

Inclusive Education and Community Partnership, Inc.

## Employee Handbook

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## Table of Contents

### **INTRODUCTION**

- 010 Title Page
- 020 Employee Welcome Message
- 030 Mission and Philosophy Statement
- 040 Introductory Statement
- 085 No Arrogance Policy

### **EMPLOYMENT**

- 101 Nature of Employment
- 102 Employee Relations
- 103 Equal Employment Opportunity
- 104 Anti-Harassment
- 105 Third Party Anti-Harassment
- 106 Anti-Retaliation
- 107 Adverse Impact Policy
- 108 Business Ethics and Conduct
- 110 Conflict of Interest
- 111 Immigration Law Compliance
- 114 Disability Accommodation
- 185 Child Abuse Reporting

### **EMPLOYMENT STATUS & RECORDS**

- 200 Employment At Will
- 201 Employment Categories
- 202 Access to Personnel Files
- 203 Employment Reference Checks
- 204 Personnel Data Changes
- 205 Introductory Period
- 206 Employment Applications
- 207 Performance Evaluation
- 208 Required Training Hours
- 210 Employment Termination
- 211 Employee Separation Procedures
- 280 Fingerprint and TB Test Policy

### **EMPLOYEE BENEFIT PROGRAMS**

- 301 Employee Benefits
- 302 Health Insurance
- 303 Benefits Continuation (COBRA)
- 306 Workers' Compensation Insurance
- 385 Referral Bonus

### **TIMEKEEPING/PAYROLL**

- 401 Timekeeping
- 402 Sign-In, Sign-Out Requirement
- 409 Administrative Pay Corrections
- 410 Pay Deductions
- 411 Overtime Policy
- 412 Mileage & Travel Time Reimbursement

- 482 Substitute/Absence Policy
- ### **WORK CONDITIONS & HOURS**

- 502 Work Schedules
- 503 Meal and Rest Periods
- 504 Breaks for Nursing Mothers
- 505 Requesting FMLA/CFRA Leave
- 506 Benefits during FMLA Leave
- 507 Certification Requirements
- 508 Returning to Work
- 509 Pregnancy Disability Leave Policy
- 510 Paid Family Leave Program
- 511 Family Military Leave Policy
- 512 Domestic Violence Leave Policy
- 513 Crime Victim's Leave Policy
- 514 Voluntary Emergency Service Providers
- 515 Jury Duty and Witness Leave
- 597 Time Off to Vote
- 598 School Visits Policy
- 599 School Participation Policy
- 600 Military Leave
- 601 Return to Work from Military Service
- 602 Benefits for Military Personnel

### **EMPLOYEE CONDUCT & DISCIPLINARY ACTION**

- 700 Employee Conduct and Work Rules
- 701 Professionalism
- 702 Company Communication
- 703 Drug and Alcohol Use
- 704 Cell Phone Use
- 705 Transportation of Clients
- 706 Data Collection/Documentation
- 708 Use of Co. Property for Business
- 709 Absence from Duty
- 710 Paid Time Off
- 712 Personal Relationships at Work
- 713 Caregiver Presence during Services
- 716 Progressive Discipline
- 718 Incident/Accident Reporting
- 720 Reporting Missing Children
- 785 Use of Copyrighted Material
- 790 Problem Resolution
- 791 Communication
- 795 Reporting of a Complaint

### **MISCELLANEOUS**

- 806 Suggestion Program

### **APPENDIX A**

## **Inclusive Education and Community Partnership, Inc.**

### **Welcome New Employee**

Inclusive Education and Community Partnership, Inc. (IECP) is a California Department of Education certified, non-public, non-sectarian educational agency working with children with disabilities in the school system, in the community and in the home.

Inclusion is about people in relationships that honor and nurture diversity in all its forms. Inclusion is about learning to live WITH one another. IECP values and supports diversity, and recognizes the legal right to it and the reciprocal benefits of inclusive education.

