Contra Costa Family Justice Center

PERSONNEL POLICY MANUAL

Rev. 2/6/17 sk

TABLE OF CONTENTS

I.	GENERAL EMPLOYMENT						
	A.	Introduction	3				
	В.	At-Will Employment	3				
	C.	Equal Employment Opportunity	3				
	D.	Policy Against Harassment	3				
	E.	Criminal Background Check					
	F.	Employees with Disabilities					
II.	EMPLOYMENT STATUS						
	A.	Exemption Status	4				
	В.	Probationary Period					
	C.	Part-Time Employment Status					
	D.	Temporary Employment Status					
Ш.	WORK SCHEDULE AND ATTENDANCE						
	A.	Work Schedule	6				
	В.	Calling in Absences	6				
	C.	Authorization for Overtime	6				
	D.	Part-Time Work Policy	6				
IV.	CON	COMPENSATION AND PAYROLL					
	A.	Salary	7				
	В.	Overtime Pay and Compensatory Time	7				
		1. Non-Exempt Status Employees	7				
		2. Exempt Status Employees	7				
	C.	Pay Days					
	D.	Pay Advances	8				
	E.	Time Sheets					
V.	BEN	BENEFITS					
	A.	Core Benefits					
		1. Eligibility	9				
		2. Health Insurance	9				
		3. Health Insurance Waiver	9				
		4. Retirement Plan	9				
	В.	Statutory Benefits	10				
		1. Worker's Compensation	10				
		2. State Disability Insurance	10				
		3. Social Security (FICA/Medicare)					
		4. Unemployment Compensation	10				
	C.	Holidays	10				
	D. Time Off and Leaves of Absence						
		1. Vacation	11				
		a. Accrual	11				

			b. Scheduling of Vacations	11				
		2.	Paid Sick Leave	11				
			a. Accrual	11				
			b. Use	12				
		3.	Unpaid Medical Leave					
		4.	Parental Leave					
		5.	Family Care Leave					
		6.	Accrual of Benefits During Medical, Parental or Family					
			Care Leave	13				
		7.	Bereavement Leave					
		8.	Voting Leave					
		9.	Jury Duty					
		10.	Personal Leave					
VI.			AND TRAVEL EXPENSES					
	A.	Trave						
		1.	Local Travel					
		2.	Non-Local Travel					
	В.	Local Business Meals						
	C.		ellaneous Expenses					
	D.	Expense Advances						
VII.	EMPLOYEE CONDUCT AND CONFLICT OF INTEREST 16							
ν ш.	A,		ral Conduct					
	В.							
	Б. С.	Client Confidentiality						
	D.	Press and Media Contacts						
	ъ. Е.	Electronics Communication						
	F.		ction of Whistle Blowers					
	1.	1 10000	2001 Ox 11 111500 1310 14015 1111111111111111111111111111111	**********				
VIII.	EVALUATIONS AND DISCIPLINARY ACTIONS							
	A.	Perfor	rmance Evaluations	17				
	В.	Discip	olinary Action	17				
	C.	Resign	nation	18				
D1 500	0		OWE DO GO TOWN					
EMPL	JOYEE	ACKNO	OWLEDGEMENT	19				

I. GENERAL EMPLOYMENT

A. INTRODUCTION

The purpose of this Personnel Policy Manual is to set forth the rights, duties and privileges of the employees of the Contra Costa Family Justice Center (hereafter "CCFJC"). This manual, however, cannot anticipate every situation or answer every question about employment. In order to retain necessary flexibility in the administration of the policies set forth in this manual, CCFJC reserves the right to revise, supplement or rescind any of these policies from time to time as it deems appropriate in its sole discretion. Each employee of CCFJC can assist in keeping the personnel policies up to date by notifying the Executive Director whenever problems are encountered or improvements can be made in the administration of the policies.

B. AT-WILL EMPLOYMENT

Employment with CCFJC is "at will," meaning that employment is not for a definite period and may be terminated by the employee or CCFJC at any time, with or without cause or notice. Each employee's status as an at-will employee cannot be modified or superseded except in a written agreement signed by the employee and the Executive Director.

