

## *Children's Center*

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Welcome to LCC!

We believe that every employee helps to make LCC successful. We hope that you are proud to be a member of our team. As an employee of LCC, you are very important, and your contribution can-not be overstated. Our goal is to provide the highest quality of service to our families and to do so efficiently and reliably. Your work directly influences the success of this center and its reputation.

This handbook describes many of our policies. The handbook also outlines many of the programs and benefits available to eligible employees.

The handbook will answer many questions you may have about your employment at LCC. We suggest that you become familiar with the handbook as soon as possible.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Beth O'Hara, Executive Director  
The Board of Directors

*Lakeland Children's Center*

**Employee Handbook**

**IMPORTANT INFORMATION REGARDING THIS HANDBOOK**

This employee handbook (the “Handbook”) will give you important information about working at LCC.

The policies in the handbook explain many of the benefits of working here. The handbook also explains what we expect of you and tells you about many of our rules.

This Handbook is intended to present LCC’s work related policies and procedures to its employees. All employees are asked to read this document in its entirety. If you have any questions about it, ask your supervisor or the Executive Director. Most importantly, you should understand the following:

This Handbook is not a contract, express or implied between LCC and any of its employees and does not guarantee employment for any specific duration. You are an “employee-at-will,” which means that either you or LCC may terminate the employment relationship at any time, with or without cause, and with or without advance warning or notice, for any reason or no particular reason.

This Handbook is intended to communicate certain employment principles and practices of LCC. Such principles and practices have been condensed. This Handbook is not intended to state all of the conditions of employment and principles that will guide employees in the performance of their duties. LCC reserves the right (on an individual basis or generally) to make any additions, changes, revisions, modifications, interpretations or deletions, to the policies stated herein or to any other LCC policies, procedures, and benefits.

No oral or written representation made by unapproved persons can modify the employment-at-will relationship without an express writing signed by you and the Executive Director, who may do so only in writing. That writing must expressly state “This is an exception to the ‘Employment-At-Will’ provision set forth in LCC Employee Handbook.”

This Handbook replaces and supersedes all prior handbooks, guidelines, handbooks, or memos and all other oral and written descriptions and explanations of LCC’s policies.

This Handbook applies to all employees regardless of date of hire.

Where there are any inconsistencies between an individual employment contract and the Handbook, the provisions of the employment contract are controlling.

LCC, at its option, may change, delete, suspend or discontinue any part of the policies in this handbook at any time without prior notice. Any such action shall apply to current as well as future employees.

Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire handbook, but only the subject provision.

LCC’s policies, benefits and rules, as explained in this Handbook, may be changed from time to time as employment legislation and economic conditions dictate. If and when provisions are changed, employees will be given replacement pages for those that have been revised.

**Employee Acknowledgement Form**

The employee handbook describes important information about LCC. I understand that I should consult the Executive Director if I have any questions that are not answered in the handbook.

I became an employee at LCC voluntarily. I understand and acknowledge that there is no specified length to my employment at LCC and that my employment is at will. I understand and acknowledge that "at will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at will" means that LCC may terminate my employment at any time, with or without cause or advance notice, as long as they do not violate applicable Federal or State laws.

I understand and acknowledge that there may be changes to the information, policies, and benefits in the handbook. I understand that LCC may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any handbook changes and I understand that handbook changes can only authorized by the Executive Director of LCC.

No supervisor or other representative of LCC has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Handbook states LCC’s personnel policies in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with LCC for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

I understand and acknowledge that this Handbook is not a contract of employment or a legal document. I have received the handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it.

Please sign and date this receipt and return it to the Executive Director.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Customer Relations**

Our families are very important to us, they are the lifeline of LCC and every employee represents LCC to our families and the public. Our children and families judge all of us by how we treat them. One of the highest priorities at LCC is to help any family or potential family. Nothing is more important than being courteous, friendly, prompt, and helpful to everyone, staff and customers alike!

If a family wants to make a specific comment or a complaint, you should direct the person to the Executive Director and or Site Supervisor for appropriate action. Your contacts with the public, your telephone manners, and any communications you send to all families reflect not just on you, but also on LCC. Good customer relations can build greater family loyalty and increased enrollment.

## **Employee Relations**

We believe that the work conditions, wages, and benefits we offer to LCC employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, we strongly encourage you to express these concerns openly and directly to your supervisor.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that LCC fully demonstrates its commitment to employees by responding effectively to employee concerns.

## **Fair Employment Practices Policy**

### **Equal Employment Opportunity**

LCC is an equal opportunity employer. This simply means that LCC extends equal employment opportunities to all employees and applicants for employment without regard to race, sex, religion, creed, age, disability, national origin, sexual orientation, or other legally protected status in accordance with applicable federal, state, and local laws. This commitment to equal opportunity is reflected in all terms and conditions of employment, including, but not limited to recruiting, interviewing, hiring, staffing, training, promotions, work assignments, compensation practices, employee benefits, discipline, terminations, or in any other aspect of an employee's employment at LCC. All employees of LCC share the responsibility of implementing this policy.

### **Non-Discrimination and Anti-Harassment Policy**

LCC does not tolerate and strictly prohibits discrimination or harassment of any employee or applicant on the basis of race, color, creed, age, national origin, ancestry, alienage, religion, gender, disability/handicap, marital status, partnership status, service in the military, veteran status, or any other legally protected class in accordance with applicable federal, state and/or local law.

Harassment based on an individual's protected status is a form of discrimination. Harassment and discrimination can take many forms. Harassment and discrimination of any kind are strictly prohibited. LCC prohibits harassment of an employee by another employee, supervisor, client, customer, vendor, or anyone else who has any contact with the employee within the scope of the employee's employment. Harassment is prohibited both in the workplace and any other location at which a LCC sponsored activity takes place, including at social activities conducted or sponsored by LCC. All personnel must comply with this policy.

Violators of this policy are subject to discipline up to and including termination.

## Sexual Harassment

Sexual discrimination and sexual harassment will not be tolerated by LCC. Sexual harassment consists of attention directed at or in the presence of a person, whether verbal, physical or otherwise, as a result of that person's gender, which affects job conditions or creates a hostile work environment. Sexual harassment includes attempts to make an employee's submission to sexual demands a condition of the employee's employment. Sexual harassment, subtle or overt, intentional or unintentional, will not be tolerated by LCC. Sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" when:

- (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can take two distinct forms: quid pro quo and hostile work environment. Quid pro quo harassment occurs when submission to sexual conduct is made a condition of employment or employment benefits. Hostile work environment occurs when conduct unreasonably interferes with an employee's work performance or creates an intimidating, abusive, or offensive work environment.

Conduct prohibited by this policy includes, but is not limited to the following:

- Unwelcome sexual advances;
- Requests for sexual acts or favors;
- Sexual pranks, teasing, jokes, or innuendo, in person over the phone or via email;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly asking a person to socialize during off-duty hours when the person has indicated he or she is not interested (supervisors in particular should not pressure their employees to socialize);
- Repeated comments about a person's appearance;
- Giving gifts or leaving objects that are sexually suggestive;
- Making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons or other materials in the workplace;
- Comments about a person's sexuality or sexual experience;
- Displaying pictures posters, calendars, graffiti, drawings, or other materials that are sexually aggressive, sexually demeaning, or pornographic (including via computer images and emails); and
- Any other verbal or physical conduct which has the effect of treating a person differently because of the employee's sex or gender.

## Other Prohibited Discrimination and Harassment

Harassment, other than sexual harassment, is verbal or physical conduct that denigrates or shows hostility or aversion to an employee because of race, creed, color, religion, age, national origin, ancestry, gender, sexual orientation, and/or other legally protected status in accordance with applicable federal, state, and local laws, when such conduct has the purpose or effect of unreasonably interfering with an employee's work performance, creating

an intimidating, hostile, or offensive work environment, or otherwise adversely affecting an individual's employment opportunities.

Conduct prohibited may include, but is not limited to, verbal abuse, ridicule, including slurs, epithets, and stereotyping, offensive jokes, inappropriate comments or gestures, threatening, intimidating or hostile acts, displaying or distributing offensive materials, writings, graffiti, or pictures, and other inappropriate verbal or physical conduct that has the effect of treating a person differently because of the employee's membership in a protected category.

Discrimination and harassment on the basis of any category protected by the law are prohibited. This sort of discrimination and harassment could include, but is not limited to the following examples:

- Inappropriate comments or gestures, to or about individuals, relating to a particular protected category;
- Jokes or insults about an individual's status as a member of a protected category;
- Display of pictures, cartoons, or other visual material which could offend members of a protected category, including graffiti and anonymous slogans or pictures; and
- Any other inappropriate verbal or physical conduct which has the effect of treating a person differently because of the employee's membership in a protected category.

#### Complaint Procedures and Investigations

All LCC employees share the responsibility of implementing this policy. If an employee believes that the employee has been subjected to workplace harassment or discrimination on the basis of a protected category, or believes such discrimination or harassment may be taking place whether or not it directly affects that individual, the employee should report the situation immediately to the employee's supervisor, if the employee is uncomfortable reporting the harassment or discrimination the employee's supervisor, then the employee should report it to the Executive Director. If you are not satisfied with the Executive Director's response or if you do not feel comfortable discussing the situation with the Executive Director, you may take the problem to a member of the Board of Directors.

Any employee who witnesses or experiences discrimination or harassment at work by anyone, including supervisors, co-workers, or visitors, should bring the problem to the attention of the employee's supervisor or the Executive Director, either verbally or in writing, as soon as possible.

Complaints will be investigated thoroughly and promptly, and the existence and nature of the complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or as may be necessary to take appropriate corrective measures. All persons will be instructed to treat the investigation as confidential and not to discuss the allegations with other persons.