Our mission is to support children with disabilities in gaining full access to life's experiences, to promote incentives and to remove barriers to expansion.

IECP emphasizes a broad range of integrated therapy and support services, which are closely coordinated with the general education classroom's goals and activities. IECP will plan, adapt, implement and evaluate educational programs and services for students with disabilities in the inclusive classroom. Our highly trained, educated and experienced staff members provide instruction and assistance that fosters self-determination, participation and choice.

This handbook was developed to describe the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with IECP.

As the director of IECP, and on behalf of your colleagues, I welcome you and wish you every success. We believe in creating a relationship that fosters personal and professional growth for all of our employees through leadership, and we look forward to being a part of your success at IECP. We believe that each and every employee contributes directly to IECP's achievements, and we hope you will take pride in being a member of our Team.

*When we have the courage to see each other's gifts, we are strengthened.*

Welcome!

Sincerely,

Rick Clemens  
Director

## **Mission Statement**

Our Mission is to support schools, families and community agencies in providing full access to life's experiences for individuals with disabilities. This includes making friends, playing, accessing school and community, learning, loving, being loved and living life to the fullest.

## **Philosophy Statement**

Every child should have the opportunity to share in the common experiences that are typical for children their age. For some children, these opportunities come naturally and for others they must be facilitated and supported. "Access" refers not to mere physical access, but rather emotional, social and cognitive access. This is best accomplished by utilizing the natural supports in the given environments and supporting them through education (training, providing resources, hands on modeling, etc.). Although extra supports may at times need to be provided, the goal is to find a match between the child and the environment without the need for artificial supports. We believe that through this process, true inclusion in life can be a reality for all children!

## **Commitment to Children:**

To treat them with genuine respect and dignity  
To provide them with the highest levels of care and support  
To provide quality services in a consistent and professional manner  
To use the power of our numbers to make their world a better place!

## **Commitment to Inclusion:**

Our vision and commitment is that all individuals can succeed in inclusive environments. We will work collaboratively with families, schools and community agencies to ensure each individual's success.  
We will practice values that model tolerance and appreciation for all individuals.

## **Agency Background / Staff Qualifications**

Rick Clemens, the founder and Director of Inclusive Education and Community Partnership, has been working with individuals with Autism and other developmental disabilities since 1985. He has worked in various settings, including schools, after-school and summer programs, homes, work programs and socialization programs that support individuals with disabilities. Throughout his career, he has been committed and active in the integration, inclusion and socialization of the individuals he has worked with. He has been a teacher for students with moderate-severe disabilities since 1990 and in 1991 was the first teacher to fully include a student with moderate-severe disabilities in Ventura County. He currently consults throughout the state of California on meeting the needs of children with autism and other developmental disabilities in natural environments. He and his staff (who are hired based on knowledge, experience, commitment and passion) are deeply committed to including individuals with disabilities into all aspects of society and assuring true and full access to life's experiences. Inclusive Education and Community Partnership seldom posts job openings, but rather tries to hand selected all staff based on personal experiences working with them in school or community settings. All supervisory staff members possess a Master's Degree and one or more state credentials/certificates in the areas of special education, speech-language pathology, and/or counseling. They also have had years of experience (some with their own children) with including children with autism and other developmental disabilities into typical environments and facilitating friendship development. Rick and his staff have worked with hundreds of children and their families, teachers, and friends in developing quality inclusion and social programs. There is a significant need to *make inclusion in life* a reality for all children.

## **Introductory Statement**

This handbook is designed to acquaint you with IECP and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes your responsibilities as an employee and outlines the programs developed by IECP to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As IECP continues to grow, the need may arise and IECP reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or IECP to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.