C. EQUAL EMPLOYMENT OPPORTUNITY

CCFJC believes that all persons are entitled to equal employment opportunity and does not discriminate against its employees or applicants on the basis of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, gender identity or expression, physical handicap, disability, or any other characteristic protected by law. Equal employment opportunity will be extended to all persons, regardless of protected characteristics, in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, discipline, lay off and termination.

Any employee who feels that she/he has been subject to unlawful discrimination should promptly submit a written complaint to the Executive Director.

D. POLICY AGAINST HARASSMENT

CCFJC is committed to providing a work environment that is free of discrimination. In keeping with this commitment, CCFJC maintains a strict policy prohibiting unlawful harassment, including sexual harassment and harassment based on a protected characteristic. This policy prohibits harassment in any form, including verbal, physical and visual harassment.

Any employee who feels that she/he has been harassed by a co-worker, supervisor or agent of CCFJC should promptly report the facts of the incident or incidents and the names of the individuals involved to her or his supervisor or to the Executive Director. The supervisor or the Executive Director shall investigate all such claims and take appropriate corrective action.

E. CRIMINAL BACKGROUND CHECK

CCFJC requires all new employees, volunteers and contractors who supervise, provide care of and have disciplinary power over children, persons with disabilities and elderly clients to have a criminal background check completed. The background check will be conducted after a conditional employment offer has been made or after an interview. If CCFJC intends to take an adverse action based on a person's criminal conduct history, CCFJC will provide the person with a copy of his/her criminal background check report.

If a licensed professional has already been checked in accordance with applicable laws and can provide a copy of his/her license and proof that the necessary background check has been run as part of the licensing process, the criminal background check will be waived.

F. EMPLOYEES WITH DISABILITIES

CCFJC will make reasonable accommodations for qualified individuals with a disability unless doing so would result in undue hardship. Employees may request reasonable accommodation by notifying their supervisor or the Executive Director of the need for accommodation. All requests for reasonable accommodation, whether written or verbal, must provide the following information:

- The type of accommodation requested;
- An explanation of the limitation for which the accommodation is needed;
- A description of how the accommodation will allow the employee to perform the essential functions of his/her job.

II. EMPLOYMENT STATUS

A. EXEMPTION STATUS

Each employee is advised of his/her status under the Industrial Welfare Commission Order 4 on the first day of employment with CCFJC.

- Non-exempt employees are those covered by the provisions of IWC Order 4 and are compensated for overtime worked in accordance with the law.
- Exempt employees are "executive," "administrative," or "professional" employees, as defined by law, who are not covered by the overtime provisions of IWC Order 4.

B. PROBATIONARY PERIOD

All new and rehired employees who are not hired as temporary employees work on a probationary basis for the first 90 calendar days after their date of hire. During the probationary period, the employee is not eligible to use accrued vacation; but may use his or her sick leave.

Upon completion of the probationary period, a performance evaluation will be conducted by the Executive Director or the employee's supervisor to ascertain the advisability of continued

employment on a regular basis. At the end of this period, if the employee's performance is satisfactory, her/his status will be changed to that of regular full-time or part-time employee. CCFJC reserves the right to extend the duration of the probationary period when such an extension is deemed appropriate.

Employment during the probationary period is a voluntary commitment or "at will." Employees are free to resign at any time. Similarly, CCFJC is free to terminate an employment relationship with or without cause.

C. PART-TIME EMPLOYMENT STATUS

An employee with probationary or regular employment status, whose regular approved workweek is less than 30 hours is considered a part-time employee. Part-time employees do <u>not</u> receive medical, dental or vision benefits. They do receive sick leave and vacation, prorated according to time worked. They would also be eligible to participate in a retirement plan under the terms of the plan.

D. TEMPORARY EMPLOYMENT STATUS

A person hired for a limited period is considered to have temporary employment status. Temporary employees are those employed either full-time or part-time for short-term assignments of up to six months. Temporary employees are not eligible for employee benefits, except those mandated by applicable law such as State Disability, Unemployment Insurance, Workers Compensation and Social Security.

III. WORK SCHEDULE AND ATTENDANCE

A. WORK SCHEDULE

Full-time employees are expected to work 7.5 hours per day and 37.5 hours per week, Monday-Friday unless otherwise approved by the Executive Director or the employee's supervisor. In the case of part-time employees, schedules and hours are as authorized by the Executive Director or the employee's supervisor.