False or exaggerated accusations can be extremely damaging to innocent persons and will not be tolerated. All claims of harassment require the honest and full disclosure of facts by all involved persons.

#### Disciplinary Action

Any employee who violates the Fair Employment Practices Policy will be subject to appropriate discipline, up to and including termination.

Please note that while this policy sets forth LCC's goals of promoting a workplace that is free from harassment and discrimination, the policy is not designed or intended to limit LCC's authority to discipline or take remedial

action for workplace conduct it deems inappropriate or unacceptable, in its sole discretion, regardless of whether that conduct satisfies the legal definition of sexual or other unlawful harassment or discrimination.

### Retaliation

LCC prohibits retaliation against any employee who in good faith complains of harassment and/or discrimination, or provides information in connection with any such complaint. Retaliation can include any disparaging comments, uncivil or inappropriate behavior, or any other negative treatment of an employee by employees or members of management that result from the individual making a complaint or cooperating with an investigation. Any employee who retaliates against an employee for making a complaint or for serving as a witness will be subject to appropriate discipline, up to and including termination. Any employee who witnesses or experiences any retaliation should report such conduct immediately to the employee's supervisor or the Executive Director.

If an employee makes false allegations, disciplinary action may be taken against that individual.

### Questions

The importance of this policy cannot be emphasized enough. An environment free from harassment and discrimination is not only the law, it is fundamental to the culture of LCC. If any employee has any questions about these procedures or needs assistance at any time, the employee's supervisor or the Executive Director is always available for advice and assistance.

### Harassment Training

It shall be the policy of LCC to provide anti-harassment training on a periodic basis. Anti-harassment training shall be mandatory for all LCC employees, including supervisors.

### Business Ethics and Conduct

We expect LCC employees to be ethical in their conduct. It affects our reputation and success. LCC requires employees to carefully follow all laws and regulations, and have the highest standards of conduct and personal integrity.

Our continued success depends on our customers' trust. Employees should act in ways that will earn the continued trust and confidence of the public.

As an organization, LCC will comply with all applicable laws and regulations. We expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from illegal, dishonest, or unethical conduct.

If you use good judgment and follow high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your supervisor. If necessary, you may also contact the Executive Director for advice and consultation.

It is the responsibility of every LCC employee to comply with our policy of business ethics and conduct. Employees who ignore or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including possible termination of employment.

## **Hiring of Relatives**

For this policy, we define a relative as any person who is related to you by blood or marriage, or whose relationship with you is similar to that of a relative. This policy applies to all employees regardless of their gender or sexual orientation.

Although LCC does not prohibit employing relatives of current employees, we will monitor these situations when the employees are in the same area. In case of an actual or potential problem, we will look into the matter. This can include reassignment or, if necessary, termination of employment for one or both of the people involved. If you are in a close personal relationship with another employee, we ask that you avoid displays of affection or excessive personal conversation at work.

## **Employee Medical Examinations**

At LCC we require that all employees have a medical examination every two (2) years. The exam is to help make sure you can perform your duties effectively and safely.

After we make a job offer to an applicant we will require a medical examination. The applicant must pay for the examination, however if a medical examination causes financial hardship please reach out the Executive Director to determine if you are eligible for reimbursement. The job offer and starting the job then depend on whether the applicant satisfactorily completes the exam.

Sometimes we may require current employees to undergo medical examinations to make sure they remain fit for work.

We require post-offer medical examinations only for jobs that have bona fide job-related physical requirements. An examination will be given to any person who enters the job but only after that person has been given a conditional job offer. We keep medical records confidential. Medical information is confidential and will only be shared with those that need to know.

## **Immigration Law Compliance**

In compliance with the Federal Immigration Reform and Control Act of 1986 (“IRCA”), as amended, LCC is committed to employing individuals who are authorized to work in the United States and does not discriminate on the basis of national origin or citizenship.

IRCA requires all employers to have newly hired employees complete an Employment Eligibility Verification Form, known as Form I-9, and present documents that establish identity and employment eligibility. Employers are specifically required to show preference in hiring to United States citizens or nationals over equally qualified aliens. Former employees who are rehired must also complete the form if they have not completed an I-9 with LCC within the past year, or if their previous I-9 is no longer retained or valid.

Every new employee at LCC is required to complete the Employment Eligibility Verification Form I-9 and show documents that prove identity and employment eligibility.

All employees are required to complete an I-9 at the beginning of each school year.

It is LCC policy to fully comply with IRCA. Employees may raise questions or complaints about immigration law compliance without fear of reprisal. Every employee of LCC must adhere to all aspects of this policy. Failure to comply with IRCA may subject LCC and any responsible individuals to civil monetary or criminal penalties. Violations of this policy may be grounds for employee discipline, up to and including termination of employment.



The reference to discipline in any other section of the Handbook is for emphasis only and does not change the discipline described in this section.

## **Conflicts of Interest**

LCC has guidelines to avoid real or potential conflicts of interest. It is your duty as an employee of LCC to follow the following guidelines about conflicts of interest. If this is not clear to you or if you have questions about conflicts of interest, contact the Executive Director or his or her designee.

What is a conflict of interest? An actual or potential conflict of interest is when you are in a position to influence a decision or have business dealings on behalf of LCC that might result in a personal gain for you or for one of your relatives. For conflicts of interest, a relative is any person who is related to you by blood or marriage, or whose relationship with you is similar to being a relative even though they are not related by blood or marriage.

We do not automatically assume that there is a conflict of interest if you have a relationship with another company. However, if you have any influence on transactions involving purchases, contracts, or leases, you must tell an officer of LCC as soon as possible. By telling us that there is the possibility of an actual or potential conflict of interest, we can set up safeguards to protect everyone involved.

The possibility for personal gain is not limited to situations where you or your relative has a significant ownership in a firm with which LCC does business. Personal gains can also result from situations where you or your relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving LCC.

## **Outside Employment**

You may hold an outside job as long as you can satisfactorily perform your LCC job and the job does not interfere with our scheduling demands.

We hold all employees to the same performance standards and scheduling expectations regardless if they have other jobs. In order to remain employed at LCC, we will ask you to terminate an outside job if we determine that it is impacting your performance or your ability to meet our requirements, which may change over time.

If your outside employment has an undesirable impact on LCC, we will consider that it is a conflict of interest. If this is not clear to you or if you have questions, contact the Executive Director or his or her designee.

## **Non-Disclosure**

As part of your responsibilities at LCC, you may learn of or be entrusted with sensitive information of a confidential nature. During your employment, any information, including but not limited to giving records, bank account information, figures or projections, estimates, research and development activities, lists, tax records, or personnel history or actions, shall be considered and kept as the private and privileged records of LCC, and must not be divulged to any firm, individual or institution except on the direct written authorization of the Executive Director. Your failure to honor this confidentiality requirement may result in disciplinary action, including possible discharge.

It is very important to LCC that we protect our confidential information. Confidential information includes, but is not limited to, the following examples:

- \* Child's Medical History
- \* IEP Information
- \* Child Contact Information

You may be asked to sign a non-disclosure agreement as a condition of your employment.

If you improperly use or disclose a trade secret or confidential business information, you will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if you do not get any benefit from releasing the information.

If you leave employment for any reason, you must continue to treat as private and privileged any such sensitive information. You may not release any such sensitive information to any person, firm, or institution without the express written approval of the Executive Director. LCC may pursue legal remedies for unauthorized disclosure of sensitive, confidential information.

### Disability Accommodation

LCC is committed to complying fully with the Americans with Disabilities Act (ADA). We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all our employment practices and activities on a non-discriminatory basis.

The Federal Americans with Disabilities Act (ADA) and the applicable laws prohibit discrimination against qualified individuals with disabilities, generally defined as persons who can perform the essential functions of their jobs, with reasonable accommodation if necessary, without posing a direct threat to the health or safety of themselves or others. LCC also complies with all applicable laws providing for nondiscrimination in employment against qualified individuals with disabilities. LCC is committed to providing equal employment opportunities for all qualified people including those with physical or mental disabilities.

Any applicant or employee who requires a reasonable accommodation in order to perform the essential functions of the job should contact your supervisor or the Executive Director and request such an accommodation. LCC will identify possible reasonable accommodations, if any, that will help the employee perform the essential functions of the job. If LCC identifies a reasonable accommodation that will not impose an undue hardship, it will make the accommodation.

The employee is under no obligation to report *any* disability or other medical condition to LCC; however, the employee is obligated to advise the employee's supervisor or the Executive Director if the employee is incapable of performing the employee's job duties without posing a direct threat to the health or safety of themselves or others. Further, if the employee believes that the employee is in need of a reasonable accommodation in order to safely perform the essential functions of the job, the employee should advise the employee's supervisor or the Executive Director. The request will be given prompt and appropriate attention.

In determining the nature of the disability and what, if any, reasonable accommodations are available, LCC may request that the employee or applicant undergo an examination by a physician selected by LCC. All medical information LCC obtains about an employee or applicant will be treated as confidential in accordance with applicable law.

Should you have any questions or wish to discuss this policy, please contact your supervisor or the Executive Director.

## **Job Posting**

Our job posting program gives you the opportunity to show your interest in open jobs and to advance within LCC according to your skills and experience. In general, we post all regular, full-time job openings, although LCC reserves its right to not post a particular opening.

Job openings will be posted via email to all Site Supervisors. To be eligible to apply for a posted job, you must have performed competently for at least three (3) months. You are not eligible to apply for a posted job if you have a written warning on file, or are on probation or suspension, in the prior six (6) months. You may only apply for posted jobs for which you possess the required skills, competencies, and qualifications.

To apply for an open position, submit a job posting application to the Executive Director or his/her designee, along with an updated resume. List your job-related skills and accomplishments on the application. Also tell us how your education and your work experience here or elsewhere make you qualified for the new job.

