



# OCTOBER 2016 EMPLOYEE HANDBOOK





Dear Para Los Niños team members,

Para Los Niños is fortunate to have an extraordinary staff that is truly dedicated to the children and families we serve. You put children first, creating safe and nurturing environments and building on the strengths and potential of our students and their families. Thank you for all that you do.

As one of the leading nonprofit organizations in Los Angeles, Para Los Niños is committed to excellence in all areas — for clients and staff alike. Para Los Niños' team is made up of dedicated, experienced professionals who value making a difference in the lives of the children, youth and families we serve. We foster a spirit of teamwork because it is the combined work of all of our employees that makes our mission to help children succeed a reality.

This Handbook outlines our policies and expectations. It is designed to provide PLN employees an overview of our approach to our work and to describe our employment guidelines.

Please use this Handbook as a resource. If you have ideas about how to improve PLN, we welcome your feedback, comments and suggestions.

On behalf of the PLN team and the children and families we serve, gracias!

The PLN Human Resources Team

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## **OUR MISSION**

Helping children and their families succeed in school and in life.

## **WHO WE ARE**

Para Los Niños (PLN) transforms the lives of children in poverty. Our early education centers and schools build on a child and family's innate strengths and resilience, preparing students to be critical thinkers, creators and innovators. Each early education center and school is a family and community resource, providing a progressive, whole child approach to education supported by a range of critical social services including mental health, parent engagement, guidance in securing food and shelter and specialized programs to support families in their communities. Our mission is to ensure our children and families have the tools and supports they need to succeed in school and in life. Para Los Niños serves more than 7,000 children and their families each year.

## **OUR GOVERNANCE STRUCTURE**

Para Los Niños is a California nonprofit public benefit corporation governed by a Board of Directors, which has legal authority and responsibility for all corporate affairs including the approval of personnel policies. The Board employs the President/Chief Executive Officer and delegates him/her responsibility for all operations. Except in cases where external regulatory or governing bodies must approve, the President/Chief Executive Officer has the authority to make decisions about personnel policies not addressed in this handbook and to make exceptions to policies, as necessary.

The President/Chief Executive Officer hires executive staff and other key managers and assigns them responsibility over PLN's schools, programs and departments, including the authority to hire.

### **Human Resources Department**

The Human Resources Department supports staff recruitment and employee development, recommends and administers personnel policies and practices, ensures compliance with internal operating policies, administers personnel-related legal and regulatory requirements, and oversees employee relations and conflict resolution as outlined in the section of this Handbook entitled "Discipline."

The Human Resources Department advocates both for PLN and its individual employees, according to the mission, values, policies and procedures of the agency. The Human Resources Department maintains an objective posture while carrying out these and related responsibilities.

### **Head Start Policy Committee**

The purpose of the Head Start Policy Committee is to maximize the involvement of parents in the education of their children. The responsibilities of the committee include, but are not limited to:

- Advising staff in the development and implementation of local program policies, activities and services;
- Planning, conducting and participating in informal as well as formal programs and activities for parents and staff;
- Participating in the recruitment and screening of Head Start employees (including the Head Start Director), within established guidelines) and
- Reviewing and approving applicable policies related to the Program

The Head Start Policy Committee works closely with the PLN Board of Directors to ensure that the program is meeting all academic goals and regulatory requirements.

### **WORKING AT PARA LOS NIÑOS**

We expect all staff at PLN to meet the following expectations:

- Unwavering belief in and commitment to fulfill the mission of PLN.
- Deep commitment to the success of children and families served by PLN.
- Commitment to excellence and high standards -- for self, students, and colleagues.
- Continuous learning by engaging in reflection, self-assessment, and individual professional development.
- Use of data to inform decisions and drive continuous improvement.
- Ability to thrive as a member of a collaborative team.
- Self-motivation and initiative with solutions-oriented disposition.
- Belief in and ability to develop respectful relationships with parents and children with sensitivity to students' cultural and socioeconomic characteristics.



## **THIS HANDBOOK**

This employee handbook is presented for your information. We hope that it will introduce you to Para Los Niños and enhance your job performance and satisfaction. However, this handbook is not a contract of employment and does not guarantee your continued employment.

**This handbook supersedes any prior handbook, verbal or written policy or procedure that may conflict with its provisions. We reserve the right to modify or change any of the policies or procedures contained in this handbook as necessary. Any changes will be in writing. No oral statements, representations, conduct or practices of any officer or employee of PLN will modify any of these policies.**

None of these policies is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal or state law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time.

All employees of PLN, including you, are employed at-will. This means that we may change your terms and conditions of employment at any time, with or without advance notice or cause. It also means you may terminate your employment at any time, for any reason, and we have the same right to terminate your employment at any time for any reason. This at-will relationship cannot be modified during your employment unless we enter into a detailed written agreement signed by you and the President/Chief Executive Officer.

## **TRANSLATION**

PLN will translate this handbook as accurately as possible into any language necessary for the benefit of our employees. If there is any conflict between the translation and the English version of PLN's handbook, the English version will control.

## **I. EMPLOYMENT POLICIES**

### **1.1 EQUAL EMPLOYMENT OPPORTUNITY**

PLN is an equal opportunity employer. Our policy is to afford equal employment and advancement opportunities to all qualified applicants and employees without discrimination with regard to race, religious belief (including dress or grooming practices), color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, sexual orientation, gender identification and expression, transgender status, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, status as military, a veteran or qualified disabled veteran, status as an unpaid intern or volunteer, or any other classification protected by law. We also prohibit discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

We are committed to maintaining a work environment that is free from discrimination, harassment, bullying and retaliation. It is offensive to abuse another person's dignity through ethnic, racist or sexist slurs, or other derogatory or objectionable conduct. You may not harass, bully, discriminate or retaliate against another applicant or employee because of that person's actual or perceived race, religious belief (including dress or grooming practices), color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, sexual orientation, gender identification and expression, transgender status, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, status as military, a veteran or qualified disabled veteran, status as an unpaid intern or volunteer, or any other classification protected under applicable law. We will not tolerate discrimination, harassment, bullying or retaliation by any employee (including supervisors, managers or co-workers) or independent contractor of PLN, or by any outside persons in contact with our employees and independent contractors (including our customers, potential customers, vendors, delivery persons, etc.).

We will reasonably accommodate the known physical or mental disabilities of an otherwise qualified applicant or employee, unless undue hardship would result. If you require accommodation to perform the essential functions of your job, please contact Human Resources to notify us of your disability and to describe the accommodations you believe are necessary to enable you to perform your job duties. We will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to PLN.

If you have questions or concerns about discrimination, harassment, bullying or retaliation in the workplace you should bring these issues to the attention of your immediate supervisor, next-level manager, the Human Resources Department, or an officer of PLN. You can raise concerns, report problems, or make complaints without fear

of reprisal. In accordance with PLN policy, anyone engaging in any type of unlawful discrimination, harassment or retaliation or bullying will be subject to corrective action, up to and including termination.

## **1.2 POLICY AGAINST HARASSMENT**

We are committed to maintaining a harassment-free work environment. We prohibit sexual harassment and harassment based on actual or perceived race, religious belief (including dress or grooming practices), color, sex, sex stereotype, pregnancy, childbirth or related medical conditions (including breast feeding), age, national origin (including possessing a driver's license issued under Vehicle Code § 12801.9), ancestry, sexual orientation, gender identification and expression, transgender status, physical or mental disability, medical condition, genetic characteristics, genetic information, family care, marital status, enrollment in any public assistance program, status as military, a veteran or qualified disabled veteran, status as an unpaid intern or volunteer, or any other basis protected by federal, state, or local law or ordinance or regulation. We also prohibit harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Our anti-harassment policy applies to everyone involved in the operation of PLN and sets a standard of expected behavior for all persons working in or with PLN. We will not tolerate harassment by any applicant, employee (including supervisors, managers or co-workers) or independent contractor of PLN, or by any outside persons in contact with our employees and independent contractors (including our children/families, prospective clients, vendors, delivery persons, etc.).

Prohibited harassment is defined as verbal, physical and visual behavior where:

- The victim must accept the harassing behavior as an explicit or implicit condition of employment or other relationship with PLN.
- The victim's acceptance or rejection of the harassing behavior is used as a basis for an employment decision or a decision affecting any other relationship with PLN.
- The harassing behavior interferes with a person's work performance or creates an intimidating, hostile or offensive work environment. This behavior may include slurs, jokes, statements, email, texts, instant messages or other electronic messages, gestures, assault, interfering with another's movement or normal work activities, or pictures, drawings or cartoons based upon protected characteristics.

Retaliation against any person for reporting or threatening to report harassment, or for participating in an investigation of harassment, is also prohibited.

Sexual harassment, in particular, refers to all of the prohibited conduct described above, as well as unwelcome conduct such as requests for sexual favors, conversation

containing sexual comments and other unwelcome sexual behavior or advances. Sexually harassing conduct may occur between members of the same gender as well as those of the opposite gender. Sexually harassing conduct need not be motivated by sexual desire.

### **1.3 GOSSIP, BULLYING, ABUSIVE CONDUCT OR COMMUNICATIONS**

Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our PLN culture, create false rumors, disrupt workplace operations, interfere with others' privacy and hurt other people. You may not bully, gossip, engage in abusive conduct or make unnecessary, profane or disrespectful comments about other employees of PLN.

Bullying is defined as repeated intentional and malicious behaviors by an employer or employee at the workplace, directed at an employee, that is intended to degrade, humiliate, embarrass, or otherwise undermine the employee's performance in a manner unrelated to legitimate business interests. It may include verbal abuse (such as repeated derogatory remarks, insults or epithets), offensive conduct or behaviors which a reasonable person would find to be threatening, humiliating or intimidating. It may also include work interference, gratuitous sabotage or undermining of a person's work performance without legitimate business purpose. A single act does not constitute abusive conduct unless it is especially severe or egregious.

### **1.4 REPORTING HARASSMENT, DISCRIMINATION, RETALIATION OR BULLYING TO PLN**

If you believe you have been harassed, discriminated or retaliated against, or bullied, or have witnessed an incident of harassment, discrimination, retaliation or bullying, please submit an oral or written complaint to your immediate supervisor, next-level manager, the Human Resources Department, or an officer of PLN as soon as possible after the incident. Your complaint should include details of the incident(s) and the names of the individuals and witnesses involved. Any supervisor or manager who receives a complaint of discrimination, harassment, bullying or retaliation must immediately report that complaint to your immediate supervisor, next-level manager, the Human Resources Department, or an officer of PLN. We will fairly, promptly and thoroughly investigate your complaint. The investigation will be conducted internally or externally by an impartial and qualified investigator. The investigation process will be documented and tracked for reasonable progress to ensure a timely resolution. Although we cannot promise complete confidentiality, we will maintain confidentiality to the extent permitted by law and will be as discreet as possible throughout the investigation process.

All personnel must fully cooperate in the investigation process. You may not discourage or prevent any victim of harassment, bullying, discrimination or retaliation, from using our complaint procedure to report harassing, bullying, discriminatory or retaliatory conduct, or discourage or prevent any witness from participating in the investigation.

If we determine that harassment, bullying, discrimination or retaliation has occurred, we will take appropriate remedial action to resolve the complaint in light of the circumstances involved.

We will inform the complainant, the accused and any other involved persons about the general results of our investigation. We will not retaliate against you for filing a complaint or participating in an investigation, and we will not tolerate or permit retaliation against you by management, supervisors, employees, independent contractors or other persons.

We urge you to report immediately any incidents of harassment, bullying, discrimination or retaliation so that we can quickly and fairly resolve any complaints. The federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing also investigate and prosecute complaints of unlawful harassment, bullying, discrimination and retaliation. If you think you are the victim of harassment, discrimination or retaliation, you may file a complaint with the appropriate agency. Both agencies may be found on the internet or through Directory Assistance. PLN has also provided you with a copy of the Brochure on Sexual Harassment (DFEH 185).

### **1.5 FRATERNIZATION**

We strongly discourage personal and social relationships between supervisory and non-supervisory employees because they may lead to misunderstandings, complaints of favoritism, lack of objectivity, sexual harassment, or severe employee morale problems.

You may not date or ask to date, make sexual overtures toward or accept sexual overtures from, or attempt to establish a romantic or sexual relationship with any employee working under your direct or indirect supervision or management. If you do, you must immediately disclose the circumstances to the Human Resources Department.

Your relationship with another employee (including sexual or romantic relationships, family relationships, close friendships, roommates or similar relationships, whether or not one of you is a supervisor or manager of the other) must not disrupt PLN operations or violate our policy against harassment contained in this handbook.

### **1.6 IMMIGRATION LAW COMPLIANCE**

We are required by the Immigration Reform and Control Act of 1986 to verify all regular and temporary employees' identity and their right to employment in the United States. Your employment is contingent upon providing this documentation and keeping it current with us throughout your employment.

To meet this obligation, you must provide the Human Resources Department with documentation establishing your identity and legal right to work in the United States within three working days after your hire date. If you have not completed this verification within three days, you may not work until the verification process has been completed.

The Human Resources Department will monitor the expiration dates of identity and legal authorizations to work in the United States. You must keep this documentation updated throughout your employment to maintain your continued employment status. You must also notify the Human Resources Department of any change in your immigration status.

If your right to work documentation expires, you will be put on inactive status, and you will have five business days to submit renewed documentation of your right to work. If you do not do so, we are required to terminate your employment.

## **1.7 COMPLIANCE WITH LAWS**

We expect all employees to conduct PLN business in compliance with federal, state and local laws. PLN assets shall not be used for any unlawful or improper purpose.

## **1.8 EMPLOYMENT STATUS**

### **1.8.1 Regular Full-Time Employee**

Regular full-time employees are scheduled to work 40 hours in a work week. Regular full-time employees are entitled to all PLN-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

### **1.8.2 Regular Part-Time Employee**

Regular part-time employees are scheduled to work less than 40 hours in a work week. Regular part-time employees will be eligible for some PLN-sponsored benefits described in this handbook, as specified by our current carriers or as required by law.

### **1.8.3 Temporary Employee**

Temporary employees are scheduled to work a limited period of time, usually during peak workloads or for vacation relief. A temporary employee may be either full-time or part-time. A temporary employee will receive no PLN-sponsored benefits except as required by law.

### **1.8.4 Exempt Employee**

An exempt employee is one whose wages and duties are not covered by certain wage and time requirements of local, state or federal regulations. An exempt employee does not receive overtime and does not follow the same time card procedures as a non-exempt employee. Exempt employees will be notified of their exempt status by management.

### **1.8.5 Non-Exempt Employee**

A non-exempt employee is paid on the basis of hours worked per pay period and receives compensation for overtime. Non-exempt employees must follow the

timekeeping procedures set forth in this handbook. All employees are non-exempt unless notified otherwise by management.

#### 1.8.6 Employment Orientation

We will provide orientation to all newly hired, transferred, or promoted full-, part-time and temporary employees. Certain consultants will be provided an abbreviated orientation to PLN's philosophy, goals and objectives. The objectives of the orientation program are:

- To promote the safe and effective performance of job duties;
- To inform new employees about PLN's organization, mission and values;
- To inform new employees about their respective program philosophy, goals and objectives;
- To inform the employee about his/her role within the organization;
- To inform the employee about personnel policies, procedures, and applicable employee benefits;
- To ease the employee's entry into the work group; and
- To enhance the professional and personal growth and self-development of all new and transferred employees.

#### 1.8.7 Interns

We offer internships to bachelors, masters and pre-doctoral students. Interns are subject to many of the same screening requirements, behavioral standards and expectations required of employees, including training on mandated child abuse reporting.

#### 1.8.8 Introductory Period

You are considered an introductory employee during your first 180 days of employment with us. During this period, we will evaluate your work attitude, attendance, performance and ability to work with other employees and supervisors. Likewise, during this period, you have the opportunity to determine if you are satisfied with your position and working environment.