All employees are provided with an unpaid meal period of thirty minutes, any day they work more than five hours. If the work day will be less than six hours, the meal period may be waived by the mutual consent of the employee and their supervisor. Non-exempt employees are required to take a 10-minute paid break for every four hours they work.

B. CALLING IN ABSENCES

An employee who is ill or otherwise unable to report to work is required to notify the Executive Director or his/her designee by email or telephone as soon as possible. The person notified will then advise the entire office that the employee is out for the day.

C. AUTHORIZATION FOR OVERTIME

For non-exempt employees, hours worked beyond those normally scheduled for the employee must be preapproved by the Executive Director or the employee's supervisor. In cases where such preapproval is infeasible, the employee should record on her/his time sheet the activity which required the overtime work. Compensation for non-exempt overtime work is described in section IV.

D. PART-TIME OR FLEXIBLE SCHEDULE

It is the policy of CCFJC to allow employees, who so desire, to work on a part-time basis, when such an arrangement is financially and otherwise feasible, and does not interfere with the work of CCFJC or the level of service provided to clients. Requests from an employee who wishes to work part-time shall be decided by the Executive Director.

We recognize that people have interests and families, and need a work-life balance and therefore modifications to an employee's schedule may be arranged through a flexible work schedule or a voluntary reduction in time worked, subject to the Executive Director's approval based on organizational needs, as well as job requirements. Requests from an employee who wishes to arrange a flexible schedule will be made in writing with reasons for the requested schedule change.

IV. COMPENSATION AND PAYROLL

A. SALARY

The Executive Director serves at the discretion of the Board and the Board sets the salary.

Staff salary increases will occur on or near their anniversary date. The Board, in its discretion, may approve a percentage increase each year for all staff members whose last performance review indicates they are fulfilling the requirements of their position. These increases will take effect on or near each staff's anniversary date.

The Executive Director, in consultation with supervisory staff, will have the discretion to award bonuses or merit increases to staff members at the time of their annual evaluation or at the beginning of the fiscal year. This will occur only in special circumstances where the staff member consistently performs at a level far exceeding expectations and where the increase is within the guidelines of the salary scale and the approved budget.

The Executive Director will have the discretion to set the initial salaries for staff members when they are hired. Considerations will include, among others, professional experience relevant to the position, relevant education, bilingual proficiency, and cultural competency. Salaries must be both within the confines of the approved CCFJC budget and within the ranges for the position defined by the approved salary scale.

B. OVERTIME PAY AND COMPENSATORY TIME

1. Non-Exempt Status Employees

Overtime is compensated to non-exempt employees as follows:

- a. Overtime is paid at the rate of one and one-half times the employee's regular rate of pay for time worked more than 8 hours and up to and including 12 hours in one work day, and for the first 8 hours of work on the seventh consecutive work day in one workweek.
- b. Overtime is paid at the rate of time and one-half for all hours worked over 40 hours in any one continuous workweek.
- c. Overtime is paid at the rate of double time for time worked more than 12 hours in one day, and for all hours worked more than eight on the seventh consecutive day of work in a workweek.

2. Exempt Status Employees

Exempt status employees will not be paid for overtime work. Exempt employees are expected to work a minimum of 37.5 hours during the workweek and part-time employees the prorated equivalent. Exempt employees are expected to work the appropriate and necessary time to do their job. Any voluntary reduced schedule will impact the salary paid

the employee in direct proportion to time not worked.

C. PAY DAYS

CCFJC employees will be paid on the 15th and the last day of each month. If either day falls on a weekend or holiday, employees shall be paid on the last working day prior to the weekend or holiday.

D. PAY ADVANCES

Pay advances will be granted only in the discretion of the Executive Director and only in cases of extreme emergency or personal hardship. Requests for an advance in pay by the Executive Director will be granted at the discretion of the Executive Committee.

Pay advances are always considered early payment of wages for future work performed by an employee and are not to be considered a loan made to the employee by CCFJC. Advances that have not been repaid earlier will be deducted from an employee's final wages on separation from employment.

E. TIME SHEETS

For the purposes of calculating pay, time sheets must be submitted at the end of every pay period.

