and withdraws after the academic term is 40% completed will not be entitled to a refund of the tuition and fees.

The school shall make the appropriate refund within thirty days of the date the school is able to determine that a student has withdrawn or has been terminated from a program. Refunds shall be based upon the last date of a student's attendance or participation in an academic school activity.

After 30 days NO REFUNDS will be given. ****All requests to withdraw must be submitted in writing to First Step Healthcare Academy. First Step Accounts Payable will issue ALL warranted refunds within 30 days of the written request.**

A. COURSE DESCRIPTION:

The Phlebotomy course is designed to train individuals to properly collect and process blood and other clinical specimens for laboratory testing and to interact with health care personnel, clients, and the general public.

Presentation includes equipment and additives, basic anatomy, and techniques for safe and effective venipuncture. Emphasis will be placed on collection techniques, specimen processing, workflow practices, referrals, and utilizing laboratory information systems. This course will prepare individuals to take the Phlebotomist Certification examination.

1 Certificate Program: 73 Hour National Phlebotomy Technician

The NATECP program is designed to train individuals to become an CNA, by attending an approved class by the Ohio Department of Health, completing 59 theory hours and 16 clinical hours, and passing 23 skills. Then taking the CEP exam and passing Knowledge with 75% and 4 random skills out of 23.

B. METHOD OF INSTRUCTION

The student is trained through the modules during class, obtaining that knowledge through book and hands-on training each class period.

The book knowledge obtained is then applied in the hands-on training portion of the class. Theory first, and actual application of the theory follows shortly thereafter.

C. COURSE EXPECTATIONS / COMPETENCIES / OBJECTIVES

Upon completion of the Phlebotomy course, students will have an opportunity to learn how to: (Hartman's Complete Guide for Phlebotomy Technician 1st Edition & Ascencia NHA Phlebotomy Exam)

1. Demonstrate knowledge, entry-level skills, and tasks associated with blood collecting and other specimen collection processes.
2. Assist the health care team in the accurate, safe, and reliable collection and transportation of specimens for clinical laboratory analyses.
3. Apply knowledge to basic and special laboratory procedures.
4. Demonstrate proper infection control techniques used in specimen collection.
5. Select appropriate equipment, methods, and reagents for collection of laboratory specimens.
6. Prepare patient and equipment for collection of laboratory specimens.
7. Apply ethical, legal, and regulatory issues to the collection of laboratory specimens.
8. Evaluate quality control procedures and possible sources of error or inconsistencies in specimen collection.
9. Work cooperatively with staff members, patients, and community resource people.
10. Apply knowledge to create and maintain a safe working environment.

11. Respect patient confidentiality and maintain professional conduct in a culturally diverse environment.

D. TOPICS /UNITS

Certified Phlebotomy Technician Program Modules	Hrs. of Theory	Hrs. of Lab	Total Contact Hrs.
Module #1 – Phlebotomy, an Overview. Tourniquet Tying	4.0 Orien/Ch1	0.5	5.0
Module #2 – Venipuncture – supplies, equipment/procedure	3.0 Ch 2,3	2.0	5.0
Module #3 –Procedures Protections & Precautions, Employment, Glossary and Study Guide	3.0 Ch 4,5	2.0	5.0
Module #4 – Anatomy & Physiology, Infection Control, Bloodborne Pathogens, Hemodialysis, AV Fistula Grafts	4.0 Ch 9	1.0	5.0
Module #5 – Test Tubes, Panels/Profiles, Special Handling & Procurement, Collection, and Laboratory	4.0 Ch 8	1.0	5.0
Module #6 – Hands-On	3.0 Ch 7,6	2.0	5.0
Module #7 – Hands-On	2.0 Ch 10	3.0	5.0
Module #8 – Review and Exam	2.0 Ch11	3.0	5.0
Module #9 – Final Exam and Externship Setup or Final Draws 30 Venipuncture and 10 Capillaries.	5.0	0.0	5.0
Lab & Theory			45.00
Venipuncture/Capillary Skills Day			10.0
NHA Review Course			18.0
Total Hours			73.0

Procedures List:

ACADEMIC CALENDAR

Phlebotomy for Certification 2025 - 2026

Full-time Students:

Day Class – 9:00 am to 2:00 pm – Monday, Wednesdays, Friday

Evening Class– 5:00 pm to 10:00 pm – Monday, Wednesdays, Friday

NHA Exam Prep Course – 10:00 am to 1:00 pm – Tuesdays & Thursdays

Venipuncture/ Capillary Skills –10:00 am to 3:00pm –Saturday

2025 -2026 Class Dates and Application Deadlines (One week prior to the start of class)

Starting on: 09/08/25

Dates: Sept 8th to Sept 26th 2025

Day(s) Mon, Weds, Fri. (Time: 9am to 2pm or 5pm to 10pm)

Return Date: Oct 8th to Oct 24th 2025 Tues, Thurs. 10am to 1pm or 5pm to 8pm

Starting on: 10/06/25

Dates: Oct 6th to Oct 24th 2025

Day(s) Mon, Weds, Fri. (Time: 9am to 2pm or 5pm to 10pm)

Return Date: Nov 4th to Nov 20th 2025 Tues, Thurs. 10am to 1pm or 5pm to 8pm

Starting on: 12/01/25

Dates: Dec 1st to Dec 19th, 2025

Day(s) Mon, Weds, Fri. (Time: 9am to 2pm or 5pm to 10pm)

Return Date: Feb 3rd to Feb 19th 2026 Tues, Thurs. 10am to 1pm or 5pm to 8pm

Starting on: 02/02/2026

Dates: Feb 2nd to Feb 20th, 2026,

Day(s) Mon, Weds, Fri. (Time: 9am to 2pm or 5pm to 10pm)

Return Date: Feb 3rd to Feb 19th 2026 Tues, Thurs. 10am to 1pm or 5pm to 8pm

Starting on: 03/02/26

Dates: March 2nd to March 20th 2026

Day(s) Mon, Weds, Fri. (Time: 9am to 2pm or 5pm to 10pm)

Return Date: April 7th to April 23rd 2026 Tues, Thurs. 10am to 1pm or 5pm to 8pm

ACADEMIC CALENDAR

CNA for Certification 2025-2026

Full-time Students:

Days –9 am to 2 pm or **Evenings** –5 pm to 10 pm (CNA ONLY)

2025-2026 Class Dates and Application Deadlines (One week prior to the start of class)

Start to End Dates: 10/06/25-10/24/25

Day(s) of Week: Mon. thru Fri. & 1st or /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 11/03/25-11/21/25

Day(s) of Week: Mon. thru Fri. & 1st /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 12/01/25-12/19/25

Day(s) of Week: Mon. thru Fri. & 1st /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 01/05/26-01/23/26

Day(s) of Week: Mon. thru Fri. & 1st or /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 02/02/26-02/20/26

Day(s) of Week: Mon. thru Fri. & 1st or /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 03/02/26-03/20/26

Day(s) of Week: Mon. thru Fri. & 1st or /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

Start to End Dates: 04/06/26-04/24/26

Day(s) of Week: Mon. thru Fri. & 1st or /2nd week Sat.