## **No Arrogance Policy**

IECP believes that children will obtain the greatest benefit when the adults in their world collaborate to develop quality programs. Collaboration requires the open and unhindered exchange of ideas. To accomplish this, all participants must feel respected and valued. Arrogance hinders this process and in doing so, hinders the quality of services to a child. Furthermore, IECP believes that we all bring different strengths and attributes to the table when collaborating on programs for children. It is a match between the child and the environment which allows successful inclusion to occur. Though IECP staff may bring specific expertise in one area (i.e., inclusive programs and processes), teachers, parents and others bring specific expertise in other areas (i.e., understanding of child, classroom environment, etc.). Arrogance connotes that one person's knowledge is greater or more important than another's. In doing so, this negatively affects the collaboration process. IECP implements and stands by a strict no arrogance policy. Arrogance in this agency will not be tolerated, as it does not serve the best interest of the child.

## **101 Nature of Employment**

Employment with IECP is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, IECP may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between IECP and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for this policy of employment-at-will, may be amended or cancelled at any time, at IECP's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the chief executive officer of IECP.

## **102 Employee Relations**

IECP believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

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

## **103 Equal Employment Opportunity**

IECP is an equal opportunity employer and makes employment decisions on the basis of merit. The goal of IECP is to provide equal employment opportunities without regard to race, religion, religious creed (includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical and mental disability, medical condition, genetic information, denial of family and medical care leave, marital status, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), gender, gender identity, gender expression, sex stereo type, transgender, age (40 and over), military and veteran status, sexual orientation, pregnancy, registered partner status, and any other local, state, or federal protected basis. We will not unlawfully consider any of these factors.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

All such discrimination is unlawful and prohibited by IECP. IECP policy also prohibits unlawful discrimination by any employee towards parents, students, and persons working or visiting on the IECP's premises.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, IECP will make a reasonable accommodation for the known physical or mental limitations of an otherwise qualified

individual with a disability who is an applicant or an employee unless undue hardship for IECP would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact one of the IECP Directors at the main office (805)985-4808, and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job. IECP will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on IECP or create a safety threat, IECP will make the accommodation.

## **104 Anti-Harassment**

We are committed to providing a work environment free of unlawful harassment. The Company's policy prohibits all forms of illegal harassment, including, sexual harassment or harassment based on race, religion, religious creed (includes all aspects of religious belief, observance, and practice, including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, physical and mental disability, medical condition, genetic information, denial of family and medical care leave, marital status, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy), gender, gender identity, gender expression, sex stereo type, transgender, age (40 and over), military and veteran status, sexual orientation, pregnancy, registered partner status, and any other local, state, or federal protected basis does not occur.

Employment practices within the workplace should treat all individuals equally, evaluating each on the basis of individual skills, knowledge and abilities and not on the basis of characteristics generally attributed to a group enumerated in the Act. Such behavior is totally unacceptable and will not be tolerated. As part of its dedication to Equal Employment Opportunity, the Company is committed to maintaining a workplace which all of our employees are free to perform their jobs without being subjected to any form of unlawful discrimination or harassment.

The Company will take all reasonable steps to prevent unwanted harassment from occurring. Sexual harassment is prohibited by the Company and is against the law. Every employee should be aware of the following:

- what constitutes sexual harassment;
- what steps are to be taken if harassment occurs; and,
- the state law prohibiting retaliation for reporting sexual harassment.

Although many people think of sexual harassment as involving a male boss and a female employee, not all sexual harassment is done by males. It's against the law for females to sexually harass males or other females, and for males to harass other males or females.

Sexual harassment often involves any employee including but not limited to, co-workers, supervisors, owners, independent contractors, and managers, unpaid interns and volunteers, and other persons doing business with or for the Company, a non-employee, clients, guests, third parties or vendors with whom the employee comes into contact from engaging in conduct prohibited by this policy. Employees must report any complaint of harassment by a third party to a member of management immediately.