The time sheets will include, for each day of work, the time of reporting to work, any meal break taken, and the time of leaving work. The time sheets shall also be used to record any holidays, vacation leave or sick leave taken, and shall be used to notify the employee monthly of the amount of compensation time, sick leave and vacation leave she/he has accrued to date.

V. BENEFITS

A. CORE BENEFITS

The following is a brief description of the benefits available at CCFJC. CCFJC reserves the right to add to, amend, or discontinue any of its employee benefit plans or programs at any time, with or without prior notice, subject to applicable law. For detailed information regarding benefit plans and programs, see the Executive Director.

1. Eligibility

Core benefits are provided to each regular and probationary employee working at least 30 hours per week and are effective immediately upon commencement of employment. The actual coverage date will depend upon the terms of each carrier.

2. Health Insurance

CCFJC offers employees a group health insurance plan of its choice. For all regular employees working 30 hours or more per week, CCFJC will pay 100% of the employee's premium, up to a certain coverage level of CCFJC's choice. Those who choose other options or higher level of coverage will pay the difference between the selected premium and the actual cost of the selected coverage. For employees' dependents, CCFJC will pay one-half of the premium. Employees are eligible on the first day of the month following employment.

CCFJC will also provide dental and vision coverage as well as term life insurance coverage at its sole discretion. CCFJC has the right to modify its employee benefits at any time and at its sole discretion.

3. Health Insurance Waiver

If an eligible employee certifies coverage under a health insurance plan from another source and asks to opt out of CCFJC's group health and dental insurance plans, CCFJC shall pay the employee a reasonable sum, not to exceed one-half of what CCFJC would have paid for the employee's coverage, decided by CCFJC.

4. Retirement Plan

CCFJC offers a retirement plan (SIMPLE IRA -- Savings Incentive Match Plan for Employees) for employees who earn more than \$5,000 per year from employment with CCFJC. Employees are eligible on the first day of the month following employment. Each year, CCFJC makes a non-elective contribution for each eligible employee at the rate of 2% of his/her annual wage or salary.

B. STATUTORY BENEFITS

1. Worker's Compensation

All employees are covered by Worker's Compensation, from the first day of employment, for injuries arising out of and during their employment. An employee is required to report all work-related injuries to her/his supervisor and to seek immediate medical attention where warranted. A Report of Industrial Injury must be filed within five (5) days of the accident or injury. This report should be filed with the Office Administrator for processing through CCFJC's insurance carrier.

2. State Disability Insurance

All employees are covered by State Disability Insurance (SDI). Employees contribute to SDI through payroll deductions. SDI provides partial wage compensation when an employee cannot work due to an injury/illness.

3. Social Security (FICA/MEDICARE)

Employees are covered under the provisions of the Social Security Act.

4. Unemployment Compensation

Employees are covered under the guidelines and provisions of the Unemployment Compensation system of the State of California.

C. HOLIDAYS

The office will be closed and employees shall be entitled to the day off with pay on the following 10 holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and the Day After
Christmas Day and Day Before

In addition, each employee will have one floating holiday during the first year of employment and two floating holidays per year thereafter.

A holiday is equivalent to eight (8) paid hours. Regular and probationary part-time employees working at least twenty hours per week receive holiday leave, prorated according to the number of hours worked.

If a holiday falls during an employee's approved vacation, the employee will be paid for the holiday and will not be charged for a vacation day for the day the holiday is observed.

D. TIME OFF AND LEAVES OF ABSENCE

1. Vacation

a, Accrual

Regular and probationary full-time employees receive 10 working days per year in paid vacation leave. After one full year of employment, full-time employees receive 12 working days per year in paid vacation leave. After two full years, full-time employees receive 15 days per year in paid vacation leave.

Regular and probationary part-time employees working at least twenty hours per week receive vacation leave, prorated according to the number of hours worked.