While in your introductory period, you will receive PLN-sponsored benefits as noted in this employee handbook or as mandated by law. Introductory employees who are terminated are not eligible for the problem-solving procedures contained in this handbook.

We may extend your introductory period one or more times if we deem it necessary to do so. When you have satisfactorily completed your introductory period, you will become a regular (full or part-time) employee. Completing your introductory period does not alter your at-will employment status. You retain the right to terminate your employment at any time, with or without cause or notice, and we have a similar right throughout your employment with us.

**NOTE:** For Head Start employees, terminations during the introductory period do not need approval by the Head Start Policy Committee.

#### 1.8.9 Promotion, Transfers and Job Openings

A promotion involves moving to a position of higher responsibility and duties, and is usually accompanied by a higher rate of pay. A transfer involves moving to a job within PLN at the same (or lower) rate of pay as the present position.

Whenever a job opening arises or a new position is created, the position may be posted, and current employees may be given first consideration. New jobs at PLN may not be posted when these positions have been created due to reassignments, reorganizations, and/or when it is in the best interest of PLN. To apply, you must submit an Employment Application to the Human Resources Department.

Job offers may be awarded to qualified employees after consideration of such factors as education, experience, performance record, ability, and skills.

Before applying for an open position, you must have successfully completed at least six (6) months of employment in your current position and be free from any formal disciplinary action during the previous six (6) months of employment.

PLN is committed to promoting its current employees whenever appropriate, though under some circumstances promotions or transfers may occur at the discretion of management.

When a promotion or transfer occurs, a new 180-day introductory period will begin. The new introductory period gives your supervisor an opportunity to evaluate you in the new position.

The agency may simultaneously recruit, externally and internally, to insure an adequate supply of candidates. Current employees are strongly encouraged to discuss with supervisors the intent to apply for another position. If you are selected to fill a job vacancy, the hiring supervisor must consult with your current supervisor prior to the job being offered to give both supervisors the opportunity to agree on a time frame for the transfer. This period of time generally should not exceed one month.

**NOTE:** For Head Start employees, promotions, transfers and new hires must be approved by the Head Start Policy Committee.



#### 1.8.10 Job Descriptions

New employees and any employee who is transferred, promoted or demoted to a different job will receive a written job description. This will help you understand the duties and responsibilities of your position. If you have a question about your job description, you should discuss it with your immediate supervisor.

As PLN requirements change, it may be necessary occasionally to revise your job description. If this happens, you will be given a written copy of the revised job description to review and discuss with your immediate supervisor.

You must sign an acknowledgment of receipt of your job description (and any subsequent job descriptions), must return the signed copy to the Human Resources Department.

#### 1.8.11 Employment of Relatives/Personal Relationships

Because of the potential for conflicts of interest and employee morale problems, we will not employ relatives, spouses, registered domestic partners or employees who share a significant relationship if:

- one of the employees will be supervised by the other, or
- a conflict of interest arises or could arise between the employees, or with any other employee.

If these situations arise between you and another employee, we will consider transferring one of the employees who share a significant relationship. If transferring is not an option, we may ask you to choose which of you will resign. If neither of you resigns voluntarily, we may choose to terminate one of you. If you are terminated in this situation, you will remain eligible for rehire to a position for which you are qualified.

#### 1.8.12 Outside Employment & Other Activities

You may participate in outside employment or in any other activity as long as it does not directly or indirectly create a conflict of interest with PLN or interfere with your job performance. If a conflict arises or you are unable to maintain a high work performance standard as a result of your outside job or activity, we will ask you to choose between that position or activity and your continued employment with us.

#### 1.8.13 Terminations

**Termination** is the severance of our employee-employer relationship, whether by resignation, layoff, discharge, retirement or death.

**Resignation:** In the event of resignation, PLN requests (but does not require) a minimum of two (2) weeks' written notice. Thirty (30) days' notice is requested (but not required) from management and professional positions such as teachers,

therapists, etc. Leaving PLN in good standing requires carrying out all duties and functions through the effective date of termination. This includes completing all work assignments and returning Para Los Niños property. All financial obligations to PLN shall be settled to the last date worked.

An employee leaving PLN who is enrolled in direct payroll deposit will have this benefit terminated before the last day worked. In order to calculate accurately vacation accrued through the last day worked, and any other financial obligations owed to PLN, you will receive your final check at the exit interview.

PLN reserves the right to offer pay in lieu of notice if, at the sole discretion of PLN, it is in the best interest of PLN. Your actual date of termination will be the last scheduled day worked by you.

**Discharge:** PLN's termination policy is one of "at-will" employment. This means that you have the right to terminate your employment at any time and PLN may terminate your employment for any reason at any time.

**Layoffs/Reorganization:** In the event a reduction in staff or a reduction in hours for a particular position becomes necessary, you will be selected for layoff or reduction in hours based on your job performance, qualifications, PLN's need for particular skills and experience, and other reasons.

Subject to applicable law, if you are rehired or reinstated from layoff within sixty days of the date of termination you will receive credit for previous service.

**NOTE:** For Head Start employees, terminations must be approved by the Head Start Policy Committee.

#### 1.8.14 Exit Interviews

You are given an opportunity for an exit interview by the Human Resources Department to discuss employment-related concerns and offer suggestions for improvement. The Human Resources Department is responsible for scheduling an exit interview on your last day of employment and for arranging the return of PLN property including:

- PLN Access Card
- Picture Identification Card
- Office Keys
- PLN Issued Credit Cards
- PLN Manuals
- Laptops, tablets, and any other PLN-owned or issued property

#### 1.8.15 Reference Checks/Clearances/Licenses

We verify the educational background, employment and personal references of all applicants prior to hire. We will verify at least 1 personal and 2

professional references prior to hiring. If we discover after your hire that you submitted incomplete or false information with your application, you will be disciplined or terminated.

If you are required to drive PLN or personal vehicles on PLN business, you must have and maintain a valid California driver license and remain eligible for coverage under our insurance policy. You must also provide a valid insurance declaration establishing your own insurance coverage for your personal vehicle, if applicable. If your job requires you to drive PLN-owned vehicles, PLN will enroll you in the Employer Pull Notice (EPN) program sponsored by the DMV and you will sign an authorization for release of your driver record information to PLN.

If a license or certification is required to perform your job duties, you are responsible for obtaining and maintaining that license or certification.

Subject to applicable law, all employees are required to undergo mandatory FBI, Department of Justice and Child Abuse Central Index background checks prior to commencement of employment. Employment is contingent upon being cleared by the state and federal agencies and upon successful completion of a drug and alcohol test, and a tuberculosis test. In addition, you must submit a tuberculosis test report every two (2) years as a condition of continued employment.

Early Education employees, interns and volunteers are required to provide proof immunization against Influenza (between August 1 and December 1 of each year), Pertussis (Whooping Cough) and Measles within 30 days from the date of hire.

Following PLN's submission of an applicant's or employee's LiveScan, the U.S. Department of Justice, Bureau of Criminal Identification and Information will furnish PLN all subsequent arrest/conviction notifications as permitted by law. This means PLN will receive arrest/conviction information, both prior to employment and as long as you are employed by PLN. (Such information will be maintained in a file separate from your personnel file.)

If you have been convicted of a crime and work in licensed facilities, or are associated with the licensed facilities, you will be immediately terminated when requested/required by California Community Care Licensing.

PLN will not process Department of Justice criminal record exemptions on behalf of any applicant or current employee. Therefore applicants in need of criminal record exemptions will not be considered for employment. As such, current employees in need of criminal record exemptions will be dismissed.

Subject to applicable law, PLN will terminate the employment of any person with a conviction involving drugs, sexual or child abuse crimes or any other crime PLN deems too risky for the well-being of the students/clients.

You must inform the Human Resource Department immediately in writing of any and all criminal convictions.

If PLN receives notification of arrest and conviction prior to or while you are employed at PLN, PLN may evaluate continuation of employment based on:

- The nature of the crime;
- Period of time since the crime was committed;
- Circumstances surrounding the commission of the crime that would demonstrate the unlikelihood of repetition;
- Activities since conviction;
- Whether you disclosed prior conviction(s) on your employment application;
- Your attitude and demeanor.

If PLN decides to continue your employment, you must meet with Human Resources and be informed that you must fulfill all terms and conditions of employment, meet all sentencing/probation requirements, and if you commit another crime, immediate employment termination could occur.

**NOTE:** For Head Start employees, terminations must be approved by the Head Start Policy Committee.

## **1.9 CONDITIONS OF EMPLOYMENT**

### **1.9.1 Work Schedules**

The work schedule for all full-time employees of PLN is forty (40) hours per work week. Our offices are normally open from 7:00 a.m. to 5:00 p.m. Monday through Friday, except for specified holidays. You will be assigned to work an initial schedule when you start your job, but your supervisor may change your work schedule to meet the needs of PLN. You will be given written notice of any changes to your schedule.

Based upon operational needs, PLN may schedule extended work hours, including weekend assignments, upon reasonable advance notice. If you are requested to work extended hours by your supervisor, you are required to do so.

The nature and responsibilities of certain designated professional, supervisory and administrative staff often require longer and irregular. These positions, as designated by PLN, are typically exempt from the overtime provisions of state and federal law.

### **1.9.2 Meal Periods**

Non-Exempt Employees. Non-exempt part-time employees are entitled to take an unpaid duty-free meal period of thirty (30) minutes whenever you work more than

five hours. Full-time employees are provided one (1) hour of meal break every day. The first 30 minutes of full-time employees' first meal period of the day is paid by PLN and the remainder is unpaid.

This meal period should commence before you have completed five hours of work. Employees are entitled to take a second unpaid duty-free meal period of thirty (30) minutes whenever you work more than ten hours. This meal period should commence before you have completed ten hours of work. You are entitled to take a third duty-free unpaid meal period of thirty (30) minutes whenever you work more than fifteen hours. This meal period should commence before you have completed fifteen hours of work.

You must record the beginning and the end of your meal period on your electronic time card. If you perform any work for any reason during your meal period, you must record it on your electronic time card or the Timesheet Exception form so that you can be paid for your time. **Working off-the-clock during any meal period is strictly prohibited.**

If your work shift will be six (6) hours or fewer, or you work more than ten but fewer than twelve hours in one shift and have already taken your first meal period of the day, the law permits you to waive your meal period at your option. If this occurs, or if you choose not to take the meal period(s) we have provided to you, you must note that you voluntarily waived your meal period on the meal waiver form.

You are entitled to leave the premises for your meal period. You may not skip your meal period in order to work unauthorized overtime, to come in late or to leave early without the prior approval of your supervisor. You may not extend your meal period by combining meal periods or by adding rest periods to a meal period.

If you are unable to take a desired meal period in a timely manner for any reason, inform your supervisor or the Human Resources Department immediately so that we can ensure that your meal periods are always available to you. You may raise any concerns about your ability to take your meal periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated meal periods each day of work.

Exempt Employees. Exempt employees are entitled to take meal periods at reasonable intervals as needed. If your workload prevents you from taking meal periods, let your supervisor know immediately so that we can address the situation.

### 1.9.3 Rest Periods

Non-exempt employees are entitled to take a paid ten-minute rest period for each 4-hour work shift or major portion of 4 hours (i.e., more than 2 hours), except that employees whose work shift will end in 3.5 hours or fewer are not entitled to a rest period. Rest periods are provided as follows: (1) employees working between 3.5 hours to 6 hours are entitled to take one rest period of ten minutes; (2) employees working shifts from 6 hours to ten hours are entitled to take two rest periods of ten minutes each; (3)

employees working shifts of more than ten hours to fourteen hours are entitled to take three rest periods of ten minutes each, and so on.

Your rest period should be taken in the middle of your 4-hour work period whenever possible. You may not extend the time you have available to you for a rest period by combining rest periods or by adding rest periods to a meal period.

If you are unable to take a rest period in a timely manner for any reason, please discuss it immediately with your supervisor or the Human Resources Department so that we can ensure that your rest periods are always available to you. You may raise any concerns about your ability to take your rest periods at any time without fear of retaliation; it is our intent that you be able to take all of your designated rest periods each day of work.

Exempt Employees. Exempt employees are entitled to take rest periods at reasonable intervals as needed. If your workload prevents you from taking rest periods, let your supervisor know immediately so that we can address the situation.

#### 1.9.4 Lactation Accommodation

If you are a nursing mother, you are entitled to a reasonable break to express milk in private, in an area designated by PLN. You should use your regular paid rest periods for this purpose. Additional break periods necessary to express milk will be unpaid. We will not discriminate or retaliate against you based upon your lactation needs or activity.

#### 1.9.5 Attendance

##### 1.9.5.1 Absences

Regular and timely attendance is an essential function of every position at PLN. We count on you to be present at work during your assigned shifts, unless you have been excused or there is an emergency or unexpected illness or injury. Your absence will be considered "excused" only if you have received prior approval from your supervisor.

If the need for an absence is foreseeable, you must provide reasonable advance notification. If you will be unexpectedly absent for any portion or all of a work day for any reason, you must notify your supervisor least two (2) hours prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must speak to the immediate supervisor in charge.

If you are absent more than one (1) day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. If you are absent for three consecutive days without proper notification, we will assume that you have voluntarily resigned your position.

Subject to applicable law, we may require a doctor's certificate for any absence due to illness or injury. We also may require a doctor's certification that you have been released to return to work before you are permitted to return after an illness or injury.

You should not automatically assume that an absence is permissible merely because you have sufficient paid time off benefits available to cover all or a portion of your absence. We may determine that your absences are excessive if, based upon all the facts and circumstances, it is found to be disruptive to PLN, your co-workers or our children/families or to cause an undue hardship to PLN.

#### 1.9.5.2 Tardiness

We expect you to begin work at your scheduled starting time and promptly after any meal period. You will be considered "tardy" if you clock in after your scheduled starting time or after your scheduled return from any meal period.

#### 1.9.6 Overtime

Business circumstances may require that employees work overtime hours, and we expect you to do so when called upon unless there are exceptional circumstances.

Non-exempt employees will be paid for overtime hours worked as required by applicable law. Generally, this means that you will earn overtime pay at the rate of time-and-a-half your usual rate for hours worked over eight (8) in one workday, over forty (40) in one workweek, and for the first eight (8) hours of work on the seventh day of work in the same workweek. You will receive overtime pay at the rate of double-time for hours worked over twelve (12) in one workday, and for all hours worked in excess of eight (8) hours on the seventh workday in the same workweek. Only hours actually worked are counted toward overtime. Holidays, vacation, sick leave or other approved paid absences are not counted as "time worked" for the purposes of calculating overtime.

All overtime hours must be authorized in advance by your supervisor. If you work unauthorized overtime, you will be paid for your time, but you may be disciplined or terminated for doing so.

Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

#### 1.9.7 Make-Up Time

If you wish to take off a few hours during a workweek for personal reasons, you may request to make up the time off on another day(s) during the same workweek to avoid loss of pay or reductions to your accrued paid time off. Your request must be made in writing on PLN's Make-Up Time Form and must be approved in advance by your supervisor.

If your request is approved, you may take the time off and work the extra time in any order you wish, as long as both are completed in the same workweek. Once you have made up working time, you must also take off the requested time, and vice-versa. You may not work more than 11 hours in any one workday, or more than 40 hours in any one workweek.

If you work approved make-up time, you will be paid for your missed hours without having to apply any accrued paid time off, and you will not receive overtime pay, even if the work would otherwise create an overtime situation.

#### 1.9.8 Performance Reviews

Performance reviews provide you with feedback on your job performance, and enable you to give feedback to your supervisor. They also enable you to discuss your professional development, clarify your job expectations, and raise any concerns.