Under Federal law, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment at the occurrence of any of the following:



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

California law defines sexual harassment as:

- Verbal harassment -- epithets, derogatory comments or slurs. Examples: Name-calling, belittling, sexually explicit or degrading words to describe an individual, sexually explicit jokes, comments about an employee's anatomy and/or dress, sexually-oriented noises or remarks, questions about a person's sexual practices, use of patronizing terms or remarks, verbal abuse, graphic verbal commentaries about the body.
- Physical harassment -- assault, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual. Examples: touching, pinching, patting, grabbing, brushing against or poking another employee's body, hazing or initiation that involves a sexual component, requiring an employee to wear sexually suggestive clothing.
- Visual harassment -- derogatory posters, cartoons, or drawings. Examples: displaying sexual pictures, writing or objects, obscene letters or invitations, staring at an employee's anatomy, leering, sexually oriented gestures, mooning, unwanted love letters or notes.
- Sexual favors -- unwanted sexual advances which condition an employment benefit upon an exchange of sexual favors. Examples: continued requests for dates, any threat of demotion, termination, etc. If requested sexual favors are not given, making or threatening reprisals after a negative response to sexual advances, propositioning an individual.
- Bullying, defined as repeated mistreatment of one or more persons (the targets) by one or more perpetrators. It is abusive conduct that is:
  1. Threatening, humiliating or intimidating, or
  2. Work interference – sabotage – which prevents work from getting done, or verbal abuse;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

It is impossible to define every action or all words that could be interpreted as sexual harassment. The examples listed above with the state's definition of sexual harassment are not meant to be a complete list of objectionable behavior.

If sexual harassment occurs:

- When possible, confront the harasser and persuade him/her to stop. The harasser may not realize the advances or behaviors are offensive. When it is appropriate and sensible, tells the harasser the behaviors or advances are unwelcome and must stop. Sometimes a simple confrontation ends the problem.
- To report sexual harassment, an employee is to contact their supervisor or one of the IECF Directors. Sexual harassment or retaliation should be reported immediately. An employee must report such activities even though they were not the target of the harassment or be subject to disciplinary action. This includes those who merely observe such actions.
- An impartial, and timely investigation will be conducted by a qualified member of management or one of the Directors and appropriate action will be taken including a timely closure. The

Company will promptly investigate all reported incidents of sexual harassment or retaliation, and the investigation will be kept as confidential as possible.

All allegations of harassment or retaliation will be taken seriously and will be promptly investigated, that investigation will remain as confidential as possible. Appropriate remedial, corrective action and resolutions will be taken as warranted. Any individual affiliated with the Company who, after the investigation, is determined to have engaged in any form of discrimination, harassment, or retaliation in violation of this policy will be subject to appropriate disciplinary action, up to and including termination. The company will document and track all information and evidence collected in the fact finding investigative process.

If an employee is found guilty of sexual harassment they may be personally liable for monetary damages. The Company will not pay damages assessed against an employee personally. In addition, the Company will take disciplinary action, up to and including termination, against any employee who engages in sexual harassment.

The Company's policy, California State law, and Federal law forbids retaliation against any employee who opposed sexual harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceeding or hearing.

While we hope that all employees will seek the assistance and find resolution through our own internal complaint procedure, be aware that the Department of Fair Employment and Housing (DFEH) is the State agency that resolves complaints of unlawful discrimination, including sexual harassment. The Fair Employment and Housing Commission (FEHC), headquartered in San Francisco, decide cases prosecuted by the DFEH at the State level. If you feel you have been subjected to harassment you may contact the DFEH, consult the local telephone directory under State Government Offices.

## **105 Third Party Anti-Harassment**

IECP is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment. IECP strongly condemns any form of unlawful employment-related harassment. IECP's policy prohibits employees from, among other things, engaging in unlawful harassment of third parties, including customers, clients, vendors, contractors and persons working or visiting on the IECP's premises.