Vacation leave may be carried over from year to year, but may only be accrued up to a limit of twenty-two and one half (22.5) working days (180 hours) for employees working up to five years. Employees working five years or over may accrue up to thirty (30) working days (240 hours). Upon leaving employment with CCFJC, unused accrued vacation leave will be paid out at the employee's current rate of pay.

b. Scheduling of Vacations

Vacations must be approved in advance by the Executive Director and should be planned for the mutual convenience of the staff and CCFJC. In deciding preferences in cases of conflict, the primary consideration will be the necessary coverage of CCFJC's services. Otherwise, the Executive Director will consider position and seniority of service, how recently the employees involved have taken vacations, and any agreements reached among the staff.

Probationary employees may not use accrued vacation leave until the completion of their probationary period.

2. Paid Sick Leave

a. Accrual

Regular, temporary and probationary full-time employees receive eight (8) working days per year of paid sick leave. Sick leave is accrued for complete pay periods worked.

For temporary, regular and probationary part-time employees, the 8 working days of sick leave per year are prorated based upon the number of hours worked.

Sick leave may be carried over from year to year, but may only be accrued up to a

limit of thirty working days (240 hours) after which no further accrual is permitted. Sick time is not considered a form of wage or cash benefit. Therefore, at the time an employee leaves CCFJC, any unused sick time will be forfeited.

b. Use

Sick leave may be used only in the following situations:

- When the employee is, ill or injured;
- For visits to a health care provider for the employee or a family member¹;
- When the employee or her/his partner gives birth to or adopts a child (the
 maximum number of days which can be used under this option is the number
 of days allowed by the Parental Leave section);
- When the employee is needed to care for an ill or injured family member (the maximum number of days which can be used under this option is the number of days allowed by the Family Care Leave section).

Verification of illness may be requested for sick leave longer than three (3) days. The employee is responsible for notifying the Executive Director or supervisor as soon as it is known that sick leave will be for longer than two weeks. At that time the employee is to inform the Executive Director or supervisor of the expected duration of sick leave so that arrangements can be made to hire temporary help if needed.

3. Unpaid Medical Leave

Any regular or probationary employee who is temporarily disabled due to a medical condition and who does not have available paid sick leave may request a leave of absence due to the disability or medical condition. Such leaves of absence will generally not exceed four months.

The term medical condition as used herein encompasses all temporary medical disabilities, including, but not limited to, pregnancy and related medical conditions. An employee who requests such a leave may be required to provide initially and from time to time proof of disability in the form of a physician's statement.

The employee is responsible for notifying the Executive Director or supervisor as soon as it is known that the medical leave will be for longer than two weeks. At that time the employee is to inform the Executive Director or supervisor of the expected duration of medical leave so that arrangements can be made to hire temporary help if needed.

¹For the purposes of these personnel policies, family member is defined as "partner, child, parent or household member."

See section 6 for further information relating to unpaid medical leave.

4. Parental Leave

All regular and probationary employees shall be entitled to take a leave of absence relating to the birth or adoption of a child by the employee or the employee's partner, or the arrival of a foster child, for up to six months. The parental leave must be initiated within one year of the birth or adoption of the child or within one year of the foster child's arrival. In the case where parental leave is related to the birth of a child, the parental leave commences the day of the birth and will include the period of medical disability following the birth.

For employees who have worked for CCFJC for one year or more, four weeks of the parental leave shall be paid leave. Paid leave is only available when the employee is returning to work at CCFJC.

The employee should notify the Executive Director as far in advance as possible of the employee's plan to request parental leave, and of the expected duration of such leave.

5. Family Care Leave

All regular and probationary employees who have been employed by CCFJC for at least one (1) year at the commencement of the leave shall be allowed, with the advance approval of the Executive Director, to take a family care leave of absence to care for a sick or injured partner, parent, child, grandparent, grandchild, parent-in-law, or sibling of the employee. The amount of such family care leave is not to exceed four (4) months in any two-year period. An employee with employment of less than one (1) year may be granted leave at the discretion of the Executive Director.

An employee who requests family care leave may be required to provide initially and from time to time proof of the serious medical condition of the family member in the form of a physician's statement.

Family care leave cannot be used in conjunction with parental leave related to pregnancy, childbirth or adoption of a child. Family care leave may be limited if there is an unemployed parent or other adult able to care for the ill or injured family member.

See section 6 for further information relating to family care leave.