New employees and current employees who are promoted or transferred to new jobs will be reviewed at the end of the one hundred eighty (180) day introductory period. Your performance is evaluated informally by your supervisor on a continuing basis. In addition, a formal, written performance evaluation is conducted at least annually by your supervisor, or more frequently as needed. You will have a personal interview to review, discuss and sign your evaluation.

Your performance review assesses the quality and effectiveness of your work, your skills and job-specific knowledge, and your ability as a leader and team member, among other factors. In addition, the review is a chance to clarify your goals and your supervisor's performance expectations. The outcome of your performance review will not alter your status as an at-will employee.

#### 1.9.9 Work Assignments

We reserve the right at any time to alter or change your job responsibilities, reassign you to other programs or shifts, transfer you to a different job or position, and assign you additional job responsibilities.

#### 1.9.10 Staff Training

Depending on the nature of your position, you may be offered or required to complete assigned training.

#### 1.9.11 Conferences and Workshops

We are committed to your professional development. Whenever appropriate and as allowed by the budget, PLN may send you to, or help defray the cost of, conferences, workshops or professional seminars. All external trainings require the advance approval of your supervisor.



## **1.10 COMPENSATION**

PLN's intention is to recruit and retain qualified staff through a competitive compensation package that includes salary, benefits, paid time-off, etc. Compensation is based on:

- Political and economic trends;
- The agency's financial position;
- Periodic comparisons with published industry benchmarks; and
- Individual performance.

Periodically the Human Resources Department will conduct or review industry-specific compensation surveys to determine current market rates; Human Resources will confirm that the PLN salary scale meets any requirements set forth by funding or regulatory bodies. The PLN salary scale will be reviewed by the PLN Board of Directors.

Starting salary is recommended by the supervisor and approved by Human Resources. Salaries/wages are based on an approved compensation scales. Any exceptions require approval from an Executive Team member.

Salary is set according to training, experience, education, length of service, and prevailing market conditions affecting the availability of qualified employees.

Pay increases for employees are not automatic and may be granted at the discretion of PLN. All regular employees are eligible for pay increases with satisfactory service and in accordance with established compensation policies.

Salary adjustments may also be granted for promotions or professional milestones. Any salary adjustment you receive will not alter your status as an at-will employee.

### **1.10.1 Workweek/Workday**

Our work week begins at 12:01 a.m. on each Monday and ends at midnight on the following Sunday. Our work day begins at 12:01 a.m. on each day and ends at midnight that night.

### **1.10.2 Pay Period/Pay Day**

You will receive your paycheck every two weeks on Friday. If a PLN or bank holiday falls on a designated pay day, we will issue paychecks on the day before whenever possible.

You must pick up your paycheck in person or provide your signed written authorization for another person to do so. You may choose to have your paycheck deposited automatically into your bank account. Forms for enrolling in the Automatic Deposit program are available through the online payroll system and from the Human Resources Department.

### 1.10.3 Payroll Deductions

We will make payroll deductions as required by state and federal law, including Social Security (FICA), State Disability (SDI), and state and federal income taxes. Other deductions, such as employee health insurance contributions, may also be made if you authorize them in writing.

PLN Charter School certificated staff participate in the State Teachers Retirement System (STRS). Employees contribute the required percentage of their salary and PLN contributes the employer's required amount. All withholdings from certificated employees will be forwarded to STRS as required.

### 1.10.4 Pay Advances, Loans or Check Cashing

We do not grant pay advances, loans or check cashing services to employees.

### 1.10.5 Garnishments

When your wages are garnished by a court order to repay a debt that you have incurred, we are legally bound to withhold those funds from your paycheck. If you object to the garnishment, you must take independent action to have it lifted; we cannot intervene on your behalf.

If your financial concerns do not interfere with your job performance, we will make the deductions and payments as required and there will be no job-related repercussions. However, if an excessive number of wage garnishment orders or involvement in legal matters related to your garnishments causes administrative hardship and unnecessary cost for us, you may be disciplined or your employment terminated.

### 1.10.6 Payroll Errors

If you have questions about errors, inclusions or omissions on your paycheck, promptly contact the Human Resources Department. Any necessary corrections will be made immediately. If payroll errors result in an overpayment to you, you must promptly reimburse us.

### 1.10.7 Time Records

All non-exempt employees must use the electronic time card or appropriate PLN forms to record their daily hours worked. You must record the time you begin your work day, the time you leave for a meal period, the time you return from a meal period, the time you stop work at the end of the day, and whenever you leave the premises for any reason other than rest breaks or PLN business. In some cases, activity reports may be required to associate specific activities with reported time. This requirement is dependent on the regulations of specific funding sources.

Certain funders require, exempt employees to track their hours worked or specific activities.

You may not be on PLN premises or begin working earlier than your authorized starting time, and you may not remain on PLN premises or stop working later than your authorized ending time, without prior approval of your supervisor.

Working “off-the-clock” is strictly prohibited. (Off-the-clock means work performed but not reported.) Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

For payroll purposes, you will be paid in fifteen-minute intervals, with your starting and ending time rounded up or down to the nearest fraction. For example, if your start time is 8 a.m., and you clock in at 7:53 a.m. and out for your lunch at 12:00 p.m., your time worked will be four (4) hours because 7:53 a.m. is closer to 8:00 a.m. than it is to 7:45 a.m. However, if you clock in at 8:12 a.m. and out at 12 p.m., time worked will be 3 hours and 45 minutes because 8:12 is closer to 8:15 than to 8:00. Meal periods will not be rounded.

If you forget to record your time or if there are errors on your time record, report these to your supervisor immediately so that your supervisor can correct your time record. Any hours recorded in excess of your scheduled hours (including unscheduled working time or overtime) must be approved in advance your supervisor.

Unauthorized use of or tampering with the timekeeping system, marking another employee's time record (even with that employee's permission) or allowing another employee to mark your time record is prohibited.

All employees must approve their timecards at the end of each bi-weekly payroll cycle. All employees utilizing timesheets to track and report time worked and absences from work must complete, approve and submit timesheets to their direct supervisor for review and approval at the end of each pay period.

You will be paid only for time properly recorded, and for other authorized time off. If you have any questions or problems, please discuss them immediately with your supervisor or the Human Resources Department.

#### 1.10.8 Unclaimed/Lost Paychecks

If you do not pick up your paycheck within three days of the date issued, we will send a letter to your last known address reminding you to pick up your paycheck or to give written instructions to PLN to mail it to an address you have designated. You must report lost or missing paychecks immediately so that we can stop payment on the check. If appropriate, we will issue a new check to replace a lost or missing check.

## II. BENEFITS

This section provides eligible employees with a brief summary of PLN-sponsored benefits. More detailed information is contained in the official plan documents and insurance policies. If there is any conflict between the brief summaries contained in this handbook and the official plan documents, the official plan documents will control.

### 2.1 VACATIONS

We provide paid vacation time to regular full-time employees to provide them with periods of rest and relaxation away from their regular job duties. Eligible employees do not earn paid vacation time during the first 90 days of employment.

If eligible, you will earn paid vacation time as follows:

<b>Years of Service</b>	<b>Annual Vacation Accrual</b>
First day following completion of 90 days of the introductory period through completion of 12 months of employment	Up to 60 hours (7.5 work days)
First day of the 2nd year of employment through completion of the 5th year of employment	Up to 80 hours (10 work days)
First day of the 6th year of employment through completion of the 9th year of employment	Up to 120 hours (15 work days)
First day of the 10th year of employment through completion of the 14th year of employment	Up to 160 hours (20 work days)
First day of the 15th year of employment through the remainder of employment	Up to 200 hours (25 work days)

School administrators may have different vacation accruals; this information will be provided separately to the relevant employees.

Vacation accrues in fractional amounts each pay period. Vacation pay is paid to you at your current straight-time hourly rate at the time you take the vacation. We do not advance vacation time or pay to employees.

You may use vacation time in minimum increments of one-half day (four hours). You may not use more than two (2) weeks of vacation at one time without prior approval of your supervisor.

If you have been employed with PLN for at least three (3) years, you may request a cash out of up to two (2) weeks of vacation pay once every two (2) years. Requests are subject to your supervisor's approval and the organization's financial constraints.

Your accrued, unused vacation time may be carried over from year to year. However, once you have accumulated 1.75 times as many hours as your current annual accrual benefit, you will stop accruing further vacation time until you have taken enough vacation hours to bring you below this accrual cap.

You will not accrue vacation benefits while on a leave of absence. You will not receive additional vacation time if you become ill or injured while on vacation. If a designated paid holiday is observed by PLN during your vacation period, it will not count against your vacation bank. All accrued but unused vacation will be paid to you at your final rate of pay when you leave PLN.

All requests for vacation for five (5) or more days must be submitted at least 30 days in advance; for vacation requests under five (5) days, request must be submitted at least fifteen (15) days in advance. Your immediate Supervisor must approve vacation time and dates in advance. In the event of a conflict in scheduling vacations, preference will be based on staffing requirements within each program/department.

Although you are allotted vacation pay benefits to cover periods of absence for personal time off, you should not automatically assume that an absence is permissible merely because you have sufficient vacation pay benefits available to cover all or a portion of your time off. PLN may determine that your absences are excessive if they are disruptive to PLN, co-workers or children/families.

Vacation paychecks may be obtained immediately prior to going on vacation provided:

- the vacation time has been earned;
- the commencement of a vacation is coordinated with the ending of a normal pay period; and
- you request the vacation check two (2) weeks prior to the start of the vacation.

We may defer your vacation request, require you to take vacations at certain times, schedule your vacation if you fail to do so or if we deem it necessary, pay out your accrued vacation or shut down all or any part of PLN for vacation purposes if necessitated by business needs or in our sole discretion. We will give you at least 90 days' notice of PLN-scheduled vacation time.

## **2.2 SICK LEAVE**

Eligible employees (those who work thirty (30) days or more in one (1) year) will be entitled to accrue or receive paid sick leave from the commencement of employment. If eligible, you will be provided with paid sick leave as follows:

### 2.2.1 Charter School Teacher Accrual

On the first date of eligibility, or at the start of the school year (July 1<sup>st</sup>), whichever is later, charter school teachers will receive up 88 hours or 11 days (whichever is greater) of paid sick leave, prorated for partial periods of employment (although not less than 48 hours or 6 days, whichever is greater). Eligible employees may carry over sick leave up to a maximum of 160 hours (20 work days). Once you have reached the maximum carry over cap, you will not earn any additional paid sick leave until you have used enough sick leave to fall below the cap. Charter School teachers may use sick leave immediately upon receipt.

### 2.2.2 Regular Full-Time Employees

On your first date of eligibility, full-time employees will receive up 96 hours or 12 days (whichever is greater) of paid sick leave, prorated for partial periods of employment (although not less than 48 hours or 6 days, whichever is greater). Eligible employees may accrue and carry over sick leave up to a maximum of 160 hours or 20 days (whichever is greater). Once you have reached the maximum cap, you will not earn any additional paid sick leave until you have used enough sick leave to fall below the cap.

### 2.2.3 Regular Part-Time Employee and Other Eligible Employees

As of your date of hire, paid sick leave begins to accrue at the rate of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of 72 hours. Eligible employees may use up to a maximum of forty-eight (48) hours of paid sick leave per calendar year. Eligible employees may accrue and carry over sick leave up to the maximum cap of seventy-two (72) hours. Once you have reached the maximum cap, you will not earn any additional paid sick leave until you have used enough sick leave to fall below the cap.

### 2.2.4 All Eligible Employees

Local city ordinances may apply to your accrual of sick time, depending upon the city(ies) in which you work. Local ordinances which alter your accrual or use of sick time will be applied as necessary depending upon where you work. If there is any conflict between this sick leave policy and the laws of the city in which you work, the law which is more generous to you will apply.

Eligible employees may begin to use paid sick leave as it is earned or received, and in minimum increments of two (2) hours.

Sick leave is paid at your regular straight-time hourly rate in effect at the time you use it, or as otherwise required by law. You will receive payment for used sick leave no later than the payday for the next regular payroll period after the sick leave was taken.

We will not advance sick leave against future benefits. After you have exhausted your sick leave benefits, further absences due to illness or injury will be without

pay, unless you apply accrued vacation instead. Sick leave may not be used for vacation or personal time off, but may be used for preventive care or the diagnosis, care or treatment of an existing health condition, such as medical or dental appointments, time off due to domestic violence, sexual assault or stalking. You may also use your sick leave to care for your injured or ill family member, including a spouse, child of any age, sibling, parent, registered domestic partner, grandparent, grandchild, any individual related by blood or affinity whose close association with you is the equivalent of a family relationship, or any other family members specified by applicable law.

If the need for paid sick leave time is foreseeable, you must provide reasonable advance notification. In unexpected or emergency situations, you must notify your supervisor least two (2) hours prior to your starting time, or as soon as possible in light of the circumstances. If your supervisor is not available, you must speak to the immediate supervisor in charge. If you are absent more than one (1) day, you must provide the same notice each day of absence, unless we have previously approved a specific date for your return to work. You must keep your supervisor informed as to when you expect to return to work.

Although you are allotted or accrue sick pay benefits to cover periods of absence due to personal illness or injury, you should not automatically assume that an absence is permissible merely because you have sufficient sick pay available to cover all or a portion of your time off. Subject to applicable law, we reserve the right to require a written statement from your physician or your family member's physician certifying your absence. If your absence is due to your medical condition, to the extent allowed under the law, we reserve the right to require a written release from your physician that you can return to work.

If you leave PLN for any reason, we do not cash out accrued but unused sick leave. However if you are rehired within one (1) year of your initial separation, all previously unused sick leave will be reinstated.

If your absence due to illness or injury extends beyond seven (7) days, or if you are hospitalized, you should file a claim with the California Employment Development Department for State Disability Insurance. You may obtain information and claim forms from the Human Resources Department or online at [www.edd.ca.gov](http://www.edd.ca.gov).

### **2.3 HOLIDAYS**

Subject to applicable law, regular full-time and regular part-time employees are given the following holidays off with pay each year:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Floating Holiday

Eligible employees will also be given paid holidays representing the regular work days between Christmas and New Year's Day. These holidays may be granted on those calendar days, or may be delayed until after New Year's Day in the sole discretion of management to address program operational needs.

Employees working under certain contracts may have different holiday schedules. These employees will be paid for the same number of PLN holidays outlined above, even if the holidays observed under these contracts do not always coincide with PLN holidays.

Charter Schools faculty and employees on an annual employment contract observe the school holidays based on the school calendar.

Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

We will pay holiday wages at your regular straight-time hourly rate in effect at the time the holiday is observed. Part-time employees will be paid for holidays based on their weekly work schedule; you will be paid only for holidays that fall on a regularly scheduled workday. To be eligible for holiday pay, you must work on PLN's last scheduled work day immediately prior to, and PLN's first scheduled work day immediately after the designated holiday (regardless of whether you are scheduled for those days), unless your absence is excused. You will not receive holiday pay if you are scheduled to work but do not report to work on a designated holiday.

If you recognize alternative holidays for religious purposes, contact the Human Resources Department to discuss your right to take additional religious holidays without pay.

## **2.4 FLOATING HOLIDAY**

After the first 90 days of employment, PLN provides eligible employees with a one-day floating holiday each fiscal year, with the hours accruing annually on July 1<sup>st</sup>. Part-time employees' floating holiday hours will be pro-rated based on their weekly work schedule at the beginning of the fiscal year. PLN strongly recommends that all employees use their accrued floating holiday in the year in which it is earned, but if you don't use your floating holiday, the time will carry over to the next fiscal year. Once you have accumulated two days, you will stop accruing further floating holiday time until you have used enough floating holiday hours to bring you below this accrual cap. Eligible employees must schedule their floating holiday according to the vacation section above. All accrued but unused floating holiday time will be paid to you at your final rate of pay when you leave PLN.