We encourage you to talk with your supervisor about your career plans. We also encourage supervisors to support your efforts to gain experience and advance within LCC.

After you apply for a job, your supervisor may be contacted for information about your performance, skills, and attendance. Additionally your direct supervisor must provide a letter of reference. Any staffing limitations or other circumstances that might affect a possible transfer may also be discussed.

Job posting is a way to inform you of open jobs. It is also a way for the hiring manager to find out about qualified and interested applicants. In addition to posting, LCC may use other recruiting sources to fill open jobs.

We encourage you to refer friends who may be interested in working at LCC if they are qualified for an open position. You can give information about working at LCC, but be sure to not make any commitments or promises about employment.

You should submit your referral's resume or a completed application form to the Executive Director for a posted job.

## Employment Categories

It is important that you understand the definitions of the employment classifications at LCC and know your classification. The reason is because your employment classification helps determine your employment status and what benefits you are eligible for. If you have questions or are not sure what your employment classification is, see your supervisor.

These employment classifications do not guarantee employment with LCC for any specific period of time. You became an employee at LCC voluntarily and your employment is at will. "At will" means that you may terminate your employment at any time, with or without cause or advance notice. Likewise, "at will" means that LCC may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate applicable federal or state laws. Please note, we require a letter of resignation if you terminate your employment with LCC.

Depending on your job, you are either NONEXEMPT or EXEMPT from federal and state wage and hour laws. If you are a NONEXEMPT employee, you are entitled to overtime pay under the specific provisions of federal and state laws. If you are an EXEMPT employee, you are excluded from specific provisions of federal and state wage and hour laws. Your EXEMPT or NONEXEMPT classification may be changed only with written notification by LCC management.

Exempt employees are those who hold exempt executive, administrative or professional positions as defined under the Federal Fair Labor Standards Act (FLSA) and any applicable State laws. Exempt employees include department or division heads, supervisors, and some professional staff and technical staff, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions. Exempt employees will be so advised at the time of hire, transfer or promotion.

Non-Exempt Employees - Hourly employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or applicable state wage and hour laws. Non-exempt employees are entitled to an overtime premium in accordance with state and federal law.

In addition being a Nonexempt or Exempt employee, you also belong to one of the following employment categories:

You are a **REGULAR FULL-TIME** employee if you are not assigned to a temporary or introductory status AND you are regularly scheduled to work the LCC full-time schedule. **REGULAR FULL-TIME** employees are employees who are not in a temporary or introductory status AND who are regularly scheduled to work the full-time schedule at LCC. In most cases, regular full-time employees are eligible for all LCC benefit programs, subject to the terms, conditions, and limitations of each benefit program.

You are a **PART-TIME** employee if you are not in a temporary or introductory status AND you are regularly scheduled to work less than 37.50 hours per week. Part-time employees receive all legally mandated benefits, such as Social Security and workers' compensation insurance. Part-time employees are not eligible for the other LCC benefit programs.

You are an INTRODUCTORY employee if your performance is being evaluated to determine whether further employment in a specific position or with LCC is appropriate. When you satisfactorily complete the introductory period, you will be told about your new employment classification.

Unless otherwise specified, the benefits described in this handbook apply to full-time employees only. All other policies described in this handbook and communicated by LCC apply to all employees, with the exception of certain wage, salary and time-off limitations, which apply to non-exempt employees.

Unless otherwise specified, the benefits described in this handbook apply to full-time employees only. All other policies described in this handbook and communicated by LCC apply to all employees, with the exception of certain wage, salary and time-off limitations, which apply to non-exempt employees.

## **Access to Personnel Files**

LCC keeps personnel files on all employees. The personnel files include the job applications and related hiring documents, training records, performance documentation, salary history, and other employment records.

The official personnel file for each employee shall be maintained by the administration office. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized supervisory personnel on a need-to-know basis. Records relating to any medical condition, including on-the-job accidents, medical leave, reasonable accommodations, workers' compensation claims and similar categories of documents will be maintained in a medical file. Electronic personnel and medical records must be protected from unauthorized access.

Personnel files are the property of LCC. Because personnel files contain confidential information, the only people who can see them are people with a legitimate business reason.

If you wish to review your own file, contact the Executive Director. You will need to give advance notice if you wish to see your file. You may review your file only when a representative of LCC is also present. LCC maintains a personnel file for each of its employees. Your personnel file includes such information as your job application, resume, and other employment records. As a current employee, you may inspect your personnel file after you have given your request in writing to the Executive Director.

Keeping an employee's personnel file up-to-date is important with regard to pay, deductions, benefits and other information.

With advance notice, an employee may see information that is kept in the employee's own personnel file if the employee wishes, and the employee may request and receive copies of all documents that the employee has signed. To do this, the employee should make arrangements with the employee's supervisor or the Executive Director, who must be present when the employee is viewing your file. The employee or authorized representative may view the personnel records in the presence of a representative from the Board. The employee may not remove any documents from the personnel file.

## **Reviewing Personnel Records**

All current employees may request to access their personnel file using the procedure outlined in this policy. Former employees whose employment with LCC's terminated no more than 2 years ago may also request access to their personnel file. Representatives of current or former employees may also request access to an

employee's personnel file on behalf of the employee, provided that the representative is authorized to do so in writing by the employee.

Within a reasonable time after receiving an employee's written or oral request by mutual agreement of the employee and LCC, LCC will provide the employee or former employee or an authorized representative with access to the employee's personnel records.

### **Frequency of Requests**

In most instances, inspections are limited to once each calendar year.

If you wish to review your personnel file, contact the Executive Director. Requests by employees for copies of portions of the official file will be considered and granted at the discretion of the Executive Director.

### **Comments to Personnel File**

Employees who disagree with any information in their personnel files may request removal or revision of the information by the Executive Director. However, it is in the sole discretion of LCC whether any information will be removed or revised in an employee's personnel file.

### **Employment Reference Checks**

To ensure that individuals who join LCC are well qualified and have a strong potential to be productive and successful, it is the policy of LCC to check the employment references of all applicants.

The Executive Director will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, and position held.

### **Personnel Data Changes**

It is important that LCC have certain personal information about you in our records. You need to tell us as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information. We also need to have information about who to contact in case of an emergency. To change your personal information or if you have questions about what information is required, contact the Executive Director or his/her designee. To keep your records up to date, it is important that you notify your supervisor or the Executive Director if you change or need to correct any of the following information:

Name;  
Social security number;  
Address;  
Telephone number;  
Marital status;  
Military status;  
Number of dependents;  
Insurance beneficiary; or  
Emergency contact.

### **Benefits Information**

- Dependent information, especially an addition or deletion
- Change of beneficiary (life insurance, pension plan)
- Divorce, including name and address of ex-spouse or civil union partner

### **Payroll Information**

- Changes in the number of exemptions on a W-4 income tax form
- Change of address

### **Introductory Period**

LCC has an introductory period for new employees. During the introductory period, we will evaluate your work habits and abilities to make sure that you can perform your job satisfactorily. The introductory period also gives you time to decide if the new job meets your expectations.

Since your employment with LCC is voluntary and at-will, you may terminate your employment at any time during or after the introductory period, with or without cause or advance notice. Likewise, LCC also may terminate your employment at any time during or after the introductory period, with or without cause or advance notice. Please note we require a letter a resignation if you terminate your employment with Lakeland Children's Center.

The introductory period for all new and rehired employees is the first ninety (90) calendar days after their hire date. If you are promoted or transferred within LCC, you will be asked to complete a secondary introductory period of the same length when you start the new position.

If you are absent for a significant amount of time during your introductory period, the length of the absence will automatically extend the introductory period. We may also extend the introductory period if we decide it was not long enough to evaluate your performance. This could happen either during or at the end of the introductory period.

If you go through a secondary introductory period because of a promotion or transfer, and it appears that you are not performing satisfactorily in the new job, you may be removed from the new job. If this happens, you may be allowed to return to your former job or to a comparable job for which you are qualified. This will depend on our business needs and whether a comparable job is available.

When employees satisfactorily complete the first introductory period, they are assigned to the "regular" employment classification.

During the first introductory period, new employees are eligible for those benefits that are required by law, such as Social Security and workers' compensation insurance. After becoming regular employees, they may also be eligible for other LCC benefit programs, subject to the terms and conditions of each benefit program. Your benefits eligibility and employment status will not change if you go through a subsequent introductory period due to a promotion or transfer within LCC.

### **Employment Applications**

We rely on the accuracy of the information you put on your employment application. We also expect that you and your references give accurate and true information during the hiring process and employment. If we find that any information is misleading, false, or was left out on purpose, we may reject an applicant from further consideration. If the person was already hired, it could result in termination of employment.

## **Performance Evaluation**

We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are done at the end of your introductory period for any new position. The introductory period is a time for you and your supervisor to talk about your job responsibilities and the performance requirements of the job. In addition, you and your supervisor will have formal performance evaluations to discuss your work and goals, to identify and correct weaknesses, and to encourage and recognize your strengths.

Performance evaluations are usually done every twelve (12) months at the end of the school year.

We may give merit-based pay adjustments to some employees to recognize truly superior employee performance. These adjustments are based on a number of factors including the information documented by the formal performance evaluations.

## **Job Descriptions**

A job description may include the following sections: job information; job summary (gives a general overview of the job's purpose); essential duties and responsibilities; supervisory responsibilities; qualifications (includes education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required); physical demands; and work environment.

We use the job descriptions to help new employees understand their jobs and their responsibilities. We also use job descriptions to identify the requirements of a job, set up the hiring criteria, set standards for employee performance evaluations, and establish a basis for making reasonable accommodations for individuals with disabilities.