6. Accrual of Benefits during Medical, Parental or Family Care Leaves

An employee who is granted a medical, parental or family care leave of absence shall be entitled to utilize any accrued sick leave, vacation, or compensatory time during the period of her/his leave. CCFJC shall work with the employee to maximize the coordination of any state disability or other wage replacement benefits for which the employee may be eligible.

During the period of leave which is being compensated by any of the above, CCFJC shall pay the premium costs of all benefits. Vacation and sick leave benefits do not accrue during the leave of absence.

7. Bereavement Leave

All regular and probationary employees are entitled to three days of paid bereavement leave to attend the funeral of an immediate family member of the employee or the employee's partner. Immediate family is defined as follows: employee's parent, spouse, domestic partner, child, sibling, or spouse's or domestic partner's parent or child.

For part-time regular and probationary employees, the days of leave are prorated based upon the number of hours worked.

8. Voting Leave

All regular and probationary employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work with pay to vote in a public election. To qualify, employees must obtain advance approval from the Executive Director or their supervisor.

9. Jury Duty

CCFJC will pay all regular and probationary employees at their regular rate of pay for fifteen (15) working days in a year while on jury duty. For part-time regular and probationary employees, the 15 days of leave are prorated based upon the number of hours worked.

10. Personal Leave

Unpaid personal leave will be granted at the discretion of the Executive Director.

VI. BUSINESS AND TRAVEL EXPENSES

A. TRAVEL

1. Local Travel

For local travel, automobile expenses will be reimbursed at the rate currently used by the IRS. Mileage reimbursement shall exclude the commute between the employee's home and the CCFJC office. Cab fares, bridge tolls and parking expenses will be reimbursed fully so long as receipts are submitted and the expenses incurred are reasonable. BART and other public transportation should be used whenever it is reasonable to do so.

2. Non-Local Travel

All non-local travel is subject to the approval of the Executive Director. CCFJC will reimburse expenses incurred by prior authorized out-of-town travel according to the currently established travel expense schedule.

Receipts and travel reimbursement requests must be submitted within thirty days of the trip.

3. Meal and Incidental Expenses

CCFJC generally will reimburse meal and incidental expenses incurred as part of business-related local travel or non-local travel based on federal per-diem rates established by the Internal Revenue Service, using the "Maximum Federal Per Diem Rate" tables. Before incurring expenses, employees should refer to IRS Publication 1542 (http://www.irs.gov/pub/irs-pdf/p1542.pdf) or consult the Executive Director for the applicable per-diem rates. In the event an employee's actual expenses for meals exceed the applicable per-diem rates, CCFJC will reimburse the employee for the full expenses provided the employee follows CCFJC's travel policy. The employee must submit receipts substantiating the expenses.

B. LOCAL BUSINESS MEALS

Upon the advance approval of the Executive Director, CCFJC will pay for formal business luncheons or dinners where the employee's attendance as a representative of CCFJC is advisable.

C. MISCELLANEOUS EXPENSES

Miscellaneous expenses for supplies, copying, etc., will be fully reimbursed, so long as the expenses incurred are reasonable and receipts are submitted.

D. EXPENSE ADVANCES

Upon the approval of the Executive Director, employees may receive advance payment of business expenses they will incur, when necessary to avoid hardship to the employee. All such

expenses must be documented by receipts within thirty (30) days after they are incurred.

VII. EMPLOYEE CONDUCT AND CONFLICT OF INTEREST

A. GENERAL CONDUCT AND GIFT ACCEPTANCE

An employee is expected to conduct herself or himself always in a manner befitting her or his status as an employee of CCFJC. She/he shall refrain from any action and avoid any kind of public pronouncement which might reflect adversely upon CCFJC.

An employee should exercise the utmost discretion in all matters of official business, and shall not communicate to any person information which has not been made public, except in the necessary course of her or his duties or with the prior approval of the Executive Director.

An employee shall not accept gifts, money, or gratuities from persons receiving services, or from anyone able to benefit from the employee's actions. Receipt of tokens of appreciation of a value not exceeding \$50 shall not be considered a violation of this policy.

B. CLIENT CONFIDENTIALITY

As safety is one of our primary values, CCFJC is committed to uphold the duty of confidentiality with respect to confidential information shared by clients and partners. Communications between our clients will not be disclosed to any other person or organization, except with the prior written consent of the client or under a court order requiring disclosure.