Prohibited unlawful harassment includes, but is not limited to, the following: Any harassment or the use by anyone in IECP's employ of any derogatory epithet (whether verbal, written or gestural) based on race, religious creed, color, age, sex, gender, gender identity, physical or mental disability, national origin, ancestry, medical condition, marital status, sexual orientation, or any other consideration made unlawful by federal, state or local laws; or sexual harassment, including (but not limited to) unwanted sexual advances, visual, verbal or physical conduct of a sexual nature, and gender-based sexually offensive conduct against a person of the same or opposite sex as the harasser when (1) submission to the conduct is made explicitly or implicitly a term or condition of doing business with IECP, (2) submission to or rejection of the conduct by an individual is used for business decisions affecting an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with the third party's work performance or that of creating an intimidating, hostile or offensive environment.

Any employee who believes that this policy is being violated, with respect to third parties as referenced above, should report that belief to his or her supervisor or management immediately, either in writing or personally.

Upon notice of an employee's concern about the possible harassment of third parties, IECP will respond appropriately, will not retaliate against the employee for filing a harassment complaint, and will not knowingly permit retaliation by management or the employee's coworkers.

Any employee violating this policy will be subject to disciplinary action up to and including termination of employment.

## **106 Anti-Retaliation**

In addition to prohibiting discrimination and harassment in the workplace, state and federal law also prohibits retaliation. One type of retaliation occurs when an employer takes employment action against an employee who complains about harassment or discrimination if such action may likely discourage a reasonable employee from making or supporting a claim of harassment or discrimination. Harassment and discrimination may be based on a protected status as outlined in the IECP Equal Employment Opportunity policy as well as protected activities such as an employee's political opinion, candidacy for office or political participation, testifying at or providing information related to a labor investigation, filing or having filed a workers' compensation claim, or whistleblower status. Examples of adverse action may include, depending on the circumstances, demotion, failure to promote, termination, change work hours or change of job duties. Another type of retaliation occurs when coworkers ostracize, employ derogatory epithets (verbal, written or gestural) against or otherwise harass an employee because he or she has complained about discrimination or harassment.

It is illegal to retaliate against an employee because he or she complained about harassment or discrimination, even if no harassment or discrimination ever happened. Company policy **STRICTLY PROHIBITS** any form of retaliation against an employee because he or she complained about harassment or discrimination. If you feel you have been retaliated against based on a complaint, please notify management immediately.

## **107 Adverse Impact Policy**

IECP has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances (e.g. your membership in one of the "protected classes"), you may seek accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to your supervisor (or your supervisor's supervisor) a memorandum, in writing, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of "protected classes" include, but may not be limited to, race or color; national origin or ancestry; sex or gender; gender identity; sexual orientation; religion; age (for persons 40 and older); mental or physical disability; veteran status; and medical condition.

## **108 Business Ethics and Conduct**

The successful business operation and reputation of IECP is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful

observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of IECP is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to IECP and its clients to act in a way that will merit the continued trust and confidence of the public.

IECP will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, you should contact the IECP Office, for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every IECP employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

### Professional Ethics

Employees of Inclusive Education Community Partnership (IECP) are committed to the application of their professional expertise for the purpose of promoting improvement in the quality of life for the children we serve and their families. This objective is pursued in ways that protect the dignity and rights of those involved. IECP staff accepts responsibility for the appropriateness of their actions and professional practices. It shall be the policy of IECP that all staff:

### Professional Ethics Continued

- Shall respect all persons and are sensitive to physical, mental, emotional, racial, and gender of those with whom we work.
- In all settings maintain professional relationships with children and parents.
- Shall attempt to resolve situations in which there are divided or conflicting interests in a manner that is mutually beneficial and protects the rights of all parties involved.
- Respect the confidentiality of information obtained during their professional work. Information may only be revealed with the written informed consent of the parents(s) or guardian, except in those situations in which failure to release information would result in a clear danger to the child.
- Shall discuss confidential information only for professional purposes and only with persons who have a legitimate need to know.
- Shall avoid any action that could violate or diminish the civil and/or legal rights of others.
- Shall not accept employment, remuneration or gifts from the families being served.
- Uphold copyright laws.
- Shall return all communication including telephone calls and emails in a timely manner (24 hours).