Your job description does not necessarily cover every task or duty that you might be assigned. You may be assigned additional responsibilities as necessary. If you have questions or concerns about your job description, contact the Executive Director.

## **Salary Administration**

### **Payroll System**

Employees are paid on a bi-weekly schedule through Direct Deposit in an account of the employees choosing. Payroll covers a two week period (26 pay periods a year). When a scheduled payday falls on a nonworking day, employees will be paid the last working day prior to the regular payday.

Payroll deposit receipts can be obtained by logging into your payroll account or requesting a copy from the book keeper in the administration office.

Payroll stubs include a statement detailing earnings and deductions. LCC will annually supply employees with the compensation information (Form W-2) needed to file federal and



state income tax reports.

It is not the organization's policy to advance any portion of an employee's paycheck.

## **Social Security**

Employees of LCC are covered under Social Security. Federal law requires employees to contribute a certain percentage of earnings to Social Security which includes Medicare.

LCC contributes the employer's share in compliance with the Federal Insurance Contributions Act (FICA).

Employees may contact the nearest Social Security Administration office for an account status report. Employees are encouraged to do this every three years to ensure records are accurate and up-to-date.

## **Medical Information Privacy**

This policy describes how health information about you may be used and disclosed and how you can get access to this information. If you have any questions, ask your direct supervisor or the Executive Director.

LCC is committed to keeping our employees' personal information private. This policy of privacy applies to our health plans that are covered by state or federal law, for example health benefit plans, dental plans, employee assistance plans, and pharmacy benefit programs. We will refer to all of these plans in this policy as the Benefit Plans.

The Benefit Plans are required by federal and state law to protect the privacy of your health information and other personal information, and to provide you with notice about our policies and protections. When the Benefit Plans use or disclose your protected health information, the Benefit Plans promise to respect the privacy of that information.

The Benefit Plans will not use your protected health information or disclose it to others without your permission, except for the following reasons:

- \* Treatment
- \* Payment
- \* Health Care Operations
- \* Disclosure to Employer or Operating Company
- \* Disclosure to Health Care Vendors and Accreditation Organizations
- \* Public Health Activities
- \* Health Oversight Activities
- \* Research
- \* To Comply with the Law
- \* Judicial and Administrative Proceedings

\* When required by Law Enforcement Officials

\* Health or Safety

\* Government Functions

\* Workers' Compensation

The Benefit Plans may also disclose your protected health information when necessary to file claims with other insurance carriers.

The Benefit Plans will not use or disclose your protected health information for any purpose other than the purposes described in this policy without your written okay and agreement. You may take back an authorization that you gave before by sending a written request to the Executive Office, but not about any actions the Benefit Plans have already taken.

The Benefit Plans may disclose protected health information about you to a relative, a friend or any other person you identify, provided the information is directly relevant to that person's involvement with your health care or payment for your care. For example, if a family member or a caregiver calls us with knowledge of your protected health information, we may confirm it or answer questions about it. You have the right to stop or limit this type of disclosure by contacting the Executive Office. If you are a minor, you also may have the right to block your parents' access to your protected health information, if permitted by state law.

You have the right to additional restrictions on who can see your protected health information. While the Benefit Plans will consider all requests for restrictions carefully, they are not required to agree to a requested restriction.

You have the right to confidential communications about your protected health information confidentially. While the Benefit Plans will consider reasonable requests carefully, the Benefit Plans are not required to agree to all requests.

You have the right to see and copy your protected health information. If you ask for copies, the Benefit Plans may charge you copying and mailing costs.

You have the right to make corrections to your protected health information. If your doctor or another person created the information that you want to change, you should ask that person to change the information.

You have the right to know who your protected health information is disclosed to. If you request an accounting more than once during any 12-month period, the Benefit Plans will charge you a reasonable fee for each accounting statement after the first one.

You have the right to a paper copy of this policy. You may contact the Executive Office to obtain a paper copy of this policy, even if you agreed to receive this policy electronically.

If you want to make any of the requests listed above, you must contact the Executive Office.

If you want more information about your privacy rights, do not understand your privacy rights, are concerned that the Benefit Plans have not respected your privacy rights, or disagree with a decision that the Plans made about who can see your protected health information, you may contact the Executive Office. You may also file written complaints with the Secretary of the U. S. Department of Health and Human Services. We will not take any action against you if you file a complaint with the Secretary of Health and Human Services or the Executive Office.

Finally, the Benefit Plans may change this policy at any time. If the policy is changed, the Benefit Plans may make the new policy effective for all of your protected health information that the Benefit Plans maintain, including any information created or received before the new policy. If the Benefit Plans change this policy, you will be notified of the change.

## **Employee Benefits**

LCC gives eligible employees many benefits.

At the time an employee is hired, the employee is classified as either a full-time, part-time, or introductory and is also informed whether the employee qualifies for overtime pay. Unless otherwise specified, the benefits described in this handbook apply to full-time employees only. All other policies described in this handbook and communicated by LCC apply to all employees, with the exception of certain wage, salary and time-off limitations, which apply to non-exempt employees.

There are several factors that decide if you are eligible for a benefit. One important factor is your employment classification. See your supervisor to find out which benefit programs you are eligible for.

This employee handbook contains policies describing many of the benefit programs. Sometimes a policy will tell you that there is more information in another place such as the Summary Plan Document.

## **Child Care Benefits**

We offer child care assistance to help parents who work at LCC. Employees in the following employment classifications are eligible for the child care assistance:

- \* All employees

LCC allows employees to register their children in our before and after-school program at no cost to the employee, up to two (2) children, provided the specific site has space available. Children may only come to the center, free of charge, on the days the employee is working. All enrollment paperwork must be completed and reviewed prior to an employee's child beginning.

An employee may not work in the same school as their child is attending without prior permission from the Executive Director.

## **Holidays**

LCC is closed when Lakeland Central School District is closed, this includes summers and school holidays. LCC exclusively follows the LCSD calendar, including snow days.

Eligible employees will be paid for holiday time off. If you are eligible, your holiday pay will be calculated at your straight-time pay rate. Employees in the following employment classifications are eligible for holiday time off with pay immediately:

- \* Regular full-time employees

If you are eligible for paid holidays and on the holiday you are on a paid absence, such as vacation or sick leave, you will not receive holiday pay. We do not count holiday paid time off as hours worked when calculating overtime.

## **Major Holidays**

Ten major holidays are observed annually by the entire organization. These are:

New Years Day  
Martin Luther King Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

Please review the Lakeland Central School Districts Calendar for the Holiday schedule.

### Workers' Compensation Insurance

LCC provides a comprehensive workers' compensation insurance program to our employees. This program does not cost you anything.

The workers' compensation program covers injuries or illnesses that might happen during the course of your employment that require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if you are hospitalized, the benefits begin immediately.

Worker's Compensation protection applies to employees who sustain work-connected (occupational) injury or illness in the office or while traveling on behalf of the organization.

It is very important that you tell your supervisor immediately about any work-related injury or illness, regardless of how minor it might seem at the time. Prompt reporting helps to make sure that you qualify for coverage as quickly as possible and lets us investigate the matter promptly.

Workers' compensation covers only work-related injuries and illnesses. Neither LCC nor its insurance carrier will pay workers' compensation benefits for injuries that might happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that we might sponsor.

### **Sick Leave Benefits**

LCC provides paid time off benefits to all employees who are temporarily absent due to illness or injury. If you exceed the amount of earned sick leave hours you have accrued, you will not be paid for any additional time off, as applicable.

If you cannot report to work because of an illness or injury, you should notify the Executive Office before the scheduled start of your workday, as well as your direct supervisor. The Administrative Office must also be contacted on each additional day of absence.

If you are absent for three (3) or more consecutive days due to illness or injury, you must give us a doctor's statement that states you are ill or injured, when it began, and when you should be able to return to work. We may also request a similar statement for other sick leave absences of less than three (3) days. Before you can return to work after a sick leave absence of three (3) calendar days or more, you must give us a doctor's statement that you may safely return to work.

Your sick leave benefits will be calculated based on your base pay rate at the time of your absence. Sick leave benefits do not include any special forms of compensation, such as incentives, commissions,

Sick days may not be accrued and therefore may not be carried over to the next school year.

You will not be paid for unused sick leave benefits while you are employed and you will also not be paid for unused sick leave benefits when your employment terminates.

You may use sick leave benefits to be absent because you are ill or injured. You can also use sick leave to be absent because of the illness or injury of your child, parent, or spouse.

The purpose of this policy is to comply with the New York paid sick leave law.

## **Paid Time Off**

### **Eligibility and Accrual**

Employees shall accumulate one hour of paid sick leave (“Sick Leave”) for every thirty (30) hours worked, up to a maximum of forty (40) hours of accrued Sick Leave per calendar year. Sick Leave may only be earned for hours worked within New York.

An employee shall be entitled to begin using Sick Leave on 30 days after time of hire.

### **Use of Sick Leave**

Employees may use Sick Leave for absences from work due to:

- Mental or physical illness, injury or health condition of an employee or the employee’s family member (regardless of whether a diagnosis has been obtained);
- Diagnosis, care or treatment of a mental or physical illness injury, or health condition of, or the need for medical diagnosis of, or preventative care for, the employee or employee’s family member; or
- Absence when an employee or employee’s family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking and seeks or obtains services, including from a shelter, attorney or law enforcement, or takes “any other action to ensure the health or safety of the employee or family member or to protect those who associate or work with the employee.

Where such need is foreseeable, employees should provide reasonable advance notice of the intention to use Sick Leave, but in no event shall such notice be required more than seven (7) days prior to the date such sick leave is expected to begin. Where such need is not foreseeable, employees are encouraged to provide notice of the need for the use of Sick Leave as soon as possible. Employees shall, in good faith, determine how much earned Sick Leave they need to use, except that the minimum increment for the use of Sick Leave is two (2) hours per day.