C. CONFLICT OF INTEREST

All employees are expected to perform their duties diligently and avoid situations where their personal interests are or may be in conflict with the interest of CCFJC. Employees must promptly disclose to CCFJC material information regarding any relationship or business interest that the employee or his/her family member has with any person or in any business that purchases or sells goods or services to or from CCFJC. Upon disclosure, CCFJC will take appropriate steps to protect against any actual or potential conflict of interest.

D. PRESS AND MEDIA CONTACTS

Employees must obtain clearance from the Executive before speaking to members of the press as a spokesperson or on behalf of CCFJC. In cases where it is impossible or impractical to obtain such prior authorization, employees should notify the Executive Director as soon as possible following any contact with the press. Employees must obtain prior approval of the Executive Director to represent CCFJC as a guest speaker.

E. ELECTRONICS COMMUNICATION

Access to CCFJC's communication tools (e.g., computers, internet access, email systems, etc.) is provided to facilitate business related communications and to fulfill job responsibilities. Under no circumstances is any of CCFJC's property to be used to solicit, harass, offend or engage in

any unlawful or inappropriate purpose. Employees may not use another person's email account to misrepresent the identity of the sender of any message. Misuse or abuse of CCFJC's communication tools will result in disciplinary action.

All information created during work hours belongs to CCFJC. CCFJC reserves the right to access and review any information, including email, created or stored on CCFJC's property.

F. PROTECTION OF WHISTLE BLOWERS

CCFJC will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of Contra Costa Family Justice Alliance based on a reasonable belief that the practice is in violation of law or a clear mandate of public policy. If any employee reasonably believes that some policy, practice, or activity of CCFJC is in violation of law, a written complaint may be filed by that employee with the Executive Director.

VIII. EVALUATIONS, DISCIPLINE AND RESIGNATION

A. PERFORMANCE EVALUATIONS

Performance evaluations will be performed by CCFJC at least once each year and will be used as a constructive tool to inform employees of their strengths and weaknesses in meeting job performance expectations. Evaluations will be reviewed in private between the employee and the Executive Director and/or the employee's supervisor. All evaluations will include input from those who are supervised by the employee, where relevant. Employees will be allowed to review the evaluation, sign an acknowledgement form, and receive a copy. An employee shall be allowed to append a written statement explaining her/his reaction to the evaluation.

Each employee shall be evaluated in writing at the end of the initial probationary period, at the end of the first year of employment, and on an annual basis thereafter. An employee who changes job descriptions will be evaluated in writing after ninety (90) days in the new position.

The Board of Directors shall evaluate the Executive Director annually.

B. DISCIPLINARY ACTION

Employees may be disciplined, suspended without pay, or terminated for activities which include, but are not limited to, the following:

- Non-performance or poor performance of duties;
- Insubordination;
- Breach of trust;
- Unexcused absenteeism and tardiness;
- Violation of CCFJC Personnel Policies;
- Violation of funding source rules and regulations; and
- · Violation of law.

This list is not intended to be exclusive, and other activities may lead to disciplinary action, up to

and including termination of employment.

C. RESIGNATION

A resigning employee is requested to submit a written resignation giving CCFJC as much notice as possible, preferably thirty (30) days, but at least ten (10) working days prior to termination (exclusive of any leave days due to the employee). Prior to termination, the employee shall prepare a written statement explaining in full the status of her/his work.

Prior to leaving CCFJC, an employee shall return all CCFJC property, including but not limited to keys, credit cards, library materials, and documents. These materials should be given to the Office Administrator, who is responsible for securing their return.

EMPLOYEE ACKNOWLEDGEMENT

I have received and reviewed the Personnel Policy Manual of the Contra Costa Family Justice Alliance and understand that it summarizes various employment policies applicable to my employment with CCFJC. I understand that the Manual is not a contract for continued employment. My employment with CCFJC is "at will," meaning it may be terminated at any time, with or without cause or notice, by either me or CCFJC. The policies included in this manual are subject to change as the CCFJC deems appropriate and necessary. From time to time you may receive notice of new or modified policies, procedures, benefits, or programs.

Signed			
	(Employee)	(Date)	
Print Name			