## **2.5 LEAVES OF ABSENCE**

### **2.5.1 Insurance and Benefits During All Disability Leaves**

If you need a leave of absence for Family and Medical Leave Act/California Family Rights Act Leave (FMLA/CFRA), Workers' Compensation Leave or other disability leaves, and you are otherwise eligible to participate in a PLN-sponsored group health and dental insurance program, we will help you maintain your group health and dental insurance coverage during your leave. We will pay our usual share of your coverage premiums for up to twelve weeks or the duration of your protected leave. You must pay for your usual share of your coverage premiums as well as for any dependent coverage. You may contact the Human Resources Office to arrange a payment plan. If you do not make timely premium payments to us during your leave, your coverage will be cancelled for nonpayment of premiums, and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

For pregnancy disability leave (PDL), PLN will continue to pay its share of group insurance coverage for up to 17 and 1/3 weeks. Such benefits may overlap with PLN's obligations to continue premium payments under FMLA.

You do not accrue paid time off benefits during your leave of absence. If you wish to apply any accrued paid time off to your leave, we will help you coordinate your use of paid leave with your state disability benefits, where applicable. Any paid time off applied to your leave will count towards your allotted leave time and will not increase the total leave time allowed.

### **2.5.2 Disability Leave**

In addition to any legally-mandated leave to which you may be entitled, we will make every effort to reasonably accommodate your need for an unpaid leave of absence in the event of a disability, as long as it will not pose an undue hardship for PLN. If you require a disability leave, make a written request to the Human Resources Department.

You must notify the Human Resources Department of your intent to resume work at least one week prior to your expected return date. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, stating your ability to return to your regular duties and any restrictions you may have.

Although we cannot guarantee that your job will be held open for you until you return from a disability leave, we will make every effort to return you to the same or a similar job position. If no job opening exists for which you are qualified, you will be separated from employment.

While you are on disability leave, you may not accept other employment involving the same duties or activities as your position with us. If you do so, or if you fail

to return to work at the end of your disability leave, we will assume you have voluntarily resigned your position at PLN.

### 2.5.3 Family and Medical Care Leave/California Family Rights Act Leave (FMLA/CFRA)

2.5.3.1 Entitlement to Leave. The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) guarantee eligible employees a medical or family care leave of absence without pay for a maximum of twelve weeks within a rolling twelve-month period, measured backward from the date you use any FMLA/CFRA leave.

To be eligible for this leave, you must (1) have been employed with us for at least twelve months within the past seven years; (2) have worked at least 1,250 hours in the year preceding your request for leave, and (3) work within 75 miles of at least 49 employees at PLN.

FMLA/CFRA leave will be granted for: (1) your own serious health condition that makes you unable to perform the functions of your position; (2) the birth, adoption, foster care placement or serious illness of your child; or (3) to care for your parent, spouse or registered domestic partner who has a serious health condition. Leave for the birth, adoption or foster care placement of your child must be taken within one year of your child's birth, adoption, or placement.

If your own serious health condition continues beyond twelve weeks, we cannot guarantee reinstatement to your position, but we will review the circumstances with you to determine whether further leave time would be a reasonable accommodation without causing undue hardship to PLN. If you do not return to work as scheduled at the end of a leave without obtaining prior approval for continued leave, we will assume you have voluntarily resigned your position with PLN.

2.5.3.2 Key Position Employees. If you are in a "key position" (defined as the highest paid 10% of PLN employees within 75 miles of that worksite), you may not return to your former or equivalent position following a leave if keeping your position available would cause substantial economic injury to PLN, as determined on a case-by-case basis. We will notify you and explain your rights if you fall within this designation.

2.5.3.3 Leave for Care of Family Members in the Military. You may take up to 12 weeks of FMLA leave because of any special circumstances that arise out of the fact that your spouse, child or parent is on active duty or has been called to active duty as a reservist, National Guardsperson or existing active duty servicemember. This leave applies even if no medical condition or injury exists that would otherwise qualify for FMLA/CFRA leave.

2.5.3.4 Leave for Care of Injured Military Family Member. You may take up to 26 weeks of FMLA leave to care for a parent, child, spouse, nearest blood relative

or registered domestic partner who is injured while on active duty in the U.S. Armed Forces within the five years preceding the date of your requested leave.

2.5.3.5 Applying for Leave. Submit your request for leave in writing to the Human Resources Department and inform your supervisor of your leave request. The HR Department will notify you in writing if your leave has been approved. At least one week prior to your return to work, you must provide written notice to the HR Department and inform your manager of your intent to resume work.

If your request for leave is because of the serious health condition of yourself or a qualified person, you must provide us with a physician's certificate along with your request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on your own medical condition, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any restrictions you may have.

2.5.3.6 Disability Benefits. You may be eligible for State Disability Insurance (SDI) for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the Human Resources Department. If you wish to apply any accrued paid time off to your leave, we will help you coordinate your use of paid leave with your state disability benefits, where applicable.

#### 2.5.4 Pregnancy-Related Job Modification or Disability Leave

If you are pregnant, you may request a modification of your job duties or a transfer to a less strenuous or hazardous position. We will accommodate your request for a modification or transfer if it is medically advisable and can be reasonably accommodated without undue hardship to PLN. You must provide a certification from your health care provider confirming the medical need for a job modification or transfer. Before returning to your normal work duties or schedule, you must provide a written statement from your physician allowing you to return to your regular duties and specifying any limitations upon your ability to work.

If you are disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, you may take an unpaid pregnancy disability leave (PDL). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule, the PDL covers the amount of time you would typically work in a four-month period. At the end of your leave, you will be reinstated in the same or a substantially equivalent position unless your position has been eliminated because of a change in business conditions or operations.

You do not need to take your PDL in one continuous period of time; you may take it on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth and pregnancy-

related medical appointments are covered by PDL. You must provide a certification from your health care provider of your pregnancy disability. Before returning to work after a disability leave of absence, you must provide us with a written statement from your physician, confirming your ability to return to your regular duties and any limitations you may have.

You may be eligible for State Disability Insurance (SDI) for the unpaid portion of your leave. Information regarding your SDI benefits may be obtained from the Human Resources Department. If you wish to apply any accrued paid time off to your leave, we will help you coordinate your use of paid leave with your state disability benefits, where applicable.

If you are covered by a group health insurance plan at the time of your leave, you are entitled to continue your group health insurance coverage for the duration of your pregnancy disability leave under the same terms and conditions as when you are actively working.

If you have been on PDL and intend to take CFRA leave or Paid Family Leave for baby bonding purposes after the birth of your child, you must provide us with a certification of your change of leave status.

For more information regarding your eligibility for a leave and the impact of the leave on your seniority and benefits, please contact the Human Resources Department.

#### 2.5.5 Paid Family Leave

Under California's Paid Family Leave Act (PFL), you may be eligible to receive payments from the state Employment Development Department while you are on leave for up to six weeks to care for an ill family member (defined as parent, parent-in-law, child, spouse, sibling, grandparent, grandchild or domestic partner) or for bonding with a newborn or recent adoptee. You contribute to the cost of this insurance through payroll deductions.

You must apply two weeks of your available paid time off benefits to this leave. We do not pay you for your leave, and we cannot guarantee that your job will be held open after a Paid Family Leave, although we will make every effort to return you to the same or similar job. We will not retaliate against you for requesting or taking Paid Family Leave. This leave may run concurrently with FMLA or CFRA leave.

For further information on this benefit and whether you will be guaranteed reinstatement, please contact the Human Resources Department.

#### 2.5.6 Coordinating CFRA Leave, PDL and PFL

If you have been employed with us for at least one continuous year and worked at least 1,250 hours in the year preceding your request for leave, you may request CFRA leave of up to twelve work weeks to bond with your child after your physician has

released you from your post-delivery PDL. This unpaid CFRA leave is separate from the right to take PDL (and concurrent FMLA leave, if applicable), which is explained in the preceding sections of this handbook. There is no need to establish a serious health condition for you or your child to take CFRA leave. Your baby-bonding leave must be taken in minimum increments of two weeks and is available to you only within one year after your child's birth.

The maximum possible combined unpaid leave for a pregnant woman is up to four months for pregnancy disability if medically required (which includes any period of disability certified by a physician after the birth of the child), plus twelve work weeks to care for and bond with the newborn child. CFRA leave may overlap with the Paid Family Leave referenced in the previous section.

For more information regarding your eligibility for an unpaid CFRA leave, the impact of the leave on your seniority and benefits and coordination with PDL, please contact the Human Resources Department.

#### 2.5.7 Bone Marrow or Organ Donor Leave

You are eligible for leave of up to five (5) business days in any twelve consecutive months to serve as a bone marrow donor, and leave of up to thirty (30) business days in any twelve consecutive months to serve as an organ donor. This leave is paid by PLN, except that if you have accrued sick leave or vacation days available, you must apply five (5) days of your accrued sick leave or vacation days to your leave for bone marrow donation and two (2) weeks of your accrued sick leave or vacation days to your leave for organ donation. Using your available paid leave does not extend the total amount of leave available to you by law.

To be eligible for this leave, you must provide medical certification of your need for leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and your absence will not be considered a break in service. We will pay our usual share of insurance premiums during the leave. Depending upon the circumstances of the leave, FMLA/CFRA may apply to your request for donor leave.

#### 2.5.8 Workers' Compensation Leave

If you suffer a work-related injury or illness, you are entitled to an unpaid leave of absence. Your leave will continue until one of the following situations occurs:

1. You are released for full or modified duty and can return to work, with or without reasonable accommodation;
2. We receive medical evidence that you will be unable to return to work at any time in the future; or
3. You resign your position or do not return to work after your approved leave has expired.

We may require an examination by a medical professional of our choice at no cost to you to verify your ability to begin or remain on a medical leave.

If you return to work at the end of your leave of absence, you will be reinstated to your former position, unless business conditions have caused us to eliminate your job position. If your position is not available, you will be offered any available opening in a comparable position for which you are qualified. If there is no such position, you will be terminated.

FMLA and CFRA may run concurrently with your workers' compensation leave.

#### 2.5.9 Personal Leave

Regular full-time employees with one (1) year of more of service may be granted a personal leave of absence without pay for a maximum period of thirty (30) days. Reasons for a leave may involve family emergencies or extenuating circumstances not covered by other leaves, educational and travel opportunities or other personal endeavors. Each request for a leave of absence will be considered individually.

You must apply all accrued paid time off benefits to your personal leave of absence. You must pay 100% of your health and dental premiums during your leave. If you do not pay your insurance premiums, your coverage will be cancelled and you will receive information regarding your right to continue your coverage under COBRA at your own cost.

You must submit a written request for unpaid personal leave to your supervisor and the next level manager for approval. You must provide the starting and ending dates of your requested leave. At least one week prior to your return to work, you must confirm your intent to return to work with the Human Resources Department.

We cannot guarantee that your job will be held open for you until you return from a leave. We will make every effort to return you to the same or a similar job; however, if no job opening exists for which you are qualified, you will be separated from employment for lack of work. You may not accept other employment while on personal leave without the prior approval of the Human Resources Department. If you do so, or if you do not return to work as scheduled at the end of your personal leave, we will assume you have voluntarily resigned your employment.

#### 2.5.10 Jury Duty/Appearance as a Witness

All employees will be given time off for jury duty. PLN will pay you for up to ten (10) workdays to serve on jury duty (less any fees received from the Court for jury service). If jury duty extends beyond 10 days you may use paid vacation time. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty.

If you are summoned for jury duty, give your summons to the Human Resources Department to arrange for time off. While on jury duty, you must give us a jury attendance report, signed by a court official, at the end of each week of jury duty.

If you are subpoenaed as a witness, give a copy of the subpoena to the Human Resources Department and we will give you time off without pay as needed. If you are subpoenaed to be a witness for us in a legal proceeding, we will pay you for your time.

During jury service or witness duty, you must return to work on any day when you are not required to report to the court or when you are excused early, as long as there are at least two hours remaining on your usual shift.

#### 2.5.11 Civil Air Patrol Leave

If you are a member of the California Civil Air Patrol, you are entitled to time off to serve when called, and you will be reinstated to your position when your service is complete. To request a leave of absence, submit documentation of your service to the Human Resources Department.

#### 2.5.12 Military Leave

If you are on full-time duty in the armed services, we will give you all leave of absence, benefits and reinstatement rights guaranteed to you by current laws. If you are a member of a National Guard or Military Reserve unit, we will give you an unpaid leave of absence for your annual military training (typically two weeks per year). You must give your official duty orders to the Human Resources Department and submit a written request for a military leave of absence. You may apply your accrued paid time off benefits to receive pay for any leave period not covered by your military base pay, or you can choose to take the time off without pay.

#### 2.5.13 Military Family Leave

You are entitled to up to 10 days of unpaid leave when your military spouse or registered domestic partner is home on leave from active service in the Armed Forces, National Guard or Reserves. Your leave must take place while your military spouse or registered domestic partner is on leave from deployment to an area of "military conflict," defined as a period of war declared by Congress or authorized under the federal Armed Forces Code. To be eligible for this leave, you must be working an average of 20 or more hours per week, and you must request leave from the Human Resources Department within two business days of receiving official notice that your military spouse or registered domestic partner will be on leave from deployment. You can apply any accrued paid leave time to this leave.

#### 2.5.14 Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes

If you are the victim of domestic violence, sexual assault, stalking or other violent crimes, you are entitled to reasonable time off without pay to obtain legal relief,

such as a temporary restraining order or other injunctive relief for your protection or for your child's protection. You are also entitled to reasonable unpaid time off if the victim is your spouse, child, stepchild, sibling, step-sibling, parent, step-parent or registered domestic partner. If these situations arise, we will work with you to determine whether there are any reasonable accommodations that would enable you to perform your job duties without causing undue hardship to PLN.

You are also entitled to accrued sick leave or time off without pay to seek medical attention, to obtain assistance or services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling or to take other steps to ensure your safety and well-being. You must provide the Human Resources Department with reasonable advance notice whenever possible, and with documentation of the need for time off. Proper documentation may include a police report, a restraining order or other notice of a court appearance, or documentation from a medical professional, health care provider, domestic violence advocate, or counselor stating that you are undergoing treatment for physical or mental injuries or abuse. You may use any accrued paid time off while on this leave. This time off will run concurrently with leave time provided under the FMLA/CFRA.

#### 2.5.15 Bereavement Leave

You are entitled to a paid bereavement leave of up to three (3) days following the death of your spouse, child or step-child, parent or step-parent, grandparent, sibling or step-sibling or registered domestic partner. You may request bereavement leave in special circumstances for other persons not listed here. Bereavement leave must be approved by the Human Resources Department. We may request satisfactory documentation of your need for leave.

#### 2.5.16 Time Off to Vote

If your normally-scheduled work hours prevent you from voting in any statewide election, you may take up to two hours of paid time off to vote at the beginning or end of your work day. You must request voting time off at least two days in advance, and you must provide your voting receipt to the Human Resources Department.

#### 2.5.17 Visiting Child's School

We will give you unpaid time off if you are parent or guardian of a student and you have been summoned to appear at the student's school under the Education Code or there is a child care provider or school emergency under the Labor Code. You must provide reasonable notice and documentation of the appearance to the Human Resources Department.

If you are a parent, stepparent, foster parent, grandparent, guardian or a person standing in loco parentis with custody of a child in a licensed child care provider or in kindergarten through grade 12, you may take up to 40 unpaid hours (no more than eight hours per calendar month) for each child during each school year to participate in the child's school activities, or to find, enroll, or reenroll a child in a school or with a child



care provider. You must give reasonable notice to the Human Resources Department. You can apply accrued paid time off benefits to this leave. If two eligible employees want to take the same leave to attend the same child's activity, we will grant leave to the employee who makes the first request, and we may grant leave to the second employee if business circumstances permit us to do so.

#### 2.5.18 Education Leave

Upon completion of the first year of employment, a full-time employee may request up to three (3) hours of paid educational leave during working hours in a week. This time is allowed if a full-time employee is pursuing education that will enhance his/her job skills.