For an absence of more than three (3) consecutive work days, LCC may require reasonable documentation of the need for Sick Leave. Documentation signed by a licensed health care provider indicating the need for the amount of Sick Leave taken shall be considered reasonable documentation and, unless required or permitted by federal, state, or local law, LCC shall not require that such documentation specify the nature of the employee's or the employee's family member's injury, illness, or condition.

Employees are encouraged to keep records of their Sick Leave earned and used. Supervisors or other designated persons in the department should also maintain records of Sick Leave.

### **Carry-Over of Sick Leave**

We do not carry over sick leave

## **New York Paid Family Leave**

LCC provides leave according to the New York Paid Family Leave Benefits Law (NYPFL), which provides for paid, job-protected leave to covered employees in certain circumstances.

### **Eligibility**

To qualify for NYPFL leave, you must have worked for LCC for 26 or more consecutive weeks if you work a regular work schedule of 20 or more hours per week. Employees with a regular work schedule of less than 20 hours per week are eligible after they have worked for LCC for 175 days.

### **Leave Policy**

If eligible, you may take up to [10/12] weeks of paid family leave under the NYPFL. Upon returning from an approved paid family leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and expectations provided by law.

### **Leave Entitlement**

You may take up to [10/12] weeks of NYPFL leave in a 52-week calendar period for any of the following reasons:

- To participate in providing care, including physical or psychological care, for a family member with a serious health condition.
- To bond with your son or daughter during the 52-week period after the child's birth.
- To prepare for or bond with an adopted or foster child (leave must be completed by the earlier of either 52 weeks after the first day leave was taken, or from the date of the adoption or placement of the child).
- A qualifying reason as provided for under the FMLA when your spouse, domestic partner, child, or parent is deployed on active military duty or has been notified of an impending call or order to active military duty.

Employees who are also eligible for New York State disability benefits can only receive a combined amount of 26 weeks of disability and paid family leave benefits during a 52-week calendar period.

### **Both Spouses Employed by LCC**

If both spouses request the same period of NYPFL leave to bond with the same child, LCC reserves the right to deny one spouse's request.

### **Notice of Leave**

If your need for NYPFL leave is foreseeable, you must give LCC at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as possible (within one to two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying NYPFL leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult LCC first regarding the dates of this treatment to work out a schedule that best suits the needs of the employee or the covered military member, if applicable, and LCC.

Where the need for leave is not foreseeable, you are expected to notify LCC within one to two business days of learning of your need for leave, except in extraordinary circumstances. LCC has NYPFL leave request forms available from the Executive Offices. Please submit a written request, using this form, when requesting leave.

### **Certification of Need for Leave**

If you are requesting NYPFL leave, you must complete a Request for Paid Family Leave form and provide supporting documentation of the need for leave and submit it to LCC's Insurance Carrier within 30 days of the first day of leave. LCC reserves the right to request additional documentation

### **Reporting While on Leave**

If you take leave, you must contact LCC every four weeks regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

### **Paid Family Leave**

While on family leave, you will be entitled to [60/67]% of your average weekly wages up to [60/67]% of the state average weekly wage. You may use any accrued but unused [vacation/paid time off/sick days/personal days] to supplement your paid family leave benefits up to your full [salary/wages].

Supplementation with accrued but unused [vacation/paid time off/sick days/personal days] does not extend the length of the paid family leave period. In no case can the use of [vacation/paid time off/sick days/personal days] result in your receipt of more than 100% of your salary.

LCC reserves the right to request reimbursement for any paid leave benefits paid to an employee who uses vacation or personal while on paid family leave.

### **Medical and Other Benefits**

As applicable.

### **Intermittent and Reduced Schedule Leave**

NYPFL leave may be taken intermittently in full day increments.

### **Returning from Leave**

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

### **Time Off to Vote**

LCC wants employees who are citizens to vote in elections. If, you are a full time, salaried employee and it is impossible for you to vote before work or after work, we will give you up to two (2) hours paid time off to vote during working hours.

If you need time off to vote, see your supervisor for the time off at least two (2) days before the election day. To get paid for the time you take off to vote, you must show your voter's receipt to your supervisor the first work day after the election.

### **Bereavement Leave**

LCC provides bereavement leave to employees who need to take time off because an immediate family member died. To ask for bereavement leave, see your supervisor.

Employees in the following employment classifications are eligible for bereavement leave with pay as follows:

- \* Regular full-time employees (up to 3 days per fiscal year)
- \* Regular part-time employees (up to 2 days per fiscal year)

While you are on a paid bereavement leave, you will get your base pay rate but you will not get any special forms of pay, such as incentives, commissions, bonuses, or shift differentials.

We normally will give you bereavement leave unless there are business reasons that require you be at work. With your supervisor's approval, you can use any available paid leave benefits you have, such as vacation, if you need more time off.

For bereavement leave, "immediate family" means your spouse, parent, child, brother, or sister; your spouse's parent, child, brother, or sister; your child's spouse; your grandparent or your grandchild.

### **Military Leave**

If an employee serves in the National Guard or another reserve unit, leave without pay may be taken to participate in annual training programs. The leave should not exceed two weeks in any one fiscal year. The employee will continue to accrue vacation time and sick leave. If there is a national emergency and an employee begins an extended military service, he/she will be placed on leave without pay. All rights as an employee will be protected according to prevailing law.

### **Jury Duty**

**See Print out page 26A**

### **Witness Duty**

If you get a subpoena to testify in court, LCC will give you time off to be a witness. If you are summoned to be a witness for LCC or if we ask you to testify, we will give you time off without pay.

If you have to go to court to be a witness for someone other than LCC, we will give you time off without pay. You may also use any available paid leave benefits you have, such as vacation, to be paid for any unpaid time off you have to take.



If you need to get time off to be a witness, show the subpoena to your supervisor as soon as you receive it. We expect you to report for work whenever you are not needed in court. A copy of the subpoena will need to be provided.

### **Benefits Continuation (COBRA)**

Currently we do not offer any COBRA benefits.

Federal regulations (COBRA) provide an opportunity for the exiting employee to continue his/her medical coverage, at his/her own expense, through the organizations group medical contracts. Continuation of coverage is also extended to those eligible dependents of the employee. This opportunity is made available to help ensure continuous coverage between employers. The coverage is offered for a limited time period following the last day of employment from our organization. Detailed eligibility rules and regulations will be provided to the exiting employee during the exit interview.

### **Educational Assistance**

LCC offers an educational assistance to encourage employees to maintain and improve their job-related skills through formal education.

Employees in the following employment classifications are eligible for the educational assistance program:

- \* Regular full-time employees
- \* Regular part-time employees

Not every course is eligible for the educational assistance. To be eligible, a course or a group of courses that are part of a degree, licensing, or certification program must be related to your current job duties or to a position you might have at LCC in the foreseeable future. LCC will make the final decision about whether a course or program is eligible for educational assistance and is related to your current job or a future one. If you have questions about educational assistance, contact the Executive Director for more information.

We hope that educational assistance will develop your skills but we do not promise or guarantee that more education will result in promotions, new job assignments, or pay increases.

### **Vacation Time**

LCC provides vacation time to eligible employees. Vacation time is an all-purpose time-off policy. You can use vacation time any purpose.

Employees in the following employment classifications are eligible for VACATION TIME:

- \* Regular full-time employees

If you need to be absent from work unexpectedly, you should tell the Executive Director before the scheduled start of your workday, if possible. Your supervisor must also be contacted on each additional day of an unexpected absence.

To schedule planned VACATION TIME, you should first ask for advance approval from your supervisor. Each request will be reviewed based on a number of factors, including our business needs and staffing requirements. Secondly you must request Paid Time Off via our Paychex system.

You will be paid for VACATION TIME at your base pay rate as of the time of the absence. VACATION TIME pay does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

If you use VACATION TIME for an extended absence because of an illness or injury, you also must apply for any other available compensation and benefits, such as workers' compensation. Your VACATION TIME will be used to supplement any payments that you are eligible for from state disability insurance, workers' compensation, or LCC-provided disability insurance programs. The combination of these disability payments and your VACATION TIME may not be more than your normal weekly pay.

If you do not use your available VACATION TIME by the end of the benefit year, you will not be able to carry over to the following year.

If your employment terminates, you will NOT be paid for any unused VACATION TIME that has been earned through your last day of work.

The following benefit programs are available to eligible employees:

**\*VACATION TIME**

Site Supervisors will receive a total of 5 vacation days and earned sick leave up to 40 hours.

Administrative Office Staff: 10 vacation days and earned sick leave days.

Executive Director: 15 vacation days and earned sick leave days

Site Supervisors will not be permitted to

**Attendance and Punctuality**

We expect LCC employees to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work or you will be late for any reason, you must notify your supervisor as soon as possible.

The success of LCC depends upon the cooperation and commitment of each member of our team. Therefore, your attendance and punctuality are extremely important. Your responsibility to LCC requires good attendance and punctuality.

**Time Records**

Federal and state law requires us to keep a complete and accurate record of time worked by our employees. Employees, therefore, must record their daily time worked, and submit their lists of the number of daily hours worked to the employee's supervisor or to the Executive Director or the Chair's designee(s) every week on the day designated by the Executive Director.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action, up to and including termination of employment.

**Life Insurance**

LCC offers a basic life insurance plan for eligible employees.

Employees in the following employment classifications are eligible to enroll in the life insurance plan:

\* Regular full-time employees

The eligible employees may participate in the life insurance plan subject to the terms and conditions of the agreement between LCC and its insurance carrier.

There are more details about our basic life insurance plan in the Summary Plan Description. If you have questions about our life insurance plan, contact the Executive Offices for more information.