Time: Day class 9 am to 2 pm or Evening class 5 pm to 10 pm

When an unexpected closure occurs due to extraordinary conditions such as inclement weather, students will be notified as soon as possible by phone call and text message. Classes are not held on the following holidays:

- **New Year's Eve**
- **Labor Day**
- **New Year's Day**
- **Thanksgiving Day & the Friday following**
- **Memorial Day**
- **Christmas Eve / Day**
- **Independence Day**
- **Easter**

Topic Area	Required Classroom Hours	Current Classroom Hours	New Classroom Hours	Required Clinical Hours	Current Clinical Hours	New Clinical Hours	Total Hours Required	Current Total Hours	New Total Hours
I. Overview	0.5	1.50	0	N/A			0.5	1.50	0
II. Communication and Interpersonal Skills	4.5	4.50	0	N/A			4.5	4.50	0
III. Infection Control	2.5	2.50	0	N/A			2.5	2.50	0
IV. Safety and Emergency Procedures	6.5	6.50	0	N/A			6.5	6.50	0
V. Promoting Residents' Independence	1.0	1	0	N/A			1.0	1	0
VI. Respecting Residents' Rights	1.0	1.5	0	N/A			1.0	1.5	0
Total Preclinical Hours	16	16	0	N/A			16.0	16	0
VII. Basic Nursing Skills	9 to 13	13	0	6 to 10	6	0	19.0	19	0
VIII. Personal Care Skills	14.5 to 15.5	15.50	0	7 to 8	7	0	22.5	22.50	0
IX. Mental Health and Social Services Needs	7.5 to 9.5	9.50	0	2 to 4	2	0	11.5	11.50	0
X. Basic Restorative Services	2 to 3	3	0	1 to 2	1	0	4.0	4	0
XI. Residents' Rights	1 to 2	2	0	0 to 1	0	0	2.0	2	0

Subtotal Classroom and Clinical Hours	34 to 43	43	0	16 to 25	16	0	59	59	0
Overall Total (Preclinical plus Classroom and Clinical)		60.50	0		16	0		76.50	0

First Step Healthcare Academy

Approved by the following Institutions:

Ohio Board of Career Colleges and Schools / March 2022

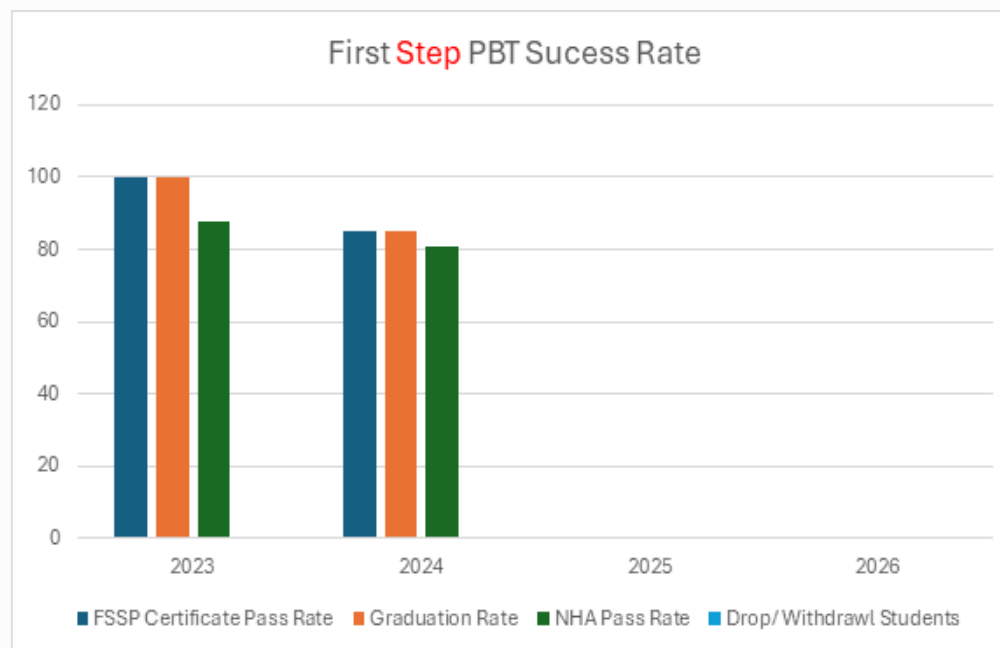
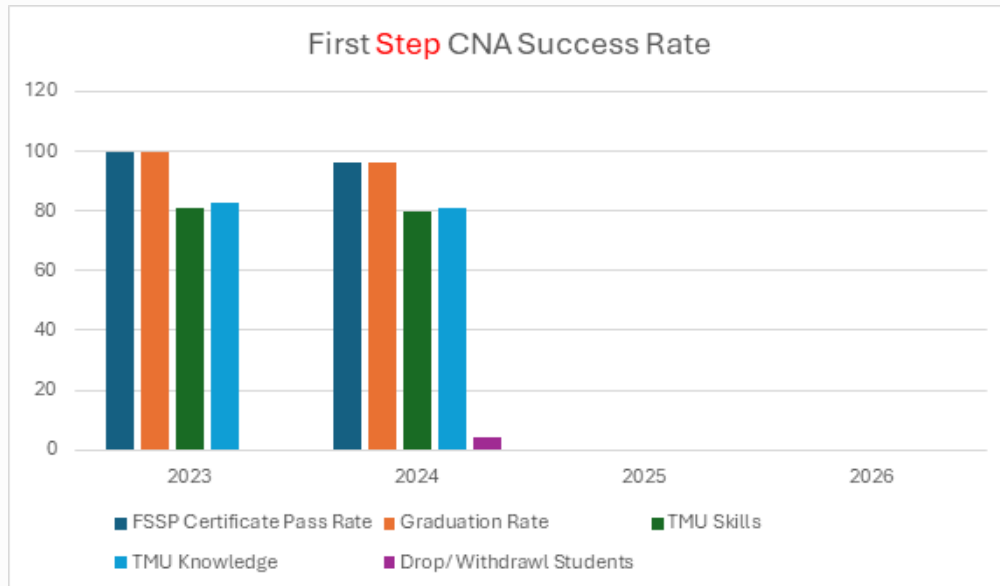
Ohio Department of Healthcare / August 2019