Release time is subject to our operating constraints and the following:

- Schools/Programs/Departments: Approval by immediate Supervisor and next level management;
- Enrollment: Employees must submit written verification of enrollment in an approved course(s), interim and final grades or other verification of satisfactory completion of course work.

#### 2.5.19 Inability of Employees to Travel to Work Due to Designated Road Closures, Storms or Natural Disasters

Employees who are unable to travel to work due to road closures, storms or natural disasters will be paid only for hours actually worked, subject to applicable law. Employees may use their vacation accrual, if any, to make up for any time lost from work under these circumstances. Absences from work or tardiness due to road or traffic conditions will be excused only if there is a state, county or city-mandated closure or instruction to refrain from travel.

#### 2.5.20 Volunteer Firefighter/Peace Officer/Rescue Personnel

If you are a volunteer firefighter, reserve peace officer or emergency rescue personnel (including any officer, employee or member of a disaster medical response team sponsored by the state), you may take all necessary unpaid time off from employment to perform your emergency duty. You may also take up to 14 days of unpaid leave each calendar year for the purpose of engaging in fire, law enforcement or emergency rescue training. You must provide as much advance notice as possible to the Human Resources Department and you must provide documentation of your need for leave. If you are a health care provider you must notify us at the time you become designated as "emergency rescue personnel" and when you are notified of deployment based on that designation.

## 2.6 GROUP INSURANCE

We provide access to medical, dental and vision options coverage for all eligible employees. You are eligible for coverage on the first day of the next calendar month after completion of thirty (30) days of employment or transfer to a benefited position in accordance with the terms of the applicable policy and the Affordable Care Act, as well as any equivalent local, state or federal laws. We will pay 100% of the premium for some health plans as well as most of the premiums for the rest of the plans for employee only. PLN pays a significant percentage of the premiums for dependent coverage (children and family) for most of the plans. Details of the plans and employee contributions will be provided during new hire orientation.

We also offer group term life insurance and Accidental Death and Dismemberment coverage and Employee Assistance Program (EAP) to all benefited eligible employees. PLN pays the cost of this insurance.

When your employment ends, you will be covered through the end of the month. After that, you may be eligible to continue coverage through COBRA at your own cost.

Our insurance benefits may be changed or eliminated at any time. The details of our insurance benefits are controlled by the terms of the plan. You may obtain further information regarding our insurance benefits from the Human Resources Department.

## **2.7 SECTION 125 FLEXIBLE SPENDING PLAN**

Under Section 125 of the IRS Code, PLN offers a flexible spending account for employees who wish to set aside pre-tax dollars to cover certain expenses, including:

- Out-of-pocket health insurance expenses not covered by your health insurance coverage (e.g. annual deductible, co-pay fees, orthodontia, vision care, etc.)
- Dependent care (e.g. child care expenses)

Further information about the flexible spending account is provided in the plan's summary plan description, which you receive during new employee orientation. Additional copies are available from the Human Resources Department. We pay 100% of the administrative costs for this benefit.

## **2.8 401K PLAN**

Unless otherwise required by applicable law or the plan documents, after completing three (3) months of employment, in which you are credited with at least 83.33 hours of service per month and if you are at least 21 years of age, you will be eligible to participate in our 401K plan. Information regarding our plan is available from the Human Resources Department.

## **2.9 CREDIT UNION**

Membership in a credit union is available to all employees. You may join by opening a regular savings account with a Hundred Dollars (\$100) in your Credit Union

savings account. A membership guide and application are available in the Human Resources office.

## **2.10 EDUCATIONAL ASSISTANCE PLAN**

We may provide reimbursement for limited educational expenses in certain circumstances. Contact the Human Resources Department for more details about this program.

## **2.11 EMPLOYEE ASSISTANCE PLAN**

We offer an employee assistance plan (EAP) that offers confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. The EAP addresses a broad range of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. EAP counselors also work in a consultative role with managers and supervisors to address employee and organizational challenges and needs.

### **III. GENERAL POLICIES**

#### **3.1 CONFIDENTIAL INFORMATION**

Confidential information and trade secrets are developed by PLN employees as part of their job duties and responsibilities. Because protecting confidential information and trade secrets is important to us, you are required to sign a Confidential Information Agreement as a condition of your employment.

In general, employees are expected to follow these standards, in addition to those obligations outlined in the remainder of this handbook and in the Confidential Information Agreement:

- Employees are expected to maintain confidentiality of information that relates to PLN's services, clients and fellow employees. This includes, but is not limited to, HIPAA (related to any protected health information), FERPA (related to student records) and other state and federal privacy requirements.
- Employees should not reveal or discuss confidential information with their fellow co-workers or outside persons other than what is necessary to perform their job duties and only with those with a need to know.
- Employees who are privy to confidential information may use such information only for approved purposes, must control its dissemination, and reduce to the extent reasonably possible the risk of its unauthorized use or disclosure.

Failure to comply with PLN policies or applicable laws and regulations regarding the use and safeguarding of confidential sensitive information will result in disciplinary action.

Confidential or trade secret information includes financial data; the names and contact information of current, former and potential employees, clients, students, parents, vendors and others; technical data; marketing information; and other proprietary information about PLN, its schools, programs or internal operations. This information may be written or electronic.

You must take great care to protect trade secrets and other confidential information. You may not disclose any trade secrets or confidential information to third parties, either during or after your employment. You must store all confidential and trade secret information in a manner that protects and maintains the confidentiality of that information.

Notwithstanding anything else in this Handbook to the contrary, an employee will not be liable for: disclosing trade secrets in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a

complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

### **3.2 VIDEO SURVEILLANCE**

To protect employees, students, clients, and to avoid theft and vandalism, including but not limited to theft of PLN property and proprietary information, video cameras are installed at some PLN sites. PLN employees should not have any reasonable expectation of privacy in areas under video surveillance. Private offices, bathrooms, locker rooms and changing areas are not monitored.

### **3.3 DRESS CODE**

We expect you to report to work in clothing that is suitable to your position and your working environment. Clothing should be neat, clean, without tears or holes, in good taste and should not constitute a safety hazard. In general, you are expected to use good judgment and to groom yourself in accordance with accepted industry standards.

Your supervisor will inform you of any special dress requirements including uniforms that may be necessary or required in your department.

Specific examples of inappropriate dress include, but are not limited to: tank or halter tops, exercise wear, overtly sexual or revealing clothing, and items with symbols, slogans or language of an unprofessional nature.

Body-piercing jewelry must be limited to earrings; no other visible body-pierced jewelry, body art or tattoo is allowed.

We observe a casual dress day on Fridays (jeans are permitted). Some employees may not be permitted or may find it impractical to dress casually. Employees who do participate in a casual dress day still are expected to report to work properly groomed. Acceptable casual dress excludes sweat suits, work-out attire and ripped or torn clothing, midriff-baring tops, and shorts.

To assure a safe and appropriate working environment, we will actively monitor these dress standards. If you do not comply with these requirements, we may ask you to leave work and return in proper attire, and you will not be paid for this time. We reserve the sole discretion at all times to determine whether your attire is appropriate for the workplace.

Nothing in this policy is intended to interfere with your religious dress or grooming practices. If these requirements impact your religious dress or grooming practices, or if you require alternative dress or grooming practices related to a disability, please see the Human Resources Department to discuss a reasonable accommodation.

### **3.4 SMOKING/USE OF TOBACCO**

We do not permit smoking or the use of tobacco (including e-cigarettes and vaporizers) anywhere inside the facility, in PLN vehicles or within 20 feet of any entrance to a PLN facility. This includes classrooms, staff offices, kitchens, restrooms, parent and staff meeting rooms (used during the day and evenings), hallways, and outdoor play areas. PLN does not allow smoking during any offsite activities such as field trips, neighborhood walks, or other outdoor group activities and all staff and parents must abide by this policy during these activities.

PLN does not allow smoking by staff providing home-based services and home visits. PLN staff will encourage parents not to smoke during these sessions and provide parent education on the hazards of second-hand smoke to children and other family members.

If you are smoking or using tobacco during rest breaks, you must not smell of smoke or tobacco when you return to the workplace. You may not chew or spit tobacco on PLN premises or in PLN vehicles. You may not discard cigarettes, tobacco or related materials on PLN premises, except in designated receptacles.

### **3.5 TECHNOLOGY AND COMMUNICATIONS SYSTEMS**

Our technology and communication services, equipment and content (Communications System) include mail, electronic mail (email), facsimiles, telephones, voicemail, personal computers, computer networks, online services, Internet connections, computer files, video equipment and tapes, tape recorders and recordings, dictation machines, pagers, cellular phones, PDAs, smart phones, text messages, Internet posts, bulletin boards and any similar communications or equipment. As technology changes frequently, there will be additions to this list.

Our Communications System is PLN property. You have no personal rights and no right of privacy in any use of our Communications System. We will access and monitor every employee's use of the Communications System, including all content created or stored on it.

When using our Communications System, you must comply with the following guidelines:

- You are to use the Communications System only for business purposes. Personal use of the Communications System is not permitted, and you should not expect privacy with regard to any unauthorized personal use.
- You may not send or receive personal mail or e-mail with our Communications System.
- You may not use our Communications System to harass others, to gossip or bully others, or to send anonymous communications.

- We have access to your use of the Communications System at all times, even if you use personal passwords. These personal passwords may be disclosed to the Information Technology (IT) Department, but you may not disclose them to any other employee without the prior approval of IT Department.
- You may not tell outside parties that your voicemail or email is private or confidential, since it may be accessed by us or by other employees as necessary.
- You may not install or download any software, Internet add-ons, toolbars, software update or other addition to our Communications System without the advance approval of IT.
- You may not send PLN information or property to your personal e-mail or other outside location except as required in your job duties, and you may not download PLN information or property to any external drive or storage device.

In addition to any disciplinary action that may be imposed, we also may advise legal authorities of any illegal use of our Communications System.

### **3.6 EMAIL ETIQUETTE**

You are expected to follow these guidelines with regard to email etiquette:

- As with any other form of business correspondence, email messages should be courteous and respectful, devoid of rude or facetious remarks that could be seen as unethical or libelous.
- PLN's anti-harassment policy applies to all internet, email, and voice mail use. These media may not be used to participate in or exchange offensive jokes, chain letters, pyramid schemes, or access sites that contain sexual, vulgar, derogatory, harassing, or offensive material.

### **3.7 SOCIAL MEDIA POLICY**

Social media refers to blogs, chat rooms, forums and social networking sites such as Facebook, Pinterest, Twitter, LinkedIn, Instagram, Vine and YouTube, among others. You have the right to engage in personal social media activities to express your thoughts or promote your ideas, as long as your activities are not performed during working time or by using our Communications System, and do not cause harm to others or conflict with our policies, business, goodwill or reputation.

If you engage in social media activities on your own time, you must comply with the following guidelines as a condition of employment:

- Do not disclose confidential, proprietary information or trade secrets.

- Do not write or post harassing or offensive material in violation of law or PLN policies.
- Do not defame PLN or our personnel, activities or competitors.
- Do not use or reproduce our logo, website link or other proprietary PLN information without advance permission of the Human Resources Department.
- When expressing your opinion or position, you must use your own name and Internet account, not your PLN name or Internet account. Your comments or posts must be yours alone, and must not appear to be representative of or approved by PLN.

Remember that you are responsible for your comments or posts on social media sites. You can be sued by PLN, its personnel or by any third party if you post defamatory, proprietary, harassing, libelous, or pornographic comments.

If you want to use social media to promote PLN's activities, products or initiatives, you must obtain advance approval of the Human Resources Department.

You are not required to disclose your personal social media passwords or to grant management access to your private social media postings or the postings of any third parties. Your postings may be subject to disclosure by law or in the context of a workplace investigation. You should be aware that any content posted or published on the Internet is, by its very nature, subject to disclosure in any number of ways (including by third parties who have received or viewed your posts), and you do not have secure privacy rights with regard to your social media activity.

Nothing in this policy is intended to interfere with employees' rights protected by Section 7 of the National Labor Relations Act or other federal or state law to engage in concerted protected activity or to discuss the terms of their employment or working conditions with or on behalf of co-workers, or to bring such issues to the attention of management at any time. We will enforce this policy only to the extent necessary to protect our trade secrets, enforce our policies and protect PLN personnel and clients.

### **3.8 ENDORSEMENT POLICY**

We appreciate our employees' efforts to promote our schools and services. However, the Federal Trade Commission (FTC) has specific guidelines for statements made by employees about any PLN service or product through social media, internet activity or other electronic publications or communications. The guidelines apply to you even when you are using your personal computer, telephone or other electronic equipment on your own time.

If you are posting information about our schools or services on any internet site (such as Facebook, Twitter, blogs, chat rooms, or other media sources), you must state only your honest opinions, beliefs or experience. You must also conspicuously and



clearly disclose your relationship to PLN so that readers of the message know that you are affiliated with PLN when they read your post or comment.

Under the FTC guidelines, we are required to monitor your Internet or other electronic endorsements of our schools or services, and to take action if the FTC guidelines are violated. If you do not comply with these disclosure requirements, you are personally liable for any misleading or unsubstantiated statements made regarding our schools or services.

### **3.9 USE OF COMMUNICATION DEVICES**

#### **3.9.1 Workplace Use**

Because they create distractions and disrupt regular work routines, you may not use personal communication devices such as cell phones, PDAs, smart phones and pagers during work hours and in work areas, unless such use is for business purposes.

You must restrict personal use of communication devices to your meal or rest periods or other work breaks. Even while on break, your personal communications must not disrupt other PLN personnel.

You may not forward business calls to or from a personal cell phone or other personal device unless you have prior approval from the Human Resources Department.

#### **3.9.2 Camera Cell Phones/Audio and Video Recording**

Unless specifically required by your job duties, to protect PLN security and employee privacy, you may never use camera cell phones to take pictures on PLN property without the prior written approval of the Human Resources Department. Additionally, you may never use your cell phone or another device to engage in any form of audio or video recording on PLN premises without the prior written approval of the Human Resources Department and the written consent of the individual to be recorded.

#### **3.9.3 Use of Communication Devices While Driving**

Using a cell phone or similar communications device while driving creates a safety hazard for the driver and the general public. If you are driving a PLN-owned or rental vehicle, or driving a personal vehicle on PLN business, you must use a hands-free device with your cell phone or similar communications device to make and receive telephone calls.

If you are driving a PLN-owned or rental vehicle, or driving a personal vehicle on PLN business, you may not write, send or read text messages, emails or instant messages using any cell phone or other electronic wireless communications device, unless you are using a device that allows hands-free or voice operation for text messages and you are using it in that manner.

If you are under the age of 18, you may not use your cell phone for any purpose while driving, even with a hands-free device.

In addition to disciplinary action, violations of this policy may result in personal liability as well as monetary fines imposed by California law enforcement authorities.

### **3.10 VISITORS**

All visitors must register at the reception area or security post and wear a PLN visitor's badge for the duration of the visit. You are responsible for making sure that your visitor is wearing a visitor badge, and that the visitor returns it upon leaving PLN. You must wear your employee I.D. badge whenever you are on PLN premises.

### **3.11 PARKING & TRANSPORTATION**

We provide parking to you free of charge. We also encourage employees to carpool and use public transportation.

### **3.12 PLN INSPECTION**

Although we provide certain storage areas in the workplace for your convenience and to help you to do your job, these areas remain our sole property at all times. We can and will inspect all PLN property and its contents at any time we believe it to be necessary or appropriate. Remember that other employees may also enter your desk or other PLN property as needed to perform their job duties. We also reserve the right to search any bags, purses, briefcases or other personal items that you bring onto PLN premises.