## **Timekeeping**

Nonexempt employees are responsible for accurately recording the hours they work. The law requires LCC to keep accurate records of "time worked" in order to correctly calculate employee pay and benefits. "Time worked" means all the time that nonexempt employees spend performing their assigned work.

If you are a nonexempt employee, you must accurately record the time you start and stop work, when you start and end any meal periods or split shifts, and when you leave the workplace for personal reasons. Before you work any overtime, you must always get advance approval.

Falsifying time records is a serious matter. You may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. If you do any of these actions, you may be subject to disciplinary action, up to and including termination.

If you are a nonexempt employee, you should not start working more than 10 minutes before your scheduled start time. You should also not continue working more than 10 minutes after your schedule end.

## **Safety**

Our workplace safety program is a top priority at LCC. We want LCC to be a safe and healthy place for employees, customers, and visitors. The Executive Offices is responsible for implementing, administering, monitoring, and evaluating the safety program. A successful safety program depends on everyone being alert and committed to safety.

We regularly communicate in different ways with employees about workplace safety and health issues. These communications may include supervisor-employee meetings, bulletin board postings, memos, or other written communications.

You are expected to obey all safety rules and be careful at work. You must immediately report any unsafe condition to the appropriate supervisor. If you violate LCC safety standards, you may be subject to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you tell the Executive Offices or the appropriate supervisor immediately about any accident that causes an injury, no matter how minor it might seem at the time. When you report it quickly, we can investigate the accident promptly, follow the laws, and start insurance and worker's compensation processing.

## **Work Schedules**

Our staffing needs and work demands may require that we change the starting and ending times of work schedules. We may also need to change the number of work hours that are scheduled each day and week. Work schedules are dependent on registration and are eligible to change with little notice.

Flexible scheduling, or flextime, is available to some employees. Flextime lets you vary the times you start and end work each day within certain time limits. To have flextime, you and your supervisor and or the Executive Director must agree on the schedule together. Before we can approve flextime, we will also look at our staffing needs, your performance, and the needs of your job. If you are interested in flextime, talk with your supervisor.

### **Use of Phone and Mail Systems**

Our telephone communications are an important reflection of our image to customers and the community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally, repeat information back to the caller, and only hang up after the caller hangs up. The use of cell phones during center hours is strictly prohibited.

### **Smoking**

In an effort to improve the general health and the work environment for employees at LCC, smoking is prohibited in all LCC facilities, including individual private offices.

### **Overtime**

There may be times when LCC cannot meet its operating requirements or other needs during regular working hours. If this happens, we may give employees the opportunity to work overtime.

It is our policy that no overtime can be worked without the approval and authorization of the Executive Director. We try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

Nonexempt employees will receive overtime pay in accordance with the federal and state wage and hour laws. Overtime pay is based on the actual hours worked. For this reason, time off for sick pay, vacation pay.

### **Overtime Pay**

Under the Federal Fair Labor Standards Act (FLSA), certain employees in managerial, supervisory, administrative or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$100,000 per year, depending on their job duties. Your Supervisor shall notify Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the standard workweek and any additional hours needed to fulfill their responsibilities.

All other employees are classified as Non-Exempt and are subject to the provisions of the FLSA. The employee's supervisor or department/division head will notify the employee if the employee's job is subject to required overtime. If there is a need for extra hours or because of an overtime requirement, it is the employee's responsibility to fulfill the requirements of LCC job first.

From time to time, it may be necessary for a non-exempt employee to perform overtime work in order to complete a job. All overtime must be approved in advance by the employee's supervisor or the Executive Offices. When it is necessary to work overtime, employees are expected to cooperate as a condition of employment. Non-Exempt employees working overtime without prior approval may be subject to disciplinary action up to and including termination

If you are a non-exempt employee, please obtain the prior approval of the employee's supervisor or the Executive Director authorizing the overtime. You will receive time and one-half for all hours worked in excess of

forty (40) hours per week. Vacation, sick, personal days and all other leaves, will not be considered hours worked for overtime purposes.

### **Emergency Closings**

There may be times when emergencies, such as severe weather, fires, power failures, or earthquakes, disrupt normal business operations at LCC. We may even have to close a work facility. If we decide to close during nonworking hours, we will ask local radio and/or television stations to announce that we will be closed.

LCC may pay up to five (5) days of emergency time off, per school year, this includes but is not limited to snow days, this is at the discretion of LCC and is not guaranteed. If an emergency closing is not authorized and you do not report for work, you will not be paid for the time off. You may request to use any available paid time off you have and it will be approved on a case by case basis.

There may also be some times when we ask employees in essential operations to work on a day when we are officially closed due to an emergency. If we ask you to work on a day when we are officially closed, we will pay you your regular pay.

### **Business Travel Expenses**

We will reimburse you for reasonable business travel expenses if the Executive Director approves the travel in advance. After a trip is approved, you are responsible for making your own travel arrangements.

We reimburse approved travel expenses such as travel, meals, lodging, and other expenses as long as they were necessary to meet the objectives of the trip. You are expected to keep expenses within reasonable limits.

If you are involved in an accident while on business travel, immediately report the accident to your supervisor.

When a business trip is over, submit your completed travel expense report within thirty (30) days. With your expense report, you must also submit receipts for every expense item.

See your supervisor for help and questions about business travel, expense reports, or any other travel issues. It is a very serious matter if you record false or misleading information on your expense report. You may not request reimbursement for expenses that you did not have or that were not business-related. Employees who do not follow this business travel policy could be subject to disciplinary action, up to and including termination of employment.

### **Visitors in the Workplace**

Only visitors who are properly authorized may be on LCC premises. This helps to maintain safety standards, safeguard employee and customer welfare, protect our property and facilities, guard confidential information against theft, and reduce potential distractions and disturbances.

All visitors should enter LCC at the Children's Center Entrance. If you have visitors, you are responsible for their conduct and to watch out for their safety.

If you see an unauthorized person at work, notify your supervisor immediately or direct the person to the Children's Center Entrance.

## **Computer, Telephone, Fax Machine, Email, Voice Mail, and Internet Usage**

Effective communication with each other is vital to LCC's success. Thus, LCC has the obligation to ensure that its resources are used properly and within the guidelines it has established. To meet its obligation, in the event LCC provides computers, computer files, voice mail, e-mail, access to the Internet, or other electronic communications (the "systems") for business use, the systems may be used for business purposes only during working time and the information stored on these systems and transmitted through these systems must have a business purpose if used during working time. Consequently, the use of this equipment and these systems for personal reasons is strictly prohibited during working time. You should have NO EXPECTATION OF PRIVACY in any and all information stored on these systems and/or transmitted through these systems, including but not limited to your personal, web-based email accessed on or through the systems.

LCC provides certain employees access to the internet at both desktop and remote locations. This access may include an email account designated to the employee specifically. All employees with such access are affected by this policy. Violations of this policy may result in disciplinary action up to and including discharge.

LCC may access and monitor its electronic communications systems and obtain the communications within the systems, without notice to users of the system. LCC's monitoring of its systems will include, but is not limited to, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing communications, logins and other uses of the systems, as well as keystroke capturing and/or other network sniffing technologies. Any and all activity, including that on a personal web-based email account which is accessed in violation of this policy, is subject to this access and monitoring provision. The reasons for which LCC may obtain such access include, but are not limited to, maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; insuring that LCC's operations continue appropriately during an employee's absence or unavailability; disclosure of confidential business or proprietary information; and monitoring and ensuring work flow and productivity.

LCC must be given all applicable passwords or codes. LCC may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

LCC's policy prohibiting all forms of harassment, in its entirety, applies fully to use of LCC computers and electronic communications systems. No one may use LCC computers or electronic communications in a manner that may be construed by others as harassment or offensive based on race, national origin, sex, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

The systems may not be used to solicit for religious or political causes, outside organizations or other personal matters unrelated to LCC business during working time. No one may access, or attempt to obtain access, to another individual's electronic communications without appropriate authorization. Violators of this policy may be disciplined, up to and including discharge.

### *B. Prohibited Uses*

Prohibited uses of telephones, fax machines, computers, voice mail, email and the Internet include, but are not limited to the following: communications regarding outside business ventures, advertising for personal enterprises or soliciting for non- LCC -related purposes.

Personal communications consisting of a social nature which are not work-related must be kept at a minimum. Personal long distance calls and toll calls are prohibited except for emergencies. 900 calls are strictly prohibited. Incoming and outgoing communications that are personal but emergent or urgent may be made at any time.

Employees may download only those items that are required for proper function of the computer. All other downloads are prohibited. These downloads include, but are not limited to, music, movies and games.

Please speak to your supervisor or the Executive Offices if you have any questions regarding this policy.

## **Workplace Violence Prevention**

We are committed to preventing workplace violence and making LCC a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at anytime.

You are expected to treat your co-workers, including supervisors and temporary employees, with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people. We do not allow firearms, weapons, and other dangerous or hazardous devices and substances on the premises of LCC without proper authorization.

LCC does not allow behavior at any time that threatens, intimidates, bullies, or coerces another employee, a customer, or a member of the public. This includes off-duty periods. We do not permit any act of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

You should immediately report a threat of violence or an act of violence by anyone to your supervisor or another member of management. If you report a threat of violence, give every detail you can.

Be sure to immediately report any suspicious person or activities to a supervisor. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical. Until we have investigated a report, we may suspend an employee, either with or without pay, if we think it is necessary for safety reasons or to do the investigation.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including termination of employment.

If you are having a dispute with another employee, we encourage you to talk it over with your supervisor or the Executive Director. LCC wants to help you work out problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention. LCC will not tolerate any threats or acts of violence of any kind from any employee. The purpose of this policy is to minimize the risk of personal injury to employees and damage to LCC property.