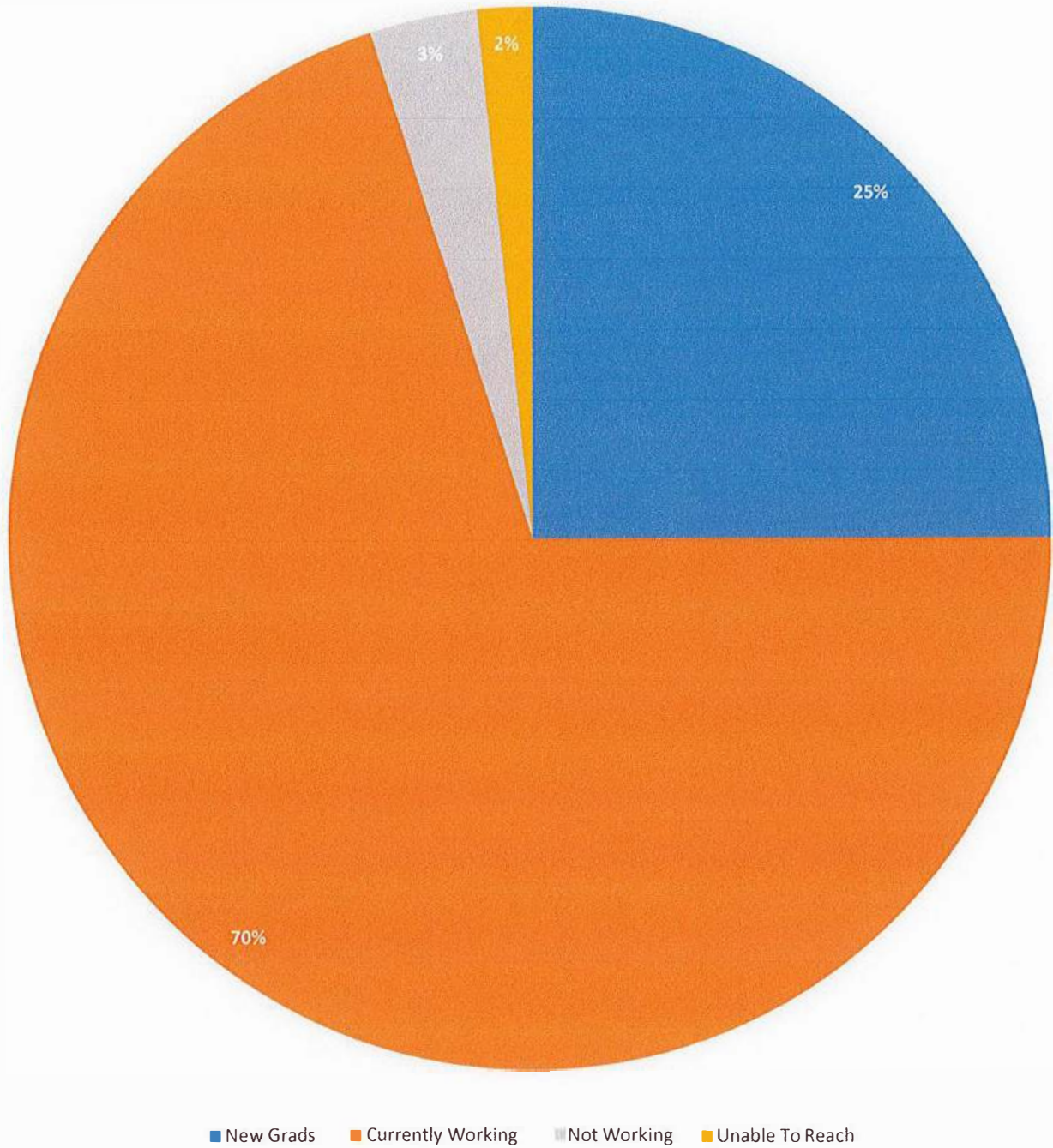
506 Broadway Ave 3rd Floor Lorain, Ohio 44052

Email: Firststep.stna@gmail.com

Phone: (440) 444-1851 / Fax: (440) 538-3006



2024 Student Employment Data Sheet



First Step LLC

Human Resources

POLICY & PROCEDURES

January 1st, 2025

Certified Nursing Assistant (CNA) Program

Placement Rate: (No statistically significant data available)

Employment

Upon successful completion of the training program this school will provide placement assistance; however, the school does not guarantee any graduate a job or a salary.

Transferability of Credits

First Step LLC does not accept transfers. For students transferring from First Step LLC to another institution, the acceptability of credits is solely at the discretion of the accepting institution.

Grievance Procedures

I understand the grievance procedure listed on the Enrollment Agreement and my right to contact the State Board at the following address and phone number:

Ohio Board of Health

246 North High Street, Suite NATCEP
Columbus, OH 43215-3138
(614) 466-3546

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INTRODUCTION

Welcome to First Steps STNA Programs. The Director, faculty, and administrative staff of First Step STNA is proud to greet you as you enter the path to your career as a Certified Nursing Assistant. First Step LLC is dedicated to the personal success of each of our students. Through this commitment, we have developed a comprehensive curriculum designed to prepare students for a satisfying career in today's economic environment. We strive to create a nurturing training environment that meets the needs of our student base. We wish you success as you gain new knowledge toward your goal of helping other individuals, your community, and yourself

We believe that learning is enhanced in a nurturing positive relationship that develops between the student and faculty. First Step LLC employs skilled instructors that are experts in their field. Our instruction is intertwined with teachings in dignity, cultural diversity, and customer service. We believe that caring for others is a sacred art. We provide a scientific knowledge base combined with a humanistic value system to prepare our graduates to be successful.

First Step LLC is an equal opportunity institution, which does not discriminate based on creed, gender, ethnic origin, race, marital status, age, or any physical disability, which does not inhibit performance or attainment of course/clinical objectives. The Director, faculty and staff reserve the right to revise and update this handbook and curriculum, as they deem necessary.

MISSION

First Step LLC will equip its students with the preliminary tools needed to succeed in the Nursing Aide or Phlebotomy field we will provide them with hands-on training to make them highly marketable to employers seeking qualified workers.

PHILOSOPHY OF THE NURSE AIDE TRAINING PROGRAM

We value providing a nurturing learning environment in which emphasis is placed on providing students opportunities to acquire the knowledge, skills, and caring attitude needed to provide competent patient care. We are dedicated to using proven instructional practices that

actively engage students in the learning process. We value curricula that reflect honor and respect human dignity and cultural diversity.

APPLICATION/ADMISSION PROCESS POLICY

Persons interested in attending the Certified Nursing Assistant Program shall do the following:

Applications are maintained for one year only after which the process of admission must be restarted. School personnel is available by phone Monday through Friday 9:00 am - 4:00 pm, or by appointment.

1. Complete and Submit enrollment application.
2. Provide a recent copy of a 2-step PPD results/ or CXR
3. Provide an FBI/BCI Criminal Background Check and fingerprinting.
4. Pay a \$100.00 CNA Registration Fee / \$125 PHLEBOTOMY Registration Fee
5. No GED or High school Diploma is necessary for CNA (only)

Persons who have applied, the results of a recent 2-step PPD, an official FBI/BCI Criminal Background Check, and have paid the Registration Fee will receive an acceptance letter.

Applications are maintained for one year only, after which the process of admission must be restarted.

The Admissions Director is available for questions regarding admissions to the program Monday -Friday, 9:00 a.m. - 5:00 p.m. **Appointment only**

CRIMINAL RECORD POLICY

This policy serves to protect the clients, students, and staff of First Step LLC and clinical affiliation sites and provides for the safety and well-being of patients, for whom responsible care is our primary consideration. Ohio Senate Bill 160 requires a criminal background check for anyone employed in a long-term care facility.

All students will have a criminal record check completed prior to final admission to the program and before attending required clinical. The student must obtain both a BCI/FBI fingerprinting. The Ohio Bureau of Criminal Identification will conduct the criminal records check. Students may be denied access to clinical sites due to a felony record.

Students who have failed to disclose criminal records on their application will be immediately terminated from the program for falsification of the application.

Persons having other criminal records are, by law, barred from employment in pediatric and adult care facilities. The clinical affiliation sites with whom the school is contracted require that students meet the same criteria as their employees on these matters. The crimes included are aggravated assault, assault, failing to provide for a functionally impaired person, aggravated menacing, abuse or neglect of a patient, extortion, coercion, importuning, voyeurism, public indecency, prostitution, felonious sexual penetration, pandering obscenity, pandering or disseminating materials harmful to a minor, robbery, burglary, breaking and entering, theft, unauthorized use of a vehicle or property, credit card fraud, insurance fraud, receiving stolen property, domestic violence, illegal possession or conveyance of a weapon, carrying concealed weapons, having a weapon while under disability, improperly discharging a firearm into a school or house, drug trafficking, deception to obtain drugs, permitting drug abuse, illegal processing of drug documents, and placing harmful objects in or adulterating food.