We are not responsible for loss, damage, theft or destruction of any articles that you place or leave in PLN storage areas or for vehicles parked at our facility. Do not bring anything into the workplace that you would not want to lose.

### **3.13 PLN PROPERTY**

We expect you to take good care of PLN property and to use PLN property only for authorized business purposes.

You may not take PLN supplies or property off PLN premises without prior approval of the Human Resources Department. You must return all PLN property issued to you when your employment ends or upon our request.

### **3.14 SOLICITATION**

#### **3.14.1 Solicitation by Employees**

You may not solicit, collect money, sell products or services, or post or distribute materials on PLN property or during working hours without the advance approval of the Human Resources Department. This rule is not intended to curtail your

free speech rights; it is intended to prevent disruption and to avoid undue pressure on employees to make financial contributions.

### 3.14.2 Solicitation by Third Parties

Any person who is not an employee of PLN is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on PLN property at all times.

### 3.15 BULLETIN BOARDS

Bulletin boards are located throughout all PLN facilities for posting items of interest to PLN employees, including announcements by PLN management. Employees may not post any information on PLN bulletin boards without the express authorization of the Human Resources Department.

You are responsible for reading the information posted on the bulletin board in your department. This includes the Standards of Conduct, Safety Rules, job postings and Management memos.

### 3.16 OFFICE COMMUNICATIONS

You must proofread, spell-check and carefully review all communications for accuracy. You may not defame or harass any person or PLN in your interoffice memoranda, and you may not disclose PLN's confidential or trade secret information without the prior approval of the Human Resources Department. You may not distribute any memorandum setting forth a PLN policy or practice without the prior review and approval of the Human Resources Department.

### 3.17 EMPLOYMENT REFERENCES

We will provide only your dates of employment and positions held in response to requests for information about your employment with us. If you want any additional information released, you must give us written authorization to do so. We will respond only to written requests for information. Only the Human Resources Department may respond to requests for employment information.

### 3.18 PERSONNEL INFORMATION AND FILES

We keep your name, home address, telephone number and personal email address so that you can be reached in an emergency. You must keep this information updated through the designated online HR portal or by contacting the Human Resources Department. Your contact information will not be released to anyone outside PLN without your written permission or unless required by law. Your personnel records also contain information related to your performance and any grievance related to your performance.

Only you, a representative authorized in writing by you, the Human Resources Department, and authorized members of management have access to your personnel

file. You, or a representative authorized in writing by you, may review the contents of your personnel file in the presence of the Human Resources Department or its designee, but you may not remove, alter or mark any document in your file. You, or a representative authorized in writing by you, are also entitled to receive copies of any document in your personnel file, although you may be required to pay for copying costs.

Requests to review your personnel file or to receive copies of your file must be made in writing to the Human Resources Department. Within thirty (30) days of receiving the written request, your personnel file will be made available for inspection at a time and place designated by PLN. If you have requested copies of your file, those copies will be sent to you at the address you have designated within thirty (30) days of receiving your written request.

### **3.19 PAYROLL INFORMATION**

Payroll records are available online through the online employee portal. You may also review your payroll records (including time records) in the presence of the Human Resources Department or its designee within 21 days of making an oral or written request to the Human Resources Department. You may also request copies of your payroll records, but you may be required to pay for copying costs.

### **3.20 USE OF VEHICLES ON PLN BUSINESS**

#### **3.20.1 Personal Automobiles**

You may not drive your personal automobile on PLN business unless you have received prior written permission from the Human Resources Department. You must provide us with a copy of a current valid California driver license and proof of insurance for at least the California statutory minimums. We reserve the right to require a current DMV driving record report. These must be kept current during your employment.

We may revoke your right to drive your personal vehicle on PLN business for any reason, including when you have a revoked or suspended driver's license, a moving violation or accident, or any situation that makes you uninsurable or insurable only at higher-than-standard rates. If driving your personal vehicle for PLN business is necessary to perform your job duties and you lose your right to drive, you will be terminated.

We will reimburse you for your mileage at the prevailing rate per mile set by the Internal Revenue Service. To receive mileage reimbursement, you must log your mileage and submit an expense report to the Finance Department.

We are not responsible for any damage, parking tickets, equipment violation citations or moving violations occurring while you are operating your personal vehicle on PLN business.

### 3.20.2 PLN Vehicles

You may be assigned a PLN vehicle to drive on PLN business. You must provide us with a copy of a current valid California driver's license and proof of insurance for at least the California statutory minimums and a current DMV driving record report. These must be kept current during your employment.

We may request an updated DMV driving record report at any time. We may also revoke your right to drive a PLN vehicle for any reason, including when you have a revoked or suspended driver's license, a moving violation or accident, or any situation that makes you uninsurable or insurable only at higher-than-standard rates.

If driving a PLN vehicle is necessary to perform your job duties and you lose your right to drive or we revoke your right to drive a PLN vehicle, you will be terminated.

### **3.21 EMPLOYEE MEETINGS**

Each Supervisor/Administrator holds periodic meetings with their employees. This is an opportunity for you to bring forward suggestions and recommendations and for management to convey information about PLN. Personal matters should be handled directly with your supervisor or the Human Resources Department.

When you are required to attend a PLN meeting, you will be paid for time spent in the meeting, including any overtime that may result. You may also be invited to attend certain PLN meetings that are not mandatory, and time spent in these optional meetings will not be compensated. If you are not required to attend a scheduled meeting, you may choose not to attend without fear of retaliation.

### **3.22 KITCHEN AND BREAK ROOM**

We offer a kitchen and break room with a coffee maker, refrigerator/freezer and microwave oven for your convenience and comfort. Employees are provided with coffee, tea and other supplies. In the spirit of cooperation and mutual respect, please clean up after using the kitchen.

### **3.23 CONFLICTS OF INTEREST**

A conflict of interest occurs when the private financial or other interests of employees (and their immediate family members including domestic partners) influence or interfere with the employee's duty of loyalty to PLN. You are expected to avoid placing yourself or PLN in a position of conflict and are required to comply with PLN policies in carrying out your job duties and responsibilities. If you find yourself in an actual or potential conflict of interest, you must follow the procedures set forth below. You must behave in the best interest of PLN. You are responsible to ensure that you not only avoid conflicts of interest in their dealings for PLN, but also the appearance of conflicts of interest during both work time and non-work time. You should never let your business dealings on behalf of PLN be influenced by personal or family interests.

You are prohibited from:

- Engaging in any conduct for personal gain, financial or otherwise, by misusing or abusing your position with PLN.
- Engaging in any activity for personal gain, financial or otherwise, that violates the duty of loyalty to PLN.
- Engaging in business endeavors that compete with PLN.
- Providing directive, managerial or consulting services to any outside concern that does business with or is a competitor of PLN.
- Participating directly or indirectly in any arrangement, agreement, investment or other activity that could result in personal benefit.
- Using PLN's time, information or resources for outside business purposes or for personal gain.
- Accepting favors or gifts that might influence your behavior as an employee.

Reporting Actual or Potential Conflicts of Interest: Employees who find themselves in an actual or potential conflict of interest must report the conflict immediately to their supervisor. Likewise, if you are uncertain if you are involved in an actual or potential conflict of interest, you should report it immediately to your supervisor, who will investigate the situation and advise you of the proper steps to take to avoid any conflict of interest. If you have knowledge that another employee is in an actual or potential conflict of interest you must report it immediately to your supervisor of PLN.

Officers, directors, managers, supervisors and any other employees involved in hiring, supervising or terminating PLN employees, purchasing goods and services for PLN, negotiating leases or purchasing real property, distributing food, clothing, or money to clients of PLN, applying for grant money, authorizing the use of grant money from either government or private sources, or engaging in any conduct involving the financial interests of PLN must remain particularly alert to avoid any actual or potential conflicts of interests and to report them immediately should they occur.

Participation in conflicts of interest, as outlined above, may be subject to disciplinary action, up to and including termination.

### **3.24 ETHICS**

PLN is firmly committed to complying with its legal and ethical obligations under all state and federal laws. As a result, we expect all employees, at every level within PLN, to comply with all legal and ethical obligations. Gossip, malicious or false comments directed toward fellow employees or the organization will not be tolerated. You are expected to conduct yourself in a professional and courteous manner. Failure to fulfill these

responsibilities under this policy may result in disciplinary action, up to and including termination.

PLN holds all employees responsible for carrying out and monitoring compliance with this commitment. If you become aware of any violation of a legal or ethical obligation, or any unfair or improper treatment of a client or fellow employee, you must report the matter to the Human Resources Department so that it can be investigated immediately. We will take all necessary steps to investigate any potential violations of our policy and take appropriate.

You should report any information regarding this policy without fear of reprisal or retaliation of any kind. You can report information to the Human Resources Department in confidence. PLN will treat such information as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, if you do not wish to identify yourself, you can report information anonymously.

You are expected to adhere to the highest standards of personal, professional, and business ethics, and always to use common sense and good judgment about the way you conduct yourself when on duty or representing PLN.

You are expected to adhere to the Para Los Niños Standards of Professional Conduct, Human Services Workers and/or Early Education Standards of Conduct. Additionally, you are expected to adhere to any ethical standards outlined by federal, state and/or local licensing bodies that apply to your position.

Any employee who participates in or conceals a violation of this policy is subject to disciplinary action, up to and including termination of employment, and in some cases, may also be subject to criminal or civil prosecution.

### **3.25 GIFTS**

You may not give or accept cash or gifts, loans, expensive entertainment or anything else that might be expected to influence your conduct with our students, clients or their families, business associates, vendors or other persons providing goods or services to us, or other employees or independent contractors of PLN.

### **3.26 WHISTLEBLOWER POLICY**

We encourage staff and volunteers to come forward with credible information on illegal practices or serious violations of adopted policies. The policy specifies (1) that PLN will protect the person from retaliation; and (2) identifies where such information can be reported. PLN will adhere to all applicable laws and regulations.

We encourage complaints, reports or inquiries about illegal practices or serious violations of PLN's policies, including illegal or improper conduct by PLN itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, violation of law, rule, or regulation mandated pursuant to law, violations of a clear mandate of public

policy concerning health and safety, or other similar illegal or improper practices or policies. PLN has complaint procedures for alleged discrimination or harassment via the Human Resources Department, unless HR are themselves implicated in the wrongdoing.

We prohibit retaliation by or on behalf of PLN against staff or volunteers for making good faith complaints, reports, or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. Any employee or volunteer who believes he or she has been subjected to retaliation in violation of this policy should comply with the procedures below.

Complaints, reports or injuries may be made under this policy on a confidential or anonymous basis. The complaint should be submitted in writing stating what the accusation is, the individual(s) involved along with supporting documentation

Complaints, reports or inquiries made under this policy should be directed to PLN's Human Resources Department. Upon receipt of the accusation, HR will investigate the charges and may interview the accuser, the accused and gather other documentation as needed. Employees or volunteers may not act on their own in conducting any investigative activities. HR shall inform the President/CEO (or designee) of such charge(s) and finding(s), along with recommendations as to how to resolve the issue or justify why any corrections are not recommended.

If the President/CEO is being accused of wrongdoing, then the complaint, report or inquiry should be directed to the Chair of the Board of Directors, who will investigate and determine an appropriate course of action. If both the President/CEO and Chair of the Board of Directors are implicated, then the complaint, report or inquiry should be directed to the Vice Chair of the Board of Directors, who will investigate and determine an appropriate course of action.

PLN will conduct a prompt and objective review or investigation. Any complaints, reports, inquiries, and related investigations will be kept confidential to the extent possible.

### **3.27 ABUSE REPORTING PROCEDURES**

All employees are informed in writing of their responsibility to comply with the child abuse reporting requirements of Section 11166 of the Penal Code. All employees are required to attend mandatory Child Abuse Reporting training both upon hiring and annually.

### **3.28 CULTURAL DIVERSITY**

PLN supports and promotes cultural diversity in its human resources policies and procedures.



### **3.29 PROFESSIONAL LIABILITY INSURANCE**

PLN employees are protected by the agency's professional liability coverage for their work at PLN.

### **3.30 PUBLIC STATEMENTS AND THE MEDIA**

The President/CEO, the Vice President of Development and Communications and the Director of Communications are the sole spokespersons for PLN. If none are available, inquiries may be directed to the Human Resources Department.

You must not discuss any aspect of PLN, its operations or its personnel with the media. You do not have the authority to make public statements to the media or other outsiders on behalf of PLN without the prior approval of the President/CEO or the Vice President of Development and Communications. If you are contacted by a representative of the media (i.e., newspapers, magazines, radio, television, etc.), refer them to the President/CEO or the Vice President of Development and Communications.

### **3.31 BUSINESS EXPENSE REIMBURSEMENT**

We will reimburse you for business expenses incurred while performing your job duties for PLN. You may not incur business expenses without obtaining the prior written approval of your supervisor. To be reimbursed for business-related expenses, submit your receipts and proof of payment to your supervisor within thirty (30) days of incurring the expense.

You will be reimbursed for your mileage at the prevailing IRS rate for business-related travel in your own vehicle, other than your initial commute to your first work location that day and your commute home from your last work location of the day at the end of your shift. You will also be paid for your time during a business-related commute, other than your initial commute to your first work location that day and your commute home from your last work location of the day at the end of your shift. You may be paid for a portion of your commuting time and/or mileage for your commute to and from work in exceptional circumstances where your temporary work location is farther away than your usual work location.

### **3.32 PERSONAL COMMUNICATION DEVICE REIMBURSEMENT POLICY**

You may not make, receive or forward business-related calls, e-mails, text messages or other electronic communications using a personal cell phone or other personal communication device unless you have prior written approval from your supervisor and the next level manager.

PLN will provide cell phone stipends based on need and job requirements to select employees to reimburse employees who are required to use a cell phone for business purposes. Cell phone stipend awards will be reviewed by the executive team on a periodic basis and a report will be provided to executive management at least once a year. Department directors will determine the need for the stipends. If an employee

believes that the cell phone stipend does not adequately compensate the employee for business use of the phone, the employee may submit a request for reconsideration with an explanation of the business purpose for the additional amounts and PLN will reimburse the employee for reasonable business expenses in accordance with applicable law.

## **IV. HEALTH AND SAFETY**

### **4.1 WORKERS' COMPENSATION**

All employees are covered by our workers' compensation insurance, which covers occupational illnesses and injuries you may suffer while performing your job duties on behalf of PLN. You are eligible for this coverage at no cost to you upon your first day of employment. Workers' compensation insurance provides weekly disability payments as well as payment for medical and hospital expenses for injuries or illnesses arising out of your job.

Regardless of the nature or severity, you must report all injuries incurred while on the job to the Human Resources Department. In case of serious injury, we may call 911 or refer you to a physician or a hospital. You may not be eligible for benefits if your illness or injury is caused by your consumption of alcohol or illegal drugs, or arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties.

You may not knowingly file a false or fraudulent claim, and you may incur criminal penalties for doing so. It is a felony to make a false or fraudulent material statement or representation to obtain Workers' Compensation benefits or payments.

You are entitled to an unpaid leave of absence during your recovery from a workplace illness or injury. For more information regarding this leave, see the Workers' Compensation Leave of Absence policy in this handbook.

### **4.2 OFFICE HOUSEKEEPING**

You must keep your immediate work area clean and orderly, and must contribute to maintaining a professional, clean and neat environment in our facility at all times.

The building is climate controlled. Contact the Operations Department if adjustments are necessary. If you are the last one out of the office, turn out all lights and check that all equipment has been turned off or unplugged.

### **4.3 OFFICE HAZARDS**

You must immediately report any office hazards you may observe to supervisor, who shall in turn report it to Management. Office hazards may include sharp file cabinet edges, splintered desk edges or corners, broken chair casters, frayed electrical connections, loose flooring or ceiling tiles, or any other conditions likely to do bodily harm, damage clothing or constitute a fire hazard.