It is LCC's belief that certain steps be taken early on to identify potential instances of violence. LCC does not expect, and in fact, specifically discourages you from engaging in any physical confrontation with a violent or potentially violent individual. However, it is essential that all employees recognize and identify potentially dangerous situations. All potentially dangerous situations, including threats by co-workers, volunteers, and external threats, should be reported immediately to your supervisor or to the Executive Director.

Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on LCC's property, at LCC events or under other circumstances that may negatively affect LCC's operations. Employees are prohibited from making threats or engaging in violent activities.

Prohibited conduct includes, but is not limited to:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person;
- Intentionally damaging employer property or property of another employee; and Possession of a weapon while on LCC's property or while on LCC's business except with the authority of the Police Chief.

Any potentially dangerous situations must be immediately reported. LCC's will actively intervene in any potentially hostile or violent situation. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination.



## **Cell Phone Usage**

LCC prohibits employees using cell phones while actively supervising children. OCFS guidelines state that staff may not use their personal device during center hours.

Every school site has a land line that every employee is free to use for emergency purposes.

Employees that are found using personal cell phones will be formally written up by their Supervisor. Continued use may require disciplinary action.

## **Employee Conduct and Work Rules**

We expect you to follow certain work rules and conduct yourself in ways that protect the interests and safety of all employees and LCC.

While it is impossible to list every action that is unacceptable conduct, the following lists some examples. Employees who break work rules such as these may be subject to disciplinary action, up to and including termination of employment:

- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping records
- \* Working under the influence of alcohol or illegal drugs
- \* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Insubordination or other disrespectful conduct
- \* Violation of safety or health rules
- \* Smoking in prohibited areas
- \* Sexual or other unlawful or unwelcome harassment
- \* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- \* Excessive absenteeism or any absence without notice
- \* Unauthorized disclosure of business "secrets" or confidential information
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct.

Since your employment with LCC is voluntary and at will, you may terminate your employment at any time you want, with or without cause or advance notice. Likewise, LCC may terminate your employment at any time, with or without cause or advance notice.

## **Drug and Alcohol Use**

LCC is committed to being a drug-free, healthful, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

LCC employees may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on LCC premises or while conducting any business-related activity away from LCC premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. We may also require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

Under the Drug-Free Workplace Act, if you perform work for a government contract or grant, you must notify LCC if you have a criminal conviction for drug-related activity that happened at work. You must make the report within five (5) days of the conviction. The use, possession, sale or transfer of illegal drugs while engaged in LCC activities is strictly forbidden. The use, possession, sale or transfer of any prescription drug that has not been properly prescribed to you while engaged in LCC activities is also strictly forbidden.

Employees using medication which may impact their ability to perform their job safely must notify your supervisor or the Executive Director without disclosing the identity of their medication. The employee will be required to obtain documentation from the employee's physician which provides that the medication will not interfere with the employee's ability to perform their job safely or provides any work restrictions. An employee may continue to work if it is determined that the medication will not adversely effect the employee's performance or if it is determined that a reasonable accommodation can be made.

The use, possession, sale or transfer of alcoholic beverages while engaged in LCC activities is strictly forbidden. If your supervisor or the Executive Director has reason to believe that an employee is not fit for work, that employee may be sent for medical examination that may include a drug and/or an alcohol test. A positive test reading for drugs and/or alcohol may result in disciplinary action up to and including immediate termination. Failure to submit to a test may also result in disciplinary action up to and including immediate termination.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal or state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform their supervisor or the Executive Director if they believe the medication will impair their job performance, safety or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of the medication.

From time to time, LCC may sponsor or hold social events for employees. Unless otherwise communicated in writing signed by the employee's supervisor, employees should understand that attendance at these events is strictly voluntary and does not constitute part of the employee's work-related duties as an employee. Alcoholic beverages may be available at these events. Employees who are 21 years of age or older are permitted to consume alcohol when participating in LCC sanctioned events. This policy does not prohibit the use or consumption of alcohol at such events. However, if employees choose to consume alcoholic beverages at such events, they must do so in a responsible manner and maintain their obligation to conduct themselves properly and professionally at all times. Employees should call a taxi or appoint a designated driver for their transportation needs when appropriate.

## Social Media

This policy establishes a set of rules and guidelines for any activity and participation in “social media” by all LCC (company) “users.” These rules are intended to be adaptable to the changes in technology and norms of online communication and behavior, and may be amended by LCC at any time, for any reason, without notice to users.

Nothing contained within this policy is intended to interfere with employee rights under the National Labor Relations Act, including but not limited to employees’ right to discuss the terms and/or conditions of their employment, or other laws protecting lawful job related activities, nor would it be interpreted or applied so as to interfere with employee rights to self-organize, form, join, or assist labor organizations, to bargain collectively through representatives of their choosing, or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.

For purposes of this policy:

- The term “social media” applies to any web-based and mobile technologies, in use now or developed in the future, that enable individuals or entities to disseminate or receive information, communicate, or otherwise interact, and includes, without limitation, email, texting, messaging, social networking, blogging, micro-blogging, bulletin boards, and so on, through providers such as Facebook, LinkedIn, Twitter, YouTube or others. The term “users” refers to employees, volunteers, and interns.

### *Exercise responsibility online*

You are personally responsible for any of your social media activity conducted with a company email address or on a LCC website or page, and/or which can be traced back to a company domain, and/or which uses LCC’s Information Systems and/or which expressly or implicitly identifies you as an employee of LCC.

If from your post in a blog or elsewhere in social media it is clear you are a LCC employee, or if you mention LCC, or it is reasonably clear you are referring to LCC or a position taken by LCC, and also express a political opinion or an opinion regarding LCC’s positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not LCC’s position.

### *Follow Existing Policies and Terms of Use*

Observe and follow (i) existing LCC policy and agreements, such as our Employee Handbook and your Employment Agreement(s) with LCC, if applicable, (ii) the policies of the particular online/social networking venue, and (iii) applicable law. This means that you are prohibited from using social media to post or display comments about coworkers or supervisors or LCC that are vulgar, obscene, threatening, intimidating, or a violation of LCC’s workplace policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. Thus, the rules in LCC’s Employee Handbook apply to employee behavior within social media and in public online spaces.

Most websites, including Facebook and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to a “Terms of Use.” You must follow the established terms and conditions of use that have been established by the venue and not do anything that would violate those rules.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any conduct which under the law is impermissible if expressed in any other form or forum is impermissible if expressed through social media.

*Be respectful and mindful of privacy and confidentiality, and think before posting.*

It is inappropriate to use or disclose personal information about another individual or use or disclose LCC's confidential or proprietary information in any form of social media. For purposes of this Policy, personal information means an individual's Social Security number, financial account number, driver's license number, medical information (including family medical history), giving records or history, and other highly sensitive information. LCC confidential or proprietary information includes but is not limited to financial information, future business performance and business plans, business and brand strategies, and information which is or relates to company trade secrets or LCC's customers or donors. All LCC rules regarding company confidential or proprietary information and personal information, apply in full to social media, such as blogs or social networking sites. For example, any information that cannot be disclosed through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog. Sharing this type of information, even unintentionally, can potentially result in harm to the individual, harm to LCC's business, and ultimately you and/or LCC being sued by an individual, other businesses or the government.

Before posting any online material, ensure that the material is not knowingly false; instead, try to be accurate and truthful. If you find that you've made a mistake, admit it, apologize, correct it and move on. You should never post anything that is maliciously false.

Before posting a comment or responding to a blog, think before sending. If you are unsure about the effects of the post or other online action, reach out to the Executive Director for some assistance, particularly when unsure about a response to another employee or a client.

*Use your true identity*

Additionally, when commenting on or promoting any LCC service on any form of social media, you must clearly and conspicuously disclose your relationship with LCC to the members and readers of that social media.

Do not use your own personal online relationships or LCC's network to influence polls, rankings, or web traffic. This is called "astroturfing" or "sock-puppeting" and is highly unethical. You are not to use the breadth of LCC network to unduly influence polls, rankings, or web traffic where said traffic is a measure of success or popularity of a particular political opinion.

*Manage your expectation of privacy*

LCC may access and monitor its Information Systems and obtain the communications within the systems, including email, Internet usage, and the like, with or without notice to users of the system, in the ordinary course of business when we deem it appropriate to do so. As such, when using such systems, you should have no expectation of privacy with regard to time, frequency, content or other aspect of your use, including the websites you visit and other Internet/Intranet activity. The reasons LCC accesses and monitors these systems include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; and complying with legal and regulatory requirements.

*Interact on your time*

LCC respects the right of any employee to participate in social media, such as maintaining a blog or participating in online forums. However, to protect LCC's interests and to oversee employees' focus on their job duties, employees must avoid excessive use of social media during work time or at any time which adversely affects work performance.

## **Guidelines for Employees' Responsible Use of Social Media**

The above material covers specific rules, policies and contractual obligations that employees must follow in using social media, whether for personal or business purposes, in consideration of their employment and subject to discipline for violations. The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely, in the best interests of LCC. These guidelines reflect the duty of loyalty every employee owes its employer, and are intended to add to, not contradict, limit or replace, applicable mandatory rules, policies, legal requirements, legal prohibitions and contractual obligations.

### *1. Protect LCC's Goodwill, Brands, and Business Reputation*

You are personally responsible for what you communicate in social media. Remember that what you publish might be available to be read by the public (including LCC itself, future employers and social acquaintances) for a long time. Keep this in mind before you post content.

Make it clear in your social media activity that you are speaking on your own behalf. Never post anonymously to social media sites when your post could be attributed to LCC, its affiliates, business partners, suppliers, vendors or other stakeholders. Anonymous posts can be traced back to the original sender's email address. Follow all guidelines in this policy regarding social media postings.