Any misconduct on or off school property and/or clinical sites that are directly related to and impact the welfare and morale of the school is within the scope of authority and the discretion of the Program Director and or Executive Director with respect to discipline and/or program termination.

Applicants with any other criminal records are required to submit certified copies of the indictment, plea, and journal entry for each offense with their application. The applicant will be counseled regarding admission, clinical site availability, the potential for employment, and licensure.

FIRST STEP LLC STNA PROGRAM COST

Criminal Background BCI and FBI Records Check (Paid to 3rd party)

VARY BY LOCATION

PROGRAM COSTS

REGISTRATION FEE

CNA Phlebotomy

\$100.00 \$125.00

TUITION

\$920.00 \$2,025.00

CNA ADDITIONAL COST Books/Supplies/Equipment/Uniforms/Test Prep

\$160.00 and State Exam \$120.00

PHLEBOTOMY ADDITIONAL COST

Books/Uniforms/Study guide \$600.00, Supplies/Equipment \$675.00, and National Exam \$150.00

PRE-REGISTRATION COSTS

CERTIFICATION TEST FEES

Students who successfully complete the program will be eligible to sit for the state certification exam through the Ohio Department of Health (ODH). State testing fees will be the student's responsibility.

WITHDRAWAL POLICY

Students withdrawing (personal or medical) from the program must do the following:

- a. Submit a written letter of withdrawal to the Program Director.
- b. Complete a student withdrawal form.
- c. Make an appointment with the Program Director to discuss circumstances and options for returning.

REFUND POLICY

If a student is not accepted into the training program, all monies paid by the student shall be refunded. Refunds for books, supplies, and consumable fees shall be made in accordance with Ohio Administrative Code section 3332-1-10.1. Refunds for tuition and refundable fees shall be made in accordance with the following provisions as established by Ohio Administrative Code section 3332-1-10:

- (1) A student who withdraws before the first class and after the 5 (five) day cancellation period shall be obligated for the registration fee.
- (2) A student who starts class and withdraws before the academic term is 15% completed will be obligated for 25% of the tuition and refundable fees plus the registration fee.
- (3) A student who starts class and withdraws after the academic term is 15% completed but before the academic term is 25% completed will be obligated for 50% of the tuition and refundable fees plus the registration fee.
- (4) A student who starts class and withdraws after the academic term is 25% completed but before the academic term is 40% completed will be obligated for 75% of the tuition and refundable fees plus the registration fee.
- (5) A student who starts class and withdraws after the academic term is 40% completed will not be entitled to a refund of the tuition and fees.

The school shall make the appropriate refund within 30 (thirty) days of the date the school is able to determine that a student has withdrawn or has been terminated from a program. Refunds shall be based upon the last date of the student's attendance or participation in an academic school activity.

NON-DISCRIMINATION POLICY

The Program of FIRST STEP LLC is committed to equal opportunity for all and does not discriminate based on race, color, religion, ancestry, marital status, gender, creed, sexual orientation, disability, age, Vietnam-era veteran's status, or national origin. Courses meet the needs of students with physical and/or learning disabilities as provided by the Americans for Disability Act of 1992. The student must be able to perform the following activities to progress through the program:

1. Frequently work in a standing position and do frequent walking.
2. Lift and/or transfer patients up to 6 inches from a stooped position, then push or pull the weight up to three (3) feet.
3. Lift and/or transfer patients from a stopped to an upright position to accomplish bed-to chair and chair-to-bed transfers.
4. Physically be able to perform two eight (8) hours clinical shifts.
5. Discriminate between sharp/dull and hot/cold when using hands.
6. Speak English clearly enough for patients to understand and understand the verbal communications of English-speaking clients/patients.
7. Communicate effectively in writing, using appropriate grammar, vocabulary, and word context usage.
8. Make quick appropriate decisions under stressful situations.
9. Carry out procedures that prevent the spread of infection, e.g., frequent hand washing or using masks and gloves, etc.

Please note that all applicants are responsible to determine their own level of eligibility with respect to these qualifications and **MUST** identify to the school any accommodation that they may need or require. Students with a disability who enter the Program do so with the full understanding that they will be expected to meet all course requirements with any reasonable accommodation that maybe provided by the school. The faculty, Program Director, and Executive Director will evaluate all requests for reasonable accommodation.

TUITION PAYMENT SCHEDULE POLICY

All tuition and fees are due two weeks prior to the start of the program.

Please note that all payments must be made by cash, check, or money order. Students who are receiving any financial assistance from any agency or funding source; must be advised that it is their responsibility to make sure that all proper paperwork is filed in a timely fashion so that the school receives the proper tuition fees based upon the above payment schedule.

Failure to meet the payment dates would be the reason for dismissal from the Program.

SKILLS LAB POLICY

When included in a course, the skills lab provides the student the opportunity to learn and practice in preparation for competency testing. The student will manifest their comprehension by demonstrating a competency skill to the instructor. The student will be given a total of 2 opportunities to satisfactorily complete any skill during skills competency. If the student is unsatisfactory in two (2) attempts at competency, the student will be given an "unsatisfactory" mark and cannot participate in the clinical rotations. The student will subsequently be awarded an "F" grade for the course, be dismissed from the program, and will need to reapply (see the Readmission Policy). All skills must be completed successfully prior to the clinical rotation.

PROCEDURE FOR REPORTING INTENT OF ABSENCE OR TARDINESS

CLASSES

Students who intend to be absent must personally call the school between 7:30 a.m. – 8:30 a.m. and speak directly to the Program Director or leave a voice mail message to report an absence. Students must report off every "day" they plan to be absent from the school or clinical location.

All Students must personally sign the **SIGN IN / SIGN OUT LOG** in the classroom upon entering or leaving the building. Failure to do this will result in disciplinary actions.

****All Attendance will be taken by the instructors.**

SCHOOL CLOSING DUE TO INCLEMENT WEATHER POLICY

The school reserves the right to close during weather emergencies or other emergencies for the safety of students and staff. Under these conditions, students will not be considered absent. Instructors will cover any missed material to ensure the completion of the entire program.

Should the school need to be closed due to weather-related circumstances, please check local TV stations (13 ABC www.wtv.com, 11 CBS www.wtol.com). The school will notify the media ASAP if the school will be closed.

HEALTH / MEDICAL CARE POLICY

Students are expected to take proper care of their own health by maintaining proper sleep, exercise, and diet. All medical and dental appointments are to be made outside of program hours. The Program will not be responsible for rendering any medical assistance or transportation due to liability reasons. Any illness/injury that occurs during clinical hours will count as an absence and all missed hours must be made up. The instructor reserves the right to request the student who exhibits signs or symptoms of illness to be seen by a physician. Students may be required to submit a physician's statement that they are able to resume responsibilities before being permitted to return to the program. If an injury or illness alters a student's ability to meet the technical standards, that student will not be able to attend the classroom and/or clinical portion of the curriculum. Although a reasonable attempt to make accommodations will be made, the absence policy does remain in effect.

Students taking prescribed narcotics under the care of a physician must bring a physician's statement to the Director which must explain that the student is able to safely meet the requirements of the Program.

PREGNANCY POLICY

A student who is pregnant and who wishes to remain in the program must notify the school administration of her pregnancy status and must sign and submit a waiver releasing First Step LLC and its affiliating agencies from **ANY** liability should her activities be detrimental. The student's physician must also provide written approval (with no restrictions for activity or weightlifting) for the student to continue in the program. The pregnancy waiver must be updated

following each prenatal visit. Failure to report pregnancy and have a signed waiver and physician's release could result in dismissal from the program.