## **110 Conflicts of Interest Policy**

Our employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of IECP.

A conflict of interest exists when an employee's loyalties or actions are divided between IECP's interests and those of another, such as a competitor. Both a conflict of interest and the appearance of a conflict of interest should be avoided. Employees, who are unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest, should discuss the situation with his or her immediate supervisor for clarification.

This policy does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which employees should refrain, include the following:

1. Accepting personal gifts or entertainment from competitors, or clients.
2. Engaging in self-employment in competition with IECP.
3. Disclosing IECP trade secrets or information for personal gain to IECP's detriment.
4. Using IECP assets or labor for personal use.

Employees may pursue and participate in employment or other business activities outside of normal working hours provided such arrangement does not create a conflict of interest, detract from performance and/or effectiveness while working for IECP. Employees who have other employment must disclose such employment to his or her supervisor so that an evaluation can be made as to whether a conflict of interest exists. The failure to adhere to this guideline, including the failure to disclose any potential conflicts or to seek an exception, will result in disciplinary action up to and including termination.

## **111 Immigration Law Compliance**

IECP is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with IECP within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the IECP Office. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **114 Disability Accommodation**

IECP is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. Reasonable accommodation is available to all disabled employees where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

IECP is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. IECP will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. IECP is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **185 Child Abuse Reporting**

Inclusive Education Community Partnership (IECP) is concerned about the national problem of child abuse. In an effort to support existing laws and support personnel in reporting child abuse, IECP has established the following procedures that offer direction and clarity to the reporting process.

**IF YOU HAVE A REASONABLE SUSPICION THAT A STUDENT IS A VICTIM OF ABUSE, whether physical, sexual or neglect, you are legally obligated to report it.** Reasonable suspicion means that it is objectively reasonable for a person with your training and experience to entertain such a suspicion based on the facts, knowledge or observation available to you. To assist in determining whether an incident is reportable, you can ask yourself the question, “Do I suspect, based on my training and experience, that the injury was not accidental or not self-inflicted?” If the answer is yes, the incident is reportable. It is not your responsibility to investigate the incident. It is your responsibility to:

### **Call Child Protective Services.**

- Give your name as the person making the report.**
- Give the name of the child.**
- State the present location of the child.**
- Describe the nature and extent of the injury.**

**Notify your supervisor and the IECP office (805) 985-4808**

Employees of a Non Public Agency (NPA) who directly work with children are considered mandated reporters, are immune from prosecution and cannot be sued for reporting a suspicion of child abuse. However, an employee can be prosecuted and found guilty of a misdemeanor for not reporting suspected abuse.

## **200 Employment At - Will**

Employment with IECP is on an “at will” basis. Employment at-will may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or IECP. Terms and conditions of employment with IECP may be modified at the sole discretion of IECP with or without cause and with or without notice.

No one has the authority to make employment other than “at will” except IECP’s president and then only in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of IECP include, but are not limited to, the following:

Promotion; demotion; transfers; hiring and discharge decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; reduction, cessation or expansion of operations or any other terms and conditions that IECP may determine to be necessary for the safe, efficient and economic operation of its business.

## **201 Employment Categories**

It is the intent of IECP to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and IECP.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee’s EXEMPT or NONEXEMPT classification may be changed only upon written notification by IECP management. In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work IECP’s full-time schedule. Generally, they are eligible for IECP’s benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers’ compensation insurance), they are ineligible for all of IECP’s other benefit programs.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with IECP is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as worker’s compensation insurance and Social Security), they are ineligible for all of IECP’s other benefit programs.