You may not wear headsets or earphones while on duty, except headsets designed for use while on a PLN telephone. You may play radios or other noise-making devices only with the prior approval of the Department Head.

#### **4.4 SUITABLE SEATING**

We will provide you with access to suitable seating if the nature of your work reasonably permits the use of seats. If the nature of your work requires standing, we will provide an adequate number of suitable seats within a reasonable proximity to your work area. These seats are provided for your use when it does not interfere with the performance of your job duties.

#### **4.5 INJURY AND ILLNESS PREVENTION**

PLN is firmly committed to maintaining a safe and healthy working environment. To achieve this goal, PLN has a comprehensive Injury and Illness Prevention Program (IIPP), designed to prevent workplace accidents, injuries and illness. A copy of the IIPP is provided to all employees and is also kept at each PLN facility, in the Human Resources Department and in the Facilities office. In addition, a Health and Safety Committee meets regularly to identify and resolve safety issues such as emergency and disaster planning.

In case of disaster (i.e., storm, earthquake), back-up food, water and other supplies are stored at each site. Earthquake drills are held at each site in order to prepare staff for an actual emergency. It is your responsibility to familiarize yourself with the disaster manual and the evacuation procedures unique to your own department.

#### **4.6 FIRE PREVENTION PLAN**

The Fire Prevention Plan applies to all PLN sites, employees, visitors, and contract personnel hired by individual departments. Managers and Supervisors are responsible for executing and enforcing this plan. It is the responsibility of each employee to be familiar with and comply with the Fire Prevention Plan guidelines. Supervisors shall ensure that individuals under their supervision are familiar with and adhere to this plan at all times.

#### **4.7 DISASTER PREPAREDNESS**

PLN has a Safety Plan to prepare staff and managers if disaster strikes. From time to time, you will be expected to participate in PLN-organized evacuation drills and training. You are encouraged to become familiar with the contents of this Disaster Recovery Plan in order to carry out your responsibilities if a disaster occurs.

Your individual responsibilities are as follows:

- Read and become familiar with all disaster preparedness materials provided.
- Follow directions of management during an evacuation.
- Report emergency situations if warranted.

- Make every reasonable effort to contact your manager and/or workplace to determine expectations and requirements to return to work.

#### **4.8 FIRST AID**

Report any injury requiring first aid or medical treatment to your supervisor or the Human Resources Department. First aid supplies are available in all facilities for emergency treatment of minor injuries, but employees suffering major physical disorders or illness on PLN premises will be taken to the nearest available emergency treatment facility. Medical clearance is required from the Human Resources Department for any employee who leaves the premises as a result of an occupational illness or injury. In case of emergency, dial 911 immediately.

#### **4.9 ALCOHOL AND DRUG ABUSE POLICY**

We are committed to maintaining a safe, efficient and productive work environment. We also want all employees to perform their duties safely and efficiently, in a manner that protects their interests and those of their co-workers. We recognize that the use of alcohol or unlawful drugs, or misuse of legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and employee performance, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity. For these reasons, we have a strict policy against inappropriate use and possession of drugs or alcohol. Every employee must comply with this policy at all times.

You must report for work fit to perform your job. You may not use or possess alcohol or illegal drugs, or misuse legal or prescription drugs. If you need to take a prescription drug that could affect your ability to perform your job duties, you must discuss possible accommodations with the Human Resources Department so that you are not working in an impaired state.

Although California has legalized marijuana for medicinal purposes, PLN does not allow the medicinal use of marijuana in the workplace. Using or being under the influence of marijuana is strictly prohibited while on work time and may result in discipline, up to and including discharge. A California Medical Marijuana Identification Card is not sufficient to overcome these prohibitions. If you have a medical issue for which your doctor wants to prescribe marijuana, you may bring this to our attention and we will work with you to consider any available leave of absence or allow you to find another treatment method that does not cause you to be under the influence of marijuana while working for the PLN. We will not accommodate an employee who has already violated this policy and is subject to disciplinary action.

You may not use, possess, transfer, distribute, manufacture or sell alcohol or any illegal drug while on our property, during on-call status, while operating a vehicle or potentially dangerous equipment owned or leased by PLN, while on duty or while representing PLN in any manner. You also may not report for work, begin work, or remain on duty or on on-call status while under the influence of or impaired by any illegal drug or

alcohol, or sufficiently impaired by a legal or prescription drug that you create a danger in the workplace or inappropriately inhibit your ability to perform the job.

For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law or if you improperly use or possess the drug, regardless of whether such conduct constitutes an illegal act.

We will require you to undergo drug and alcohol testing at a laboratory designated and paid for by PLN, to test for the presence of drugs and/or alcohol and to agree in writing to allow the results of those tests to be furnished to and used by PLN, in the following circumstances:

1. Whenever we have a reasonable suspicion that you are under the influence of drugs or alcohol during work time (for example, when you exhibit slurred speech, erratic behavior, loss of balance and coordination or similar conduct or appearance).
2. If you are involved in an accident that causes damage to property or injury to persons and you are reasonably suspected of being a possible cause of the accident.
3. If you work in a safety-sensitive job that requires you to operate PLN vehicles.

Refusing to be tested, interfering with the validity of the testing process and testing positive will be considered violations of this policy.

If you voluntarily request the opportunity to enter and participate in an alcohol or drug rehabilitation program, we will reasonably accommodate your request by granting a leave of absence for that purpose, provided that it does not impose an undue hardship on PLN. You may use accrued paid time off benefits during the leave of absence. We do not pay for rehabilitation programs, although such treatment may be covered by your health insurance plan. You must provide proof of attendance in the program. You are not eligible for a leave of absence if you are already subject to discipline or termination for a violation of this policy or any other PLN policy.

You must report, within five calendar days, any drug conviction. Convictions of drug offenses outside the workplace, not arrests, must also be reported to the Human Resources Department. Depending on the circumstances of the conviction, PLN may require you to complete a drug abuse or rehabilitation program or you may be terminated from employment with PLN.

You will be provided a copy of the PLN Alcohol and Drug Abuse Policy and must sign and date of copy of the policy for inclusion in your personnel record. Signing the policy indicates you received and understood the policy and the consequences of violating the policy.

PLN is required by law to report all drug-related convictions to the agency providing federal assistance for the programs operated by PLN.

#### **4.10 WORKPLACE VIOLENCE**

We have a zero-tolerance policy for workplace violence. Acts or threats of violence, including intimidation, harassment and/or coercion that involve or affect PLN personnel or that occur on PLN property will not be tolerated and may result in legal action.

Acts or threats of violence include conduct that creates a hostile, abusive or intimidating work environment for PLN personnel. It also includes acts or threats of violence occurring on PLN premises between any individuals, involving any person acting on behalf of PLN in any location, or which impacts PLN's legitimate interests.

Specific examples of conduct that may be considered threats or acts of violence include the following:

- Hitting or shoving another person.
- Threatening to harm another person or that person's family, friends, associates or property.
- Intentional destruction or threat of destruction of PLN property.
- Harassing or threatening phone calls.
- Unauthorized surveillance or stalking.
- The conviction of an employee or any other representative of PLN under any criminal code provision relating to violence or threats of violence.

The prohibition against threats and acts of violence applies to all persons involved in our operations, including employees, independent contractors, contract and temporary workers, students, clients and anyone else on our property or interacting with PLN.

Report any threats or acts of violence to the Human Resources Department immediately. State, federal or other laws may impose additional reporting obligations.

#### **4.11 WEAPONS**

You are absolutely prohibited from using, possessing, selling or purchasing weapons or dangerous materials at any time on PLN premises (including in your vehicle parked on PLN property or in a bag, briefcase or purse you bring into PLN), during work hours, or while representing PLN or conducting PLN business anywhere. In addition to disciplinary action, doing so may subject you to additional legal action.

If you observe that any person is in possession of a weapon or dangerous material on PLN property or during PLN activities, report it to the Human Resources Department immediately.



## **V. PERFORMANCE AND CONDUCT**

### **5.1 PROFESSIONAL BEHAVIOR**

PLN maintains a Professional Behavior Policy. This policy addresses conduct that may be acceptable by all of the parties involved, but which may create a negative perception of PLN.

You must conduct yourself in a professional manner. Unprofessional behavior in the workplace such as sexually related conversations, inappropriate touching (i.e. kissing, massaging, sitting on laps, etc.) and any other behavior of a sexual nature is prohibited. Furthermore, mimicry, horseplay, and inappropriate jokes are also prohibited by this policy. Failure to fulfill your responsibilities under this policy may result in disciplinary action, up to and including termination.

You should display a professional demeanor, and be courteous and cooperative while on the job, refraining from profanity or any other language that impugns the image or reputation of PLN or its employees. When communicating with others at work, please observe the following courtesies:

- Listen with an open mind;
- Express your ideas in a courteous manner;
- Provide honest feedback when appropriate;
- Cool off before confronting the person, so you don't create an embarrassing or disruptive incident;
- Do not gossip;

All employees must maintain proper standards of conduct and observe certain rules to ensure the orderly and efficient operation of PLN. Complying with PLN rules does not guarantee continuing employment, because all employees are employed at will. However, employees who do not comply with PLN policies, rules and directives will be disciplined or terminated.

It would be impossible to list all possible infractions that may lead to discipline, and we will discipline or terminate employees for any reason we deem necessary and appropriate. Some examples of misconduct warranting disciplinary action or termination include:

- Sexual or other harassment, retaliation or discrimination of any kind, against another employee or anyone else affiliated with PLN.
- Theft, misappropriation, or unauthorized possession, removal or use of property, equipment, materials, documents or records belonging to PLN, a PLN child/family or another employee.

- Damaging property or materials belonging to PLN, a PLN child/family or another employee.
- Violating security, safety or fire prevention rules or regulations.
- Engaging in any conduct that creates a safety hazard, or creating or contributing to unsanitary conditions by poor housekeeping.
- Smoking in unauthorized areas or smelling of smoke or tobacco in the workplace or while representing PLN.
- Unauthorized possession of a weapon or other dangerous materials on PLN premises or while representing PLN.
- Gambling or loan sharking on PLN premises or by using PLN resources.
- Using or possessing alcoholic beverages or illegal narcotics or drugs on PLN premises, in PLN vehicles or in vehicles being driven on PLN business or while representing PLN, or reporting to work under the influence of intoxicants or drugs (whether unlawful or not) that interfere with job performance, or misusing prescription or other lawful drugs.
- Misuse, falsification or alteration of any employment or PLN reports or records, such as job applications, medical or employment history, personnel records, pay records, time records, child/family or vendor documents, absence or illness reports, accident reports or injury claims.
- Insubordination or refusal to follow management instructions, or refusal or unwillingness to accept a job assignment or to perform job requirements.
- Failure to observe scheduled work hours, failure to provide proper notice of absence, failure to report to work when scheduled, unauthorized or excessive absences, excessive tardiness, abuse of leave benefits.
- Leaving PLN premises without permission during regularly-scheduled work hours, unauthorized absence from your assigned work area during regularly-scheduled work hours, or leaving the premises without recording your departure on your time records.
- Working unauthorized overtime, working off the clock or being on PLN premises when you are not scheduled to work.
- Sleeping, loitering, wasting time or interfering with the work of others during regular work hours.

- Engaging in personal calls, text messaging, instant messaging, social media activity or other non-work activities during work hours, or taking excessive break time to do so.
- Gossiping, bullying others, defaming other personnel or PLN, disrespectful or rude treatment of others.
- Rude, discourteous or unprofessional behavior, creating a disturbance on PLN premises or creating discord with children/families, fellow employees or other PLN representatives, use of profanity or abusive language, striking or hitting another employee.
- Unlawful conduct impacting PLN in any manner, whether committed on or off the job.
- Conduct on or off PLN premises which adversely affects PLN's services, property, reputation or goodwill in the community, or interferes with job performance.
- Obtaining confidential information pertaining to PLN or to the children/families, employees or other representatives of PLN without authorization to do so.
- Divulging confidential or proprietary information or trade secrets to any person or entity except in the course of performing duties as an employee of PLN and with PLN's consent.
- Failure to report an injury, illness or accident (including a workers' compensation injury or illness), failure to report harassment or failure to report unsafe conditions in the workplace.
- Taking or giving bribes or gifts of any nature as an inducement to obtain special treatment, to provide confidential information or to obtain a position or benefit.
- Entering or leaving PLN premises or removing any PLN information or materials at any time without authorization.
- Refusal to execute PLN documents or participate in PLN investigations required as a condition of employment.
- Disrespecting the unique identity of each child and family and/or stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability;
- Inappropriately sharing confidential information about children, families, and other staff members to unauthorized parties

- For staff directly responsible for supervising children, leaving a child alone or unsupervised while under their care
- Failing to use positive methods of child guidance and/or engaging in corporal punishment, emotional or physical abuse, or humiliation. In addition, staff will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs
- Any violation of these policies, or of any rule, practice, procedure, policy or management directive set or stated by PLN at any time.

## **5.2 DISCIPLINE**

PLN views discipline as a means for performance improvement, rather than as punishment. We administer disciplinary action as we deem necessary in each individual case, based upon the circumstances at hand.

Disciplinary action may include verbal counseling or warning, written counseling or warning, probation, time-limited performance improvement plans, demotion, administrative leave, suspension or termination. These disciplinary methods may be used at any time, in any order, and we may skip or repeat various forms of discipline in our sole discretion. This policy is not a promise or guarantee that a specific course of discipline will be administered in any case or in every case, or that any lesser form of discipline will be implemented prior to termination.

Our use of any particular form of discipline or decision whether or not to impose discipline in any particular case does not change your at-will employment relationship with PLN.

**NOTE:** For Head Start employees, demotions and terminations must be approved by the Head Start Policy Committee.

## **5.3 PROBLEM SOLVING PROCEDURE**

The success and strength of PLN and the progress and well-being of its individual employees depend on an open and responsive management team.

The PLN grievance procedure allows you to voice concerns, identify and solve differences between you and PLN regarding work-related problems or conditions of employment which you believe to be unfair or inequitable, or that may hinder your performance (e.g. wages, hours, violation of PLN policy against discrimination based upon, race, religion, etc.).

The following steps are provided to all employees as a process to be used for the settlement of a grievance:

**Step 1: Talk to your direct supervisor** - You should first raise any problem or grievance verbally with your immediate Supervisor as soon as possible after the

incident. Your supervisor will investigate your concerns and provide you with an answer as quickly as possible.

**Step 2: Escalate to the Next Level Supervisor** - If the problem is not resolved at Step 1, you may meet with the next level Supervisor in order to reach a satisfactory solution. A written request for such a meeting should be made as soon as possible after receiving a response from Step 1; and you should also forward a copy to the Human Resources Department. The Supervisor should provide you with an answer as quickly as possible following the meeting. The Supervisor shall provide a copy of the answer to the Human Resources Department.

**Step 3: Escalate to the President/CEO** - If, for any reason, you are dissatisfied with the decision from Step 2, you can file a written grievance with the President/Chief Executive Officer and you should also file a copy with the Human Resources Department. The grievance will receive attention from the President/Chief Executive Officer or that person's designated representative, who will provide you with a written response as soon as possible. The President/CEO has final authority for resolving all personnel issues. The President/CEO shall provide a copy of the written response to the Human Resources Department.

Any documentation collected in the course of the grievance process will be maintained by the Human Resources Department. The Human Resources Department will keep documentation of all responses and resolutions presented to those employees filing written grievances as outlined in Step 3.

Information regarding all matters relevant to individual grievances will be disclosed only on a strict need-to-know basis. However, while Para Los Niños will make every reasonable effort to maintain the confidentiality of the evidence compiled in the grievance process, it cannot guarantee confidentiality when it may be in PLN's interest or required by law to disclose certain facts regarding a grievance.