INJURY POLICY

A student who is injured while in class or the clinical area must report the injury to their instructor on the day it occurs. Any injury, even though it may seem minor, should be reported in writing. Students will be referred to emergency care at their own expense for injuries or illness and will be referred to their physician for follow-up care. Because students are not covered by Workers Compensation by either the school or the clinical sites, each student will assume financial responsibility for any illness or accident while enrolled in the program. If an injury occurs at a clinical site, the student must follow the policy and procedure for injury required by that facility.

ALCOHOL AND DRUG POLICY

First Step LLC has a commitment to each student, and to each patient at a clinical or externship affiliation, to assure that the learning or clinical or externship environment is free from the effects of abuse of alcohol and drugs by a student of First Steps STNA Programs.

Therefore, it is the school's policy to prohibit unlawful use, sale, dispensing, transfer, or possession of controlled substances, alcoholic beverages, drugs not medically authorized, or drug abuse or impairment caused from medically prescribed drugs; or any other substance that may impair an individual's academic or work performance, or pose a hazard to the individual, public, students, or employees of the school on its property (owned or leased), or at any of its clinical or externship affiliates or any activity sponsored by First Steps STNA Programs.

* In the event a student is in the question of alcohol or drug abuse a student will be immediately referred to First Steps STNA Programs Director and Primary Coordinator; and the First Steps STNA Programs alcohol and drug policies will be followed per facility protocol. A student may request a copy of this policy from the administration.

GRIEVANCE PROCEDURE

Within the Program, the term "grievance" is defined as a dispute between a student and the Program regarding the interpretation, application of, or compliance with any provision of the FIRST STEP LLC policies or procedures. The grievance process is available to all students without fear of retaliation or intimidation. All conversations, with the student, shall be held in strict confidence by those involved. The grievance decision may be appealed as outlined in Step I.

Step I: The grieving student discusses the concern with the instructor or faculty member who is involved with the issue to arrive at a mutually agreeable solution. The discussion must be held within three (3) working days of the occurrence.

Step II: If the grievance is unresolved after Step I, the student may further pursue the grievance process by submitting a completed grievance form (Appendix) to the Primary Coordinator within six (6) working days of the original dispute.

Within five (5) working days from the submission of the completed grievance form, the student, Primary Coordinator, and faculty member will meet for the purpose of resolving the grievance.

Following this meeting, the Primary Coordinator's written disposition will be given to the student and the faculty member within three working days of the meeting.

The grievance will be considered resolved if an agreement is reached at this point.

Step III: If the student is not satisfied with the Primary Coordinator's disposition of the grievance, the student may appeal in writing to the Program Director and the Executive Director within three (3) working days after receipt of the disposition. The following conference will include the student, the involved faculty member, the Primary Coordinator, and the Executive Director.

Within five (5) working days of the conference, the Program Director shall submit a written disposition, which shall include reasons for the disposition.

Whether or not the grievance or complaint has been resolved to his/her satisfaction by the school, the student may direct any problem or complaint to the Executive Director, State Board of Career Colleges and Schools, 35 East Gay Street, Suite 403, Columbus, Ohio 43215, Phone 614-4662752; toll-free 877-275-4219.

The time limits set forth in the above procedure may be extended by mutual agreement of the Program Director and the student. "Working days" shall not include Saturdays, Sundays, holidays, or vacation days.

CHANGE OF STATUS AND ADDRESS

After enrollment in the Program, the student must notify the Office Manager as soon as possible of their status, address, or telephone number changes for any reason. It is important that our records be correct and current; so that the student can be contacted in case of a schedule change, job recommendation, etc. Our office must be able to maintain the student's current status during enrollment and after graduation.

PROGRAM OUTCOME

The Certified Nursing Assistant (CNA) program at First Step LLC will present the basics of bedside patient care under the guidelines of the federal and state requirements. The CNA course is approximately 76.50 hours of study and is composed of three weeks of campus instruction and clinical experience at an off-campus facility.

Nursing Assistants are a valuable component of the health care team and work under the direct supervision of the licensed nurse. At First Step LLC students will learn to provide basic care for individuals in their homes or in a care facility setting; training also focuses on interaction with the health care team. Students will learn about patients' rights, communication, observation, and maintenance of a basic level of comfort and safety.

The CNA course includes 60.50 hours of classroom and lab participation and 16 hours of clinical experience in which the student will have opportunities to provide patient care. The Phlebotomy course includes 45 hrs. of Lecture/Lab and Externship or 30 Venipunctures & 10

Capillary Draws after completion of the course participants who successfully complete the course will meet the criteria to sit for the State of Ohio certification examination.

FACILITIES

First Step LLC has sufficient space for a classroom and laboratory furnished with all the needed supplies and equipment. Clinical skills will be performed in the laboratory, classrooms, and in clinical agencies throughout Northwest Ohio. Contractual agreements have been made with several clinical agencies, and the signed contracts are on file with all partnering agencies.

DISMISSAL

A student may be dismissed from the program for the following:

1. A cumulative theory grade of less than 75% in the CNA course and 80% in the Phlebotomy course.
2. An 80% on each lab skill performed in the lab.
3. A passing grade in a student's clinical rotation.

Other behaviors that may result in dismissal from the program include:

1. Absenteeism exceeding policy limits.
2. Cheating on a test, lying to an instructor or staff, submitting another student's work as your own, failure to participate, and completing required lab skills.
3. Use or possession of unauthorized drugs or alcohol and reporting for class or clinical while under the influence of alcohol or illegal drugs.
4. Non-payment of fees.
5. Any behavior deemed unsafe.

CRIME AWARENESS AND CAMPUS SECURITY ACT

In compliance with the Federal Crime Awareness and Campus Security Act, the Program publishes and distributes annually to all current students and employees a campus security report.

Highlights of this report are outlined below. Students or employees who want to review the full report may obtain a copy from the Primary Coordinator.

Whenever any of the following crimes occur on this campus, the information is reported to local police agencies and recorded on an incident report. These statistics are available to students and employees.

- | | |
|-----------------------|------------------------|
| 1. Murder | 5. Burglary |
| 2. Sexual Assault | 6. Motor Vehicle Theft |
| 3. Robbery | 7. Arson |
| 4. Aggravated Assault | |

Whenever an arrest is made for the violations stated below, the school records the incident and makes the statistics available to students and employees.

1. Liquor Law Violations
2. Drugs Abuse Violations
3. Weapons Violations

FAMILY EDUCATION RIGHT TO PRIVACY ACT (FERPA)

Under the authority of the Family Education Right to Privacy Act, First Step LLC has established a policy for the release of student *and/or* graduate information:

- All students attending First Steps STNA Programs, parents of minor students, and parents of tax dependent students will have the right to inspect, review, and challenge their academic records including grades, attendance, advising, and any additional information contained in their education records or that of their minor or tax-dependent child. The right to student file information is not conveyed to any spouse or family member by the right of relationship. A spouse does not have access. As a postsecondary educational institution, parental access to students' records will be allowed without the prior consent of the students if the students are dependents.
- Education records are defined as files, materials, or documents that contain information directly related to students and are maintained by the institution. The Program Director

supervises records and access is afforded by program officials for the purpose of recording grades, attendance, and advising, as well as determining financial assistance eligibility.