### *2. Respect Intellectual Property and Confidential Information*

You should not do anything to jeopardize LCC's confidential, proprietary and trade secret information and/or other intellectual property through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which can create liability for yourself and for LCC.

To protect yourself and LCC against liability for copyright or trademark infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or LCC, ask your supervisor or the Executive Director before making the communication.

### *3. Respect and Comply With Terms of Use of All Sites You Visit*

Do not expose yourself or LCC to legal risk by using a social media site in violation of its terms of use. Review the terms of use of social media sites you visit and ensure your use complies with them. If you are using social media as part of your job duties, pay particular attention to terms relating to:

- Prohibitions or restrictions on the use of the social media site, including prohibitions or restrictions on use for advertising, marketing and promotions or other commercial purposes (for example, *Facebook's Statement of Rights and Responsibilities* (its terms of use) and accompanying *Promotional Guidelines* specify the terms for businesses administering promotions through Facebook).

- Ownership of intellectual property used on, or information collected or generated through use of, the site (for example, any of LCC's copyrighted material and trademarks that might be posted on the site, or user information LCC collects through the site).
- Requirements for licenses or other permissions allowing use by the site owner and other third parties of LCC's trademarks or other intellectual property.
- Privacy rights and responsibilities of the site owner and users.

#### *4. Conduct not Prohibited by this Policy*

This policy is not intended to restrict communications or actions protected or required by state or federal law.

You have any questions about this policy, please contact the Executive Director.

## **Dress Code/Personal Appearance**

Personal appearance means how you dress, how neat you are, and your personal cleanliness standards. Your personal appearance can influence what customers and visitors think about LCC. Personal appearance can also impact the morale of your co-workers.

During business hours or whenever you represent LCC, you should be clean, well groomed, and wear appropriate clothes. This is particularly important if your job involves dealing with customers or visitors in person.

If your supervisor finds that your personal appearance is inappropriate, you will be asked to leave work and return properly dressed and groomed. If you are asked to leave, you will not be paid for the time you are away from work. See your supervisor if you are not sure about the correct clothing standards for your job.

Where necessary, LCC may make a reasonable accommodation to this policy for a person with a disability.

It is the policy of LCC that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards.

In the performance of our duties we may have personal contact with our donors, business contacts, consultants, business associates, and the general public who may, to a significant degree, base their judgment of our fairness, sincerity, and competence by our appearance, demeanor, and how we look and conduct ourselves.

We should all benefit from our knowledge of the business and our ability to look and act as an organization that is professionally competent. It is important that we maintain a businesslike demeanor in our dress and in the appearance of our work areas.

We ask all LCC employees to use good judgment in all matters of grooming.

Your supervisor, in consultation with the Executive Officers, has the sole authority to determine an appropriate dress code for the work area and any employee who violates this standard will be subject to appropriate disciplinary action, up to and including termination.

## **Resignation**

Resignation means that you voluntarily terminate your employment at LCC. If you decide to resign, we would like you to tell us in writing at least two (2) weeks before the date you will leave. Although advance notice is not required, you will be helping your co-workers because there will be more time to reassign work and replace you if necessary. If, for whatever reason, you decide to terminate your employment with LCC, we request that you provide your supervisor or the Executive Director with as much advance notice as possible. Please do not provide us with less than two weeks notice from the date that you intend to leave LCC's employ. Your thoughtfulness will be greatly appreciated and will be noted favorably on your employment records. All LCC property must be returned to LCC when you receive your final paycheck.

Your final paycheck will be available at the end of the next regularly scheduled pay day for that pay period.

## **Security Inspections**

LCC wants to have a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. We prohibit the possession, transfer, sale, or use of these materials on our premises.

We may provide you with desks, lockers, and other storage devices for your convenience but these are always the sole property of LCC. Because they are our property, we may allow our representative or authorized agents to inspect them at any time, either with or without advance notice to you. We may also inspect any items that we find inside them.

## **Solicitation**

LCC does not allow people who are not employees to solicit or distribute literature in the workplace at any time for any reason.

We realize that many employees participate in events and organizations outside work. However, during working time, employees may not solicit for these activities or distribute information about them. Working time does not include lunch periods, work breaks, or any time when you are scheduled to be working.

Employees may not put information on our bulletin boards. The bulletin boards are reserved for official LCC communications such as:

- \* Employee announcements
- \* Workers' compensation insurance information
- \* State disability insurance/unemployment insurance information

### *Solicitation, Distribution, Access to Premises and Trespass*

To maintain an orderly, professional atmosphere at LCC, as well as to prevent interference with our services, LCC has developed the following policies.

### *Solicitation and Distribution of Material*

Solicitation of an employee or trustee, by another employee or trustee, is prohibited while either one is on their working time. Solicitation includes, but is not limited to, sale of raffle tickets, household goods, food products or personal items as well as appeals for charitable contributions. The distribution of any material of any kind is prohibited on working time or in working areas at all times.

## **Progressive Discipline**

This policy describes the policy for administering fair and consistent discipline for unsatisfactory conduct at LCC.

We believe it is important to make sure that all employees are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The major purpose of a disciplinary action is to correct the problem, prevent it from happening again, and prepare the employee for satisfactory performance in the future.

Although your employment is based on mutual consent and both you and LCC have the right to terminate employment at will, with or without cause or advance notice, LCC may use progressive discipline at its discretion.

Disciplinary action may be any of the following four steps: 1) verbal warning, 2) written warning, 3) suspension with or without pay, or 4) termination of employment. We will look at how severe the problem is and how often it has happened when deciding which step to take. There may be circumstances when one or more steps are bypassed.



In most cases, progressive discipline means that we will normally take these steps in the following order: 1) a first offense may call for a verbal warning; 2) a next offense may be followed by a written warning; 3) another offense may lead to a suspension; and, 4) still another offense may then lead to termination of employment.

In very serious situations, some types of employee problems may justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and LCC.

### **Problem Resolution**

LCC encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from LCC supervisors and management.

LCC tries hard to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect. We encourage employees to give positive and constructive criticism to each other.

If you disagree with LCC rules of conduct, policies, or practices, you can state your concerns through the problem resolution procedure described in this policy. You will not be penalized, formally or informally, for making a complaint as long as you do it in a reasonable, business-like manner. You will also not be penalized for using this problem resolution procedure.

If a situation occurs when you believe that a condition of employment or a decision that affects you is not fair, you are encouraged to use the following problem resolution steps. You may stop the procedure at any step.

1. You present the problem to your supervisor after the incident occurs. If your supervisor is unavailable or you believe it would be inappropriate to discuss it with your supervisor, you may present the problem to the Executive Director or any other member of management.
2. Your supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. Your supervisor documents the discussion.
3. You present the problem to the Executive Director if the problem is not resolved.
4. The Executive Director counsels and advises you, helps you to put the problem in writing, visits with your managers, if necessary, and directs you to the Executive Director for a review of the problem.
5. You present the problem to the Executive Director in writing.
6. The Executive Director reviews and considers the problem. The Executive Director informs you of the decision and forwards a copy of the written response to the Executive Director for your file. The

### **Employee Handbook**

Executive Director has full authority to make any adjustment that is determined to be appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction. However, we believe that honest discussion and listening to each other will build confidence between employees and management and help make LCC a better place to work.

## **Workplace Etiquette**

LCC can be a better place to work when all employees show respect and courtesy to each other. Sometimes there are problems when employees do not realize that they are bothering or annoying other people. If this happens to you, you should first try to solve the problem by politely telling your co-worker what is bothering you.

In most cases, if you use common sense, the problem can be fixed. We encourage you to keep an open mind. If another employee tells you about something that you are doing that makes it hard for that person to work, try to understand the other person's point of view.

The following are some guidelines and suggestions for how to be considerate of others at work. You will not necessarily be disciplined if you do not follow these suggestions, but the guidelines will help you get along with others. If you have comments or suggestions about workplace etiquette, contact the Executive Director.

- \* Avoid public accusations or criticisms of other employees. Address such issues privately with those involved or your supervisor.

- \* Be conscious of how your voice travels, and try to lower the volume of your voice when talking on the phone or to others in open areas.

- \* Keep socializing to a minimum, and try to conduct conversations in areas where the noise will not be distracting to others.

- \* Clean up after yourself and do not leave behind waste or discarded papers.

## **Life-Threatening Illnesses in the Workplace**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal lives, including work, to the degree that they can. LCC wants to help these employees to work as long as they continue meeting acceptable performance standards.

As in the case of other disabilities, we will make reasonable accommodations in accordance with all legal requirements to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on any employee is confidential. LCC will take reasonable precautions to protect medical information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing medical information is subject to disciplinary action, up to and including termination of employment.

If you have questions or concerns about life-threatening illnesses, you should contact the Executive Director for information and referral to appropriate services and resources.

## **Public Health Emergencies**

LCC complies with all state and local directives regarding public health emergencies. LCC prioritizes the safety of its students, families, and staff. LCC will make any operational changes required to comply with public health directives and expects employees to comply.

## **Suggestion Program**

We have a suggestion program at LCC. All regular employees are eligible to participate in the suggestion program.

A suggestion is an idea that will help LCC solve a problem, reduce costs, improve operations or procedures, enhance customer service, eliminate waste or spoilage, or make LCC a better or safer place to work. A suggestion should not just tell about the problem. A suggestion should also not be about co-workers or management either. Instead, a suggestion should include ideas for how to solve or improve the situation.

All suggestions should describe the problem or situation, explain your solution or improvement in detail, and give the reasons why your suggestion should be used. If you have questions or need advice about your suggestion ideas, see your supervisor for help.

Submit your suggestion to the Administration Office. As soon as possible, you will be told if your suggestion was accepted or rejected.

If your suggestion is used, you will receive special recognition.