This grievance procedure does not constitute an agreement between PLN and any or all of its employees that PLN will, in every instance, handle grievances precisely as set forth in this procedure. There may be situations in which PLN, in its judgment, deems it not in the best interest of PLN or the employee to adhere to the grievance procedure as set forth. It is expected that such instances will be rare, and therefore employees should be familiar with the grievance procedure, so that problems and complaints can be handled promptly and effectively.

If you feel that you are unable to follow this grievance procedure for any reason, you may raise any concern with your immediate supervisor, next-level manager, the Human Resources Department, or an officer of PLN as soon as possible after the incident.

#### **5.4 INVESTIGATION**

The Human Resources Department or an outside consultant may conduct investigations into alleged employee misconduct such as child abuse, harassment in the workplace, etc. In some situations, either to facilitate the investigation or to maintain

harmonious workplace conditions, one or more employees may be placed on Administrative leave, pending completion of the investigation. Administrative leave may be paid or unpaid, depending upon the circumstances. You must cooperate in the event you are questioned in connection with any PLN investigation. All reports or responses to questions are expected to be truthful and accurate.

## **5.5 OPEN DOOR POLICY**

Suggestions for improving our policies, practices and procedures are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving.

If you have an issue that concerns you, please talk to the Human Resources Department or any member of the management team. If you feel that your concern has not received appropriate attention, please follow the grievance procedure set forth in this handbook.

We cannot guarantee that every problem will be resolved to your satisfaction. However, we value your opinion and encourage you to voice your concerns in good faith, without fear of retaliation.

## **VI. ARBITRATION**

We are committed to maintaining a work environment where employees are treated fairly and in compliance with all applicable laws. However, there may be times during or after your employment when you believe that you have a legal claim arising from your employment with PLN. In that case, it is in our mutual best interests to have that dispute resolved fairly and expeditiously.

We believe that the best way to do so is to arbitrate any claims you may wish to pursue. Binding arbitration is typically a less costly and more efficient manner of resolving disputes. You are responsible for paying your own legal fees, PLN pays the arbitration fees.

For these reasons, we ask that you agree to submit any claims arising from your employment with PLN to final and binding arbitration whenever possible under the law by signing our Arbitration Agreement.

PARA LOS NIÑOS

**EMPLOYEE ACKNOWLEDGMENTS**  
**[EMPLOYEE COPY]**

**Handbook Acknowledgement.** I, \_\_\_\_\_, acknowledge that I have received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by PLN. I further understand that PLN has the right to revise the policies and procedures in the handbook at any time. I understand that no statements, representations or actions of any employee or principal of PLN will modify these policies and procedures unless I receive specific written notice of modification.

Initials: \_\_\_\_\_

**At-Will Acknowledgement.** I understand that the handbook is not a contract for or a guarantee of continuing employment. I understand that, unless I am advised in writing otherwise, I am an at-will employee of PLN. This means that my employment is for no definite period and my terms and conditions of employment may be changed at any time, with or without cause. It also means that I may leave my employment at any time and PLN may terminate my employment at any time, with or without cause, and without any prior notice. I acknowledge that this constitutes the entire agreement between me and PLN regarding my at-will employment status, and that it supersedes any prior written, oral or implied agreements on this subject. I also acknowledge that this at-will relationship cannot be modified or changed during my employment except by specific written agreement between me and PLN, signed by the President/CEO.

Initials: \_\_\_\_\_

**Discrimination, Harassment, Bullying and Retaliation Acknowledgement.** I understand and acknowledge that PLN forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Gossip, Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to PLN, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to PLN.

Initials: \_\_\_\_\_

**Communications Acknowledgement.** I understand and acknowledge PLN's policies on Communications Systems, Social Media, Endorsements and Use of Communication Devices contained in this Handbook. I understand that all electronic and media communications equipment provided to me by PLN or used by me to perform my job duties remain the sole property of PLN. I further understand and acknowledge that I have no right of privacy in the work product, data, messages or communications sent to



or from me in the course of my work for PLN or related in any way to PLN. I understand that PLN may review my sent and received e-mail, voicemail, text messages, internet activity and any other use of electronic storage, media, or communications by me at any time.

Initials: \_\_\_\_\_

**NLRA Acknowledgement.** I understand and acknowledge that PLN's policies are not intended to interfere with my rights protected by Section 7 of the National Labor Relations Act or other federal or state law to engage in concerted protected activity or to discuss the terms of my employment or working conditions with or on behalf of my co-workers, or to bring such issues to the attention of management at any time.

Initials: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Sign Employee Name)

**RETAIN THIS PAGE IN YOUR HANDBOOK.**

**PARA LOS NIÑOS**

**EMPLOYEE ACKNOWLEDGMENTS**  
**[EMPLOYER COPY]**

**Handbook Acknowledgement.** I, \_\_\_\_\_, acknowledge that I have received and read a copy of the employee handbook. I agree to follow the guidelines and policies contained in the Handbook or as directed by PLN. I further understand that PLN has the right to revise the policies and procedures in the handbook at any time. I understand that no statements, representations or actions of any employee or principal of PLN will modify these policies and procedures unless I receive specific written notice of modification.

Initials: \_\_\_\_\_

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Initials: \_\_\_\_\_

**Discrimination, Harassment, Bullying and Retaliation Acknowledgement.** I understand and acknowledge that PLN forbids discrimination, harassment, bullying and retaliation. I have reviewed and understand the Equal Employment Policy, the Policy Against Harassment, the Gossip, Bullying, Abusive Conduct or Communications Policy and the policy on Reporting Harassment, Discrimination, Retaliation or Bullying to PLN, contained in this Handbook. I agree to abide by those policies and to immediately report any incident of discrimination, harassment, bullying or retaliation against me or any other person working for or related in any way to PLN.

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Initials: \_\_\_\_\_

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

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Sign Employee Name)

**DETACH AND GIVE THIS TO THE HUMAN RESOURCES DEPARTMENT AFTER YOU HAVE SIGNED AND DATED IT.**

**PARA LOS NIÑOS**  
**CONFIDENTIAL INFORMATION AGREEMENT**  
**[EMPLOYEE COPY]**

I, \_\_\_\_\_, as a condition of my continued at-will employment with Para Los Niños agree that:

1. In the course of my employment, I will have access to information regarding PLN's business that is confidential and proprietary. Proprietary information includes all trade secrets and non-public information related to (i) the business, present or future, of PLN; (ii) the research, inventions, products and services of PLN; (iii) the clients and students of PLN; and (iv) the employees, operations and capabilities of PLN. For example, proprietary information may include, but is not limited to, procedures; data files; computer programs; systems design; manuals; research; techniques; client lists; marketing data, business plans, and product development strategies.

2. During my employment with PLN I may use or disclose proprietary information only to the extent necessary to perform my duties. Any disclosure of such information outside PLN as is necessary to the performance of my duties shall be made only with the prior written consent of the Human Resources Department. I acknowledge and agree that unauthorized use or disclosure of this confidential and proprietary information may result in my immediate discharge.

3. After the voluntary or involuntary termination of my employment, I will not use or disclose PLN's trade secrets for any purpose, including but not limited to: (a) obtaining business from the children/families or clients of PLN; (b) inducing or attempting to induce any employees of PLN to leave their employment; (c) assisting others to obtain business from PLN's children/families or recruit PLN's employees; or (d) engaging in any other activity that harms the interest of PLN.

4. As a result of my prior employment, I may be in possession of information that my prior employer considers to be confidential. If I use any trade secrets of my prior employer in order to benefit PLN, I may expose myself and PLN to legal liability. Therefore, I will not use or disclose any such information in connection with my employment with PLN. I will not bring to PLN or copy to any of PLN's computer devices any documents containing such information.

5. I acknowledge that (i) in the event my employment with PLN terminates for any reason, I will be able to earn a livelihood without violating the foregoing restrictions, and (ii) my ability to earn a livelihood without violating these restrictions is a material condition to my employment with PLN.

6. I acknowledge that my compliance with this agreement is necessary to protect the business and goodwill of PLN and that PLN will pursue legal action against me to remedy any damages caused by my breach of this Agreement.

7. If any portion of this Agreement is held to be void or unenforceable, the remainder of the Agreement shall remain in effect. This Agreement shall apply to PLN as well as to its successors, assigns, parent or subsidiary companies or other related persons. No alteration or modification to any of the provisions of this Agreement will be valid unless made in writing and signed by me and PLN.

8. This Agreement shall be subject to and governed by the laws of the State of California. In any legal action between me and PLN to enforce any provision of this Agreement, the prevailing party shall recover its attorneys' fees.

9. This Agreement constitutes the complete understanding between me and PLN regarding the matters addressed, and all prior representations or agreements regarding confidential information and unfair competition are superseded by this Agreement.

10. Nothing in this agreement alters my at-will employment relationship with PLN.

11. Notwithstanding anything else in this agreement to the contrary, an employee or contractor will not be liable for: disclosing trade secrets in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Sign Employee Name)

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**PARA LOS NIÑOS**  
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**[EMPLOYER COPY]**

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2. During my employment with PLN I may use or disclose proprietary information only to the extent necessary to perform my duties. Any disclosure of such information outside PLN as is necessary to the performance of my duties shall be made only with the prior written consent of the Human Resources Department. I acknowledge and agree that unauthorized use or disclosure of this confidential and proprietary information may result in my immediate discharge.

3. After the voluntary or involuntary termination of my employment, I will not use or disclose PLN's trade secrets for any purpose, including but not limited to: (a) obtaining business from the children/families or clients of PLN; (b) inducing or attempting to induce any employees of PLN to leave their employment; (c) assisting others to obtain business from PLN's children/families or recruit PLN's employees; or (d) engaging in any other activity that harms the interest of PLN.

4. As a result of my prior employment, I may be in possession of information that my prior employer considers to be confidential. If I use any trade secrets of my prior employer in order to benefit PLN, I may expose myself and PLN to legal liability. Therefore, I will not use or disclose any such information in connection with my employment with PLN. I will not bring to PLN or copy to any of PLN's computer devices any documents containing such information.

5. I acknowledge that (i) in the event my employment with PLN terminates for any reason, I will be able to earn a livelihood without violating the foregoing restrictions, and (ii) my ability to earn a livelihood without violating these restrictions is a material condition to my employment with PLN.

6. I acknowledge that my compliance with this agreement is necessary to protect the business and goodwill of PLN and that PLN will pursue legal action against me to remedy any damages caused by my breach of this Agreement.

7. If any portion of this Agreement is held to be void or unenforceable, the remainder of the Agreement shall remain in effect. This Agreement shall apply to PLN as well as to its successors, assigns, parent or subsidiary companies or other related persons. No alteration or modification to any of the provisions of this Agreement will be valid unless made in writing and signed by me and PLN.

8. This Agreement shall be subject to and governed by the laws of the State of California. In any legal action between me and PLN to enforce any provision of this Agreement, the prevailing party shall recover its attorneys' fees.

9. This Agreement constitutes the complete understanding between me and PLN regarding the matters addressed, and all prior representations or agreements regarding confidential information and unfair competition are superseded by this Agreement.

10. Nothing in this agreement alters my at-will employment relationship with PLN.

11. Notwithstanding anything else in this agreement to the contrary, an employee or contractor will not be liable for: disclosing trade secrets in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or disclosing trade secrets in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

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

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Sign Employee Name)

**DETACH AND GIVE THIS TO THE HUMAN RESOURCES DEPARTMENT AFTER YOU HAVE SIGNED AND DATED IT.**

## PARA LOS NIÑOS

### **ARBITRATION AGREEMENT** **[EMPLOYEE COPY]**

Although Para Los Niños (“PLN”) hopes that employment disputes will not occur, PLN believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

**By entering into this Agreement, PLN and the undersigned Employee are waiving the right to a jury trial for most employment-related disputes. The Employee further understands that entering into this Arbitration Agreement does not alter the Employee's at-will employment with PLN.**

PLN and the undersigned Employee hereby agree that any dispute with any party (including PLN, its affiliates, successors, and representatives that may arise from Employee's employment with PLN or the termination of Employee's employment with PLN shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of PLN and the Employee.

This Arbitration Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or federal Department of Labor (Wage and Hour Division), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee's dispute rather than pursuing a claim with an administrative agency.
- Workers' Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any PLN employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan.
- Claims brought under the Private Attorneys General Act (“PAGA”) as set forth in California Labor Code sections 2698 *et seq.*



The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from employment with PLN including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant; tort claims; claims for retaliation, discrimination or harassment of any kind, including claims based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability, medical condition or other characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal or state statute covering these subjects;
- Claims for violation of any statutory leave law, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California Paid Leave or any related federal or state statute;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law;
- Claims made against PLN or any of its subsidiary or affiliated entities, or its individual officers, directors or employees for any matters arising out of any of the above claims.

Except as otherwise required by applicable law, the parties agree that all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, shall be conducted on an individual basis, and not as a class action.

Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the rules of the American Arbitration Association (“AAA”) for employment law disputes. A copy of these AAA rules can be found at [www.adr.org](http://www.adr.org) under “Rules & Procedures”. The parties may mutually agree upon another arbitration procedure.

The arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution

service administered by the Superior Court of the county in which the dispute arose. The arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned employee with those of any other employee. The arbitrator shall have no authority to create an arbitration proceeding on a class basis, nor to award relief to a class of employees in one arbitration proceeding.

Any dispute with any party that arises from Employee's employment with PLN or termination of employment with PLN must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, PLN shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by the American Arbitration Association. Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for his or her decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law until such time as the provision can be formally modified to comply with the law.

**I acknowledge that I have carefully read this agreement, and that I understand and agree to its terms. I have entered into this agreement voluntarily and have not relied upon any promises or representations other than those contained herein. I understand that I am giving up my right to a court or jury trial by entering into this agreement. I understand that this arbitration agreement does not change my at-will employment status with PLN.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employer Signature

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS**

**PARA LOS NIÑOS**  
**ARBITRATION AGREEMENT**  
**[EMPLOYER COPY]**

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This Arbitration Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or federal Department of Labor (Wage and Hour Division), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee's dispute rather than pursuing a claim with an administrative agency.
- Workers' Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any PLN employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan.
- Claims brought under the Private Attorneys General Act (“PAGA”) as set forth in California Labor Code sections 2698 *et seq.*

The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from employment with PLN including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant; tort claims; claims for retaliation, discrimination or harassment of any kind, including claims based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability, medical condition or other characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal or state statute covering these subjects;
- Claims for violation of any statutory leave law, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California Paid Leave or any related federal or state statute;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law;
- Claims made against PLN or any of its subsidiary or affiliated entities, or its individual officers, directors or employees for any matters arising out of any of the above claims.

Except as otherwise required by applicable law, the parties agree that all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, shall be conducted on an individual basis, and not as a class action.

Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the rules of the American Arbitration Association (“AAA”) for employment law disputes. A copy of these AAA rules can be found at [www.adr.org](http://www.adr.org) under “Rules & Procedures”. The parties may mutually agree upon another arbitration procedure.

The arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution

service administered by the Superior Court of the county in which the dispute arose. The arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned employee with those of any other employee. The arbitrator shall have no authority to create an arbitration proceeding on a class basis, nor to award relief to a class of employees in one arbitration proceeding.

Any dispute with any party that arises from Employee's employment with PLN or termination of employment with PLN must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, PLN shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by the American Arbitration Association. Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for his or her decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law until such time as the provision can be formally modified to comply with the law.

**I acknowledge that I have carefully read this agreement, and that I understand and agree to its terms. I have entered into this agreement voluntarily and have not relied upon any promises or representations other than those contained herein. I understand that I am giving up my right to a court or jury trial by entering into this agreement. I understand that this arbitration agreement does not change my at-will employment status with PLN.**

\_\_\_\_\_

Date

\_\_\_\_\_

Print Employee Name

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Employer Signature

**PLEASE RETURN THIS COPY TO THE HUMAN RESOURCES DEPARTMENT**