- Each student and the parent or guardians of a dependent student have the right to review their academic and financial assistance records. The review will be allowed during regular program hours under appropriate supervision. The student *and/or* parent must notify the Program one day in advance. During and after inspection of the file, no original document may be removed by the examining party. The Program will provide one copy of each document free of charge and will do so within five (5) working days of the student's or their parent's request.
- Written consent is required before education records may be disclosed to third parties except for the accrediting commissions and government agencies so authorized by law. Anytime access is granted to a student file, for purposes of review by other than appropriate management, state, or federal authorities, an access log will be kept of the date, place, and time during which access occurred. The name of the person(s) who accessed the file and the reason for the file review will be recorded in the log.
- Under no circumstances will First Step LLC disclose to any agency or person any statistic or report in the student files that relate to the Campus Crime Information reporting requirement. This does not preclude disclosure under the order of the court or to agencies entitled to access by right of legislation.

CODE OF STUDENT CONDUCT

Students are expected to always maintain professional behavior in the classroom and clinical areas. Professionalism projects the moral values of empathy, integrity, and trustworthiness. Respect for self and others creates a positive learning atmosphere. Courtesy and cooperation help promote teamwork. The term "professional" is used to describe a person who can be trusted to maintain high personal standards and is responsible and accountable for his/her own actions.

UNETHICAL CONDUCT/UNACCEPTABLE BEHAVIOR/ATTITUDE

Unethical conduct is any behavior that violates professional standards. For First Step STNA Program LLC, such behavior includes, but is not limited to, cheating, lying, falsifying records, breaching confidentiality, stealing, abusing alcohol or drugs, abusing patients/residents, behaving in a disorderly manner in the school or clinical area.

An undesirable behavior or attitude would be shown if the student refused to cooperate with coworkers or peers, causes dissension among classmates or co-workers or peers, uses profanity or vulgarity, and displayed antagonism toward instructors or classmates. These behaviors, as well as those listed above, are unacceptable and may be grounds for dismissal.

SMOKING POLICY

First Step LLC is a non-tobacco facility. Smoking is allowed only in personal vehicles. Use of tobacco of any kind is not permitted within the Program facility. There will be no smoking in the front entrance of the Program facility at any time. Violation of this policy will result in disciplinary action. Students will follow the smoking policy at the affiliating clinical sites.

CLOTHING AND PERSONAL PROPERTY

All personal property is the sole responsibility of the student, and First Step does not assume liability for any loss or damage. Clothing and other small items should be marked clearly with the student's name and address.

Vehicles should always be locked as students would anywhere be else to avoid the possibility of property loss due to theft. While First Step maintains a safe environment, students should be aware that theft can occur anywhere in public places and should always use available safeguards and common sense against such events.

MEALS & BREAKS

On class days students can bring their own lunch or eat out at one of the local restaurants. All food is to be eaten in the student lunchroom. A microwave and snack vending machines are available for student use in the lunchroom. It is each student's responsibility to keep the lunchroom clean. Food and beverages are not to be taken to the classroom, computer room, or learning laboratory.

SAFE CLASS RULES

1. Horseplay and related acts are prohibited.
2. Students may not eat drink, or smoke during class, clinical, or lab. Designated areas and times will be provided.
3. All injuries must be reported.
4. PPE must be used in the lab and at clinical when appropriate as per facility policy.
5. Do not use chemicals or equipment you are not authorized to use. Do not bring hazardous or illegal chemicals with you.
6. Do not place equipment or materials within 3 feet of the fire extinguisher. Do not block access to fire extinguishers hoses, electric panels, or emergency exits and entrances.
7. Students will attend safety-related meetings and training sessions as required by the clinical facility.
8. Our PROGRAM maintains a good housekeeping policy. Students must clean up after all spills immediately. Keep student access areas clean and free of debris, unused materials, and unneeded equipment. Do not block aiseways or doorways.
9. Obey all warnings and instructional signs.
10. Wear appropriate casual clothing to class, scrubs to labs, and scrubs to clinical. Includes pants at ankle length, covered shoulders, and abdomen. Clothing must be neat, clean, and in good repair.
11. Hair below shoulder length should be tied back or banded on lab and clinical days.
12. Personal electronic equipment, appliances, and extension cords are not permitted.
13. Safe lifting and good body mechanics are always required. Ask for assistance if need arises.

CLASSROOM COURTESY

Friends and family members can be distracting to others who are trying to study. Please do not bring any guests with you into the building. Be on time for class and skills times. **NO FOOD OR BEVERAGES** are allowed in the Lab or during lecture time.

Be respectful of others. Keep your space clean and neat.

CONFIDENTIALITY

The Health Insurance Portability and Accountability Act (HIPAA) legislates the rights of individuals and the obligations of health care providers in maintaining the confidentiality of health care information. Therefore, any violation of the confidential statement during classroom activities clinical or during the student's own private time will constitute grounds for immediate dismissal.

EVALUATION OF PROGRAM

The First Step LLC has a systematic plan of evaluation based on the criteria set forth in the Ohio Administrative Code. The plan is established to guide and direct the evaluation and improvement of the curriculum and program outcomes. A program evaluation will be completed by each student on the last day of clinical.

PROGRAM RECORDS

The Program Director maintains all student records. The maintenance, of individual student records, is initiated with the student's official application to the Program and continues throughout all the student's activities within the context of the Program. All permanent records that are required to be maintained; student transcripts and student files are kept in locked fireproof cabinets located in the Administration Office of First Steps STNA Programs, 506 Broadway 3rd Floor, Lorain, OH 44052

FOR EXEMPTION

****For Ohio Residents Only****

FIRST STEP LLC PERSONNEL

<u>NAME</u>	<u>TITLE</u>	<u>JOB POSITION</u>
MANAGEMENT		
Albert Brown	RN/BSN	Primary Coordinator/Director
Juanita Glover- Brown	Admin. & OTA/L	Administrator
RosLynn Stiles	Administration Assistant	Office Manager/Admin. Assistant
Martha DelMonico	RN	Primary Instructor CNA
Mililani Huggins	LPN	Primary Instructor/CNA & NHA/PBT Exam Proctor
Chakara Watts	PBT / LPN	Phlebotomy/CNA
	PBT	Instructor Phlebotomy Instructor
Darnell Thomas	IT	Web Developer/ IT
	IT	IT (secondary)
Karlene Rodgers	LPN	LPN Instructor prn

FIRST STEP LLC

RECEIPT OF PROGRAM Policy & Procedures (Please Print Your Name)

I _____, HAVE READ AND UNDERSTAND THE
FIRST STEP LLC *POLICY AND PROCEDURE HANDBOOK*.

I HAVE RECEIVED A COPY OF THE First Step Policy & Procedures
DATED _____.

STUDENT or EMPLOYEE SIGNATURE

DATE

SCHOOL OFFICIAL SIGNATURE

DATE

FIRST STEP LLC

RECEIPT OF OHO REQUEST FOR EXEMPTION
(Ohio Residents Only)

I, _____, have received the REQUEST FOR
EXEMPTION FROM NURSE AIDE TRAINING INSTRUCTIONS for the state of
Ohio.

Student or Employee Signature



Employee Handbook

First Step STNA Program LLC

A Guide for Our Employee/Student



FIRSTSTEP

STNA Certification Program

FIRSTSTEP

506 Broadway Avenue

3rd Floor

Lorain, Ohio 44052

Email: Firststep.stna@gmail.com

Website: www.firststepstna.com

440-444-1851

**Acknowledgement of Receipt of
First Step STNA Program
Employee/Student Handbook**

I acknowledge that I have received a copy of First Step STNA Program Employee/Student Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Company.