## **202 Access to Personnel Files**

IECP maintains a personnel file on each employee. The personnel file includes such information as the employee’s job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of IECP, and access to the

information they contain is restricted. Generally, only supervisors and management personnel of IECF who have a legitimate reason to review information in the file are allowed to do so.

Employees who wish to review their own file should contact the IECF Office. With reasonable advance notice, employees may review their own personnel files in IECF's offices and in the presence of an individual appointed by IECF to maintain the files.

### **203 Employment Reference Checks**

To ensure that individuals who join IECF are well qualified and have a strong potential to be productive and successful, it is the policy of IECF to check the employment references of all applicants. IECF is also in compliance with Federal and State laws mandating fingerprinting and criminal background checks on all potential employees who have direct contact with children. The IECF Office 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, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

### **204 Personnel Data Changes**

It is the responsibility of each employee to promptly notify IECF of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the IECF Office.

### **205 Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. IECF uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or IECF may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If IECF determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification. During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other IECF-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

### **206 Employment Applications**

IECF relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in IECF's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.



## **207 Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The first 90 days of employment with IECP is considered an Introductory Period. A formal written performance evaluation will be conducted at the end of the introductory period.

After the initial performance evaluation, typically your supervisor will evaluate your performance during the month of your one-year anniversary with IECP. These formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The evaluation of your overall performance will be taken into consideration when annual payroll adjustment decisions are made. However, a positive performance evaluation for either the 90-day evaluation or the one-year anniversary evaluation does not guarantee an increase in salary or promotion, as salary increases and promotions are solely at IECP's discretion.

## **208 Required Training Hours**

In order to qualify for a potential salary increase, employees are required to have worked for IECP for one calendar year and accrued 30 hours of IECP sponsored training by the anniversary of their hire OR anniversary of last pay evaluation, if these dates are different. If the employee does not accrue 30 hours of training by the anniversary date of their hire, they will not be eligible for salary increase consideration unless and until they meet the 30-hour requirement. Once they meet that 30-hour requirement, they will be assigned a new annual raise evaluation date and will not be eligible for another annual raise until one year from that new date.

Example:

Jim's last pay raise was 9/15/14.

As of 9/15/15, he had only completed 26 hours of training.

He met the 30 hours, and other requirements, on 10/3/15. He received a raise on 10/4/15.

Jim will not be eligible for raise evaluation until 10/4/16 and must obtain 30 hours of training from 10/4/15-10/3/16 in order to qualify on that date.

New employees are required to attend the New Staff Orientation, as well as 2 days of CPI trainings. These trainings do not count as part of the 30-hour requirement, however, the CPI refresher for returning employees does count towards the 30 hours.

IECP trainings topics are based in large part on an annual survey sent to all staff. A calendar of the selected trainings will be provided annually on the IECP website. Employees should review the calendar upon release and select the trainings that are most applicable to their needs. If a desired training conflicts with your IECP work schedule please contact your scheduling coordinator for assistance to either rearrange your schedule, or secure a substitute for your shift if possible. All requests for coverage must be made a minimum of 2 weeks in advance. It is the employee's responsibility to notify and work with their scheduling coordinator in order to ensure their ability to attend the trainings and therefore meet the annual minimum training requirement.

Employees who are unable to attend trainings due to being enrolled in a graduate program may be allowed to waive up to 25 percent of the annual training hours required with prior approval from IECP on a case by case basis. An official course syllabus or course description must be submitted to the Human Resources Manager at the beginning of the school year, semester or quarter, for approval of the hours. This available training credit only applies to graduate programs in a job-related field.

## **210 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the organization

Since employment with IECP is based on mutual consent, both the employee and IECP have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## **211 Employee Separation Procedures**

IECP requests that employees who choose to terminate their employment provide written notice to their supervisors stating their last date of employment and the reason for leaving. A two-week notice of resignation is requested, if possible.

The employee agrees to return all IECP equipment before the last day of employment including but not limited to, all keys and/or access cards, IECP telephones and/or radios, and charge card (if issued).