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

I expressly agree to the provisions of Part 6, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company's right to seek injunctive relief. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

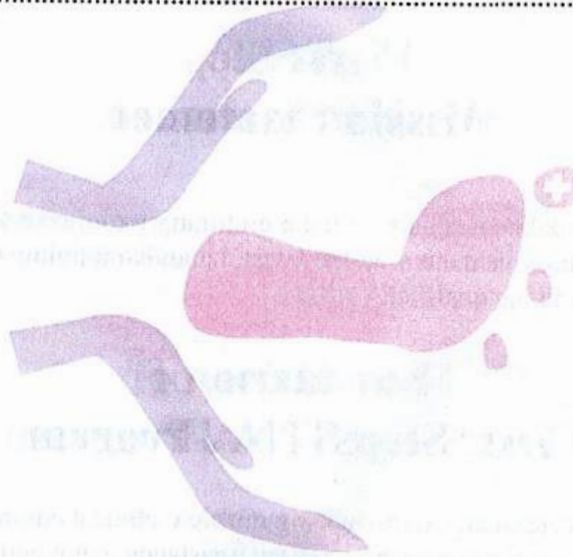
Please sign and date one copy of this acknowledgement and return it to Human Resources. Retain a second copy for your reference.

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FIRSTSTEP

Welcome

It is our privilege to welcome you to First Step STNA Program. We wish you every success in your new job career, and we hope that you quickly feel welcome. This Handbook was developed to describe some of the expectations we have for all our employees/Students and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Albert Brown, RN, BSN and Juanita Brown, Admin
Owners and Operations

First Step Mission Statement

First Step LLC, will equip their students with the preliminary tools needed to succeed in the nursing aide field we will provide them with the latest, hands-on training to make them highly marketable to employers seeking qualified workers.

Foundation of First Step STNA Program

As a seasoned nursing professional, experiencing multiple clinical environments, our founder identified dynamics behind individuals who required assistance, but could manage with some homecare support. Learning how to build homecare solutions allowed for an opportunity to be the bridge away from dependence for a host of individuals. We were officially founded in 2019. As we built our company on the mission to support, instead of a monetary value, we have continued to advance in our strengths as a company.

Culture of First Step STNA Program

At First Step STNA Program, we respect diversities of cultures, related practices and their traditions that DO NOT risk the safety of our collective team, including staff and clients. We honor an open-door policy for any professional inquiries.

Values of First Step STNA Program

Compassion ⇌ Integrity ⇌ Inspiration ⇌ Motivation ⇌ Determination ⇌ Dedication

Introduction

This Employee Handbook, hereinafter referred to as "Handbook" is a compilation of personnel policies, practices and procedures currently in effect at First Step STNA Program, hereinafter referred to as First Step STNA Program.

The Handbook is designed to introduce you to First Step STNA Program, familiarize you with First Step STNA Program policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract. Like most American companies, First Step STNA Program generally does not offer individual employees formal employment contracts with First Step STNA Program. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to the Human Resources Department.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

Cancellation and Settlement policy

This enrollment agreement may be canceled within five calendar days after the date of signing provided that the school is notified of the cancellation in writing. If such cancellation is made, the school will promptly refund in full all tuition and fees paid pursuant to the enrollment agreement and the refund shall be made no later than thirty days after cancellation. This provision shall not apply if the student has already started academic classes.

Refund Policy

If the student is not accepted into the training program, all monies paid by the student shall be refunded. Refunds for books, supplies and consumable fees shall be made in accordance with Ohio Administrative Code section 3332-1-10.1. There is one (1) academic term for this program that is 200 clock hours in length. Refunds for tuition and refundable fees shall be made in accordance with following provisions as established by Ohio Administrative Code section 3332-1-10:

(1) A student who withdraws before the first class and after the 5-day cancellation period shall be obligated for the registration fee.

- (2) A student who starts class and withdraws before the academic term is 15% completed will be obligated for 25% of the tuition and refundable fees plus the registration fee.
- (3) A student who starts class and withdraws after the academic term is 15% but before the academic term is 25% completed will be obligated for 50% of the tuition and refundable fees plus the registration fee.
- (4) A student who starts class and withdraws after the academic term is 25% complete but before the academic term is 40% completed will be obligated for 75% of the tuition and refundable fees plus the registration fee.
- (5) A student who starts class and withdraws after the academic term is 40% completed will not be entitled to a refund of the tuition and fees.

The school shall make the appropriate refund within thirty days of the date the school is able to determine that a student has withdrawn or has been terminated from a program. Refunds shall be based upon the last date of a student's attendance or participation in an academic school activity.

Complaint or Grievance Procedure

All student complaints should be first directed to the school personnel involved. If no resolution is forthcoming, a written complaint shall be submitted to the director of the school. Whether or not the problem or complaint has been resolved to his/her satisfaction by the school, the student may direct any problem or complaint to the Executive Director, State Board of Career Colleges and Schools, 30 East

Broad Street, Suite 2481, Columbus, Ohio, 43215, Phone 614-466-2752; toll-free 877-275-4219.

I acknowledge that I have received a school catalog and agree with the school policies and procedures stated. I acknowledge that I have received and read a copy of this enrollment agreement.

Applicant signature: _____ Date: _____

Parent or Guardian (if applicable): _____ Date: _____

School representative: _____ Date: _____

Part 1 – General Employment Policies and Practices

Equal Employment Opportunity

First Step STNA Program is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms First Step STNA Program commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2 below.

Your Employment/Student Relationship with First Step STNA Program

Like most American companies, First Step STNA Program generally does not offer individual employees a formal employment contract with First Step STNA Program. Employment is “at will,” meaning that you or First Step STNA Program may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period. Unless you have entered into an employment agreement that supersedes this document, either you or First Step STNA Program may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of First Step STNA Program, other than the CEO, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the CEO and the employee.

Recruitment and Hiring

First Step STNA Program primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.¹

¹ If you provide referrals for students or employees a \$50 – \$200 reward will be given for such referrals.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside contractor and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

Full-Time Employee

Full-time employees are those who are regularly scheduled to work at least *40 hours* per week that are not hired on a temporary basis.²

Temporary Employee

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for First Step STNA Program paid benefits.

Orientation and Training

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

Immigration Law Applicable to All Employees

The Company complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the is required by law to terminate your employment.

Hours of Work

The workweek is generally from [Monday through Saturday], with normal operating hours from [9:00 a.m. to 2:00 p.m.], with one hour for lunch. Skill and Clinical days are generally [7:00 a.m. to 3:00 p.m.],

"Please contact the Human Resources Department for information on normal business office hours at your location."

Flex Time and Telecommuting

The Company recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. Core hours are [9:30 a.m. to 2:30 p.m.] and all employees should be at work during those hours. Within the structure of the core hours, you may schedule your [five (5) hour] work day as you choose, if the nature of your job permits such flexibility and your supervisor approves your schedule.

Overtime

Because of the nature of our business, your job may periodically require overtime work.³ If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated under the Company's leave and benefits policies described in Part 5 below.

Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

If the Company's facilities are closed by the Company or the government, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) personal/sick time, (2) vacation time, or (3) unpaid time off, in that order. You should always use your judgment about your own safety in getting to work.

Dress Code and Public Image

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and always extend the highest courtesy to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality.

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

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Work Space

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the

property of the Company and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

It is important that the Company always maintain accurate personnel records. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first [three (3) months] of employment with the Company. Thereafter, performance reviews will normally be conducted annually on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.

Internet Access

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

Right to Monitor

The Company email and Internet system is always the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time-to-time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Responsibilities and Obligations

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

You must always respect and comply with copyright laws and intellectual property rights of both the Company and other parties. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

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

Email

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

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

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

Confidentiality of Electronic Mail

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

Social Media

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

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

Telephones

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

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

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

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Computers / Tablets

Both employee and student may have access to First Step Wifi, with the understanding that no criminal actions will be tolerated via cellphone, computer, etc on companies leased/owned/partnered property. All employees and/or students using First Step electronic devices must do so with the intent of completing business related tasks and comply with all ethical codes of conduct. Information used by First Step including but not limited to videos, curriculum, tests, quizzes and any other document deemed property of First Step may not be downloaded or shared without prior consent from administration. **No personal downloads, apps or emails permitted.**

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building.

"In compliance with state law and in order to provide a safe and comfortable working environment for all employees, smoking (including the use of electronic smoking devices) is strictly prohibited at all times inside any Company or Clinical building."

Drug-Free Workplace

The Company takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

Substance Abuse

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to always behave responsibly and appropriately. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Human Resources for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the Company's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at the Company. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention Policy

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons.

Most job openings that are intended to be filled from within the Company will be posted on the First step bulletin board. The management of the Company does reserve the right, however, to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of the Company management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline.

Part 2 – Anti-Discrimination & Harassment

Affirmative Action: *Employers who are government contractors may be subject to Executive Order 11246, Executive Order 13665, Directive 307 and other federal laws which prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and require that employers take steps to ensure equal employment opportunity in the workplace. If you are subject to these laws add:*

"The Company has developed affirmative action plans for minorities and women, individuals with disabilities, and Vietnam-era or special disabled veterans. These plans, or relevant portions of them, are available for your inspection upon request."

Discrimination Is Prohibited

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or Human Resources. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide an accommodation if doing so would cause undue hardship to the Company.

Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or Human Resources.

Supervisors' Responsibilities

All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.

- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Department. Every claim of harassment will be treated seriously, no matter how trivial it may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

There will be no retaliation for filing or pursuing a harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the "alleged harasser" shall be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the Company deems appropriate under the circumstances and in accordance with applicable law.

Part 3 – Compensation

Payroll Practices

Employees are paid *[semi-monthly]*, on or about *[the 15th and the 30th of each month]*. If the regularly scheduled payroll date falls on a Saturday, the Company will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The Company will withhold the following from your paycheck:

Taxes

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

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, or Human Resources.

Part 4 – Benefits

Medical Insurance

First Step does not offer medical insurance to employees or students at this time.

Continuation of Health Coverage

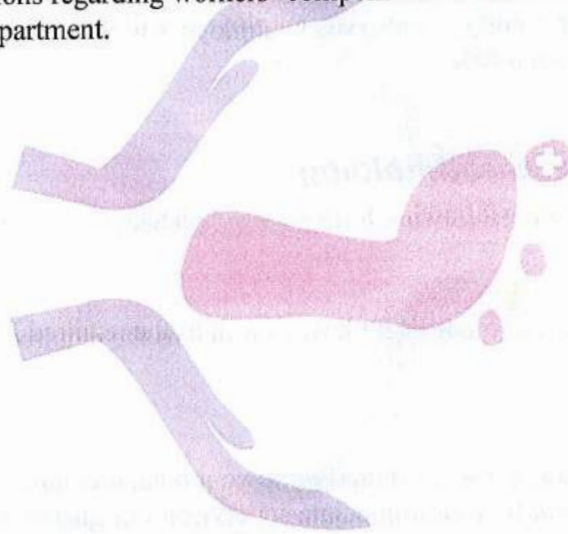
Federal law generally requires employers with 20 or more employees to give employees, spouses (including same-sex spouses) and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Dental Insurance

First Step does not offer medical insurance to employees or students at this time.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Company and based on state regulations. The number of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Human Resources Department. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Human Resources Department.



FIRSTSTEP

Part 5 – Holidays, Vacation and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The Company respects your religious beliefs, however, and therefore, will provide *[one (1) day]* of unpaid leave to employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested through the department manager. Employees who require additional time off may use vacation and/or personal days.

Vacation

The Company recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Vacations are established on a calendar-year basis.

Full-time employees earn vacation time as follows:

<i>[1st year of employment]</i>	<i>Five (1) days</i>
<i>2nd through 5th year of employment</i>	<i>Twelve (12) days</i>
<i>6th through 15th year of employment</i>	<i>Three (3) weeks</i>
<i>16th year of employment and following</i>	<i>Four (4) weeks]</i>

Part-time employees earn vacation on a pro-rata basis. For example, an employee who works 30 hours per week will earn $\frac{3}{4}$ of the amount of vacation a full-time employee earns, while one working one-half time earns one-half the vacation of a full-time employee.

Accrual and Carryover

Employees begin accrual when they first begin work for the Company. Employees may use their vacation at any time after the first *[180 days]* of employment. Employees may generally carry over vacation days from one year to the next. However, to encourage employees to use vacation, there is a cap on the amount of vacation that can be accumulated. Vacation accrual is capped at one- and one-half times an employee's annual vacation accrual rate. Once the cap is reached, an employee will not be able to accumulate any more vacation until some of it is used and drops below the cap. After vacation goes below the cap, employees can begin accruing vacation again.

Procedure

Requests for vacation time should be submitted to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated so that sufficient staff is available to always provide adequate coverage, and there may be Company-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the Company's staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.

Personal Leave

Personal leave may be used for the following:

- Medical and dental appointments for yourself or family members.
- Your personal illness or that of a member of your family; or
- Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for using your personal/sick time. However, when you do take personal/sick time you should give your immediate supervisor as much advance notice as possible.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Such documentation need only include the employee's name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee's incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation or personal leave while performing military duty.

Family and Medical Leave

The federal Family and Medical Leave Act (FMLA) allows certain employees to take up to 12 weeks of unpaid leave per year for the serious health condition of the employee or an immediate family member, or for childbirth or adoption. An employee who assumes the role of caring for a child is also entitled to receive parental rights to family leave, regardless of the legal or biological relationship. Either day-to-day care or financial support may establish a parental relationship when the employee intends to assume the responsibilities of a parent with regard to a child. The Human Resources Department will guide you in completing appropriate forms for the leave. Any paid leave that you have accrued may be counted as part of your FMLA leave.

To take FMLA leave, you must provide the Company with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the HR Department at least 30 days in advance. If you learn of your need for leave less than 30 days in advance, you must give notice as soon as you can (generally either the day you learn of the need or the next work day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the HR Department as soon as you can.

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill servicemember or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the Company at least 30 days' notice before the commencement of any military caregiver leave.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bathroom,

that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

Civic Duty Leave

Jury Duty

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

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first *[five (5) days]* of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The Company encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Part 6 – Miscellaneous

Leaving the Company

If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment later. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

Dispute Resolution

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or a parade of other things.

All employees of First Step agree to first attempt mediation with a company administrator. If the issue remains unsolved after mediation, the company and employee both have the right to seek a arbitrator or legal counsel.

In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to First Step.

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