While the decision to begin the employment relationship is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, IECP may end the employment relationship at any time, with or without cause or notice. In the event that your employment is terminated, you must return all property owned by the IECP upon the earlier of the IECP's request or upon your departure.

## **280 Fingerprint and TB Test Policy**

Employees of IECP will be fingerprinted in conformance with California Education Code Section 45125 and as a condition of employment. Fingerprints are forwarded to the Department of Justice and/or Federal Bureau of Investigation for screening to assure that no employee has been convicted of a narcotic, sex crime or other crime that would preclude employment by IECP.

No employee may work with or come into contact with a client under the age of eighteen until such time as their fingerprints have been cleared by one of the above named agencies.

Employees of IECP must provide proof of the negative result of a Mantoux TB Skin Test prior to starting work. If the test reads positive, you **MUST** have a chest X-ray. Please note: you must provide documentation that your skin test read positive.

Employees are responsible for paying the administrative fees of fingerprinting agency. Which is typically \$15 - \$25. IECP will pay the remainder of the cost.

TB testing will be at the employee's expense.

## **301 Employee Benefits**

Eligible employees at IECP are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Dental Insurance
- Medical Insurance
- Vision Insurance

IECP will contribute 75% of the Employee Only premium cost for these benefits. Please see the Benefits Summary page for more information.

## **302 Health Insurance**

IECP's health insurance plan provides employees and their dependents access to medical and dental care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of agreement between IECP and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Administrative Office for more information about health insurance benefits.

## ***MEDICAL INSURANCE***

- **Eligibility:** You become eligible to participate in the Group Insurance Plan on the first day of the month after you successfully complete the 90-day probationary period of service with the Company. This is providing you are scheduled to work an average of at least 30 hours per week during that 90-day period.
- **Insurance Company:** Blue Shield of California PPO and HMO Plans
- **Cost:** The Company will contribute 75% of the Employee Only cost toward the monthly premium.  
*Please see the IECP Office for current Employee rate information.*

## ***DENTAL INSURANCE***

- **Insurance Company:** Assurant Dental PPO
  - **Cost:** The Company will contribute 75% of the Single cost toward the monthly premium.  
*Please see the IECP Office for current Employee rate information.*

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

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under IECP's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at IECP's group rates plus an administration fee. IECP provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under IECP's health insurance plan. The notice contains important information about the employee's rights and obligations.

### **306 Workers' Compensation Insurance**

IECP provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their direct supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither IECP nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by IECP.

### **385 Referral Bonus**

Because IECP strives to be a family oriented and close-knit organization, we value our employees' referrals and recommendations for employment. IECP relies upon networking and referrals from current employees. For each referral given by an IECP employee, providing the referred employee works for us in good standing for 3 or more months, IECP will pay \$50.00 for each part time employee and \$100.00 for each full time employee. This referral bonus will be paid on the next payroll period after the referred employee completes the 90-day probationary period. In order for a current employee to be eligible to receive this bonus, the newly hired employee must list you as the person who referred them to IECP.

### **401 Timekeeping**

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require IECP to keep an accurate record of time worked in order to calculate employee's pay and benefits.

Your timekeeping record should reflect the **exact number of authorized minutes** you worked each workday and where/with what child you worked during the pay period. **Overtime work must always be approved before it is performed.** If your time keeping records are not submitted, or not submitted properly, payroll may be delayed until the next pay period. Please recognize that the services that IECP provides are in part Federally funded and being such, altering, falsifying, tampering with time record, or recording time on another employee's service record is a Federal offense and may result in disciplinary action, up to and including termination of employment as well as possible criminal charges.

- IECP issues payroll to our employees 2 times per month.
  - The 1st day of the month through the 15<sup>th</sup> day of the month is paid on the 25<sup>th</sup>,
  - The 16<sup>th</sup> day of the month through the last day of the month is paid on the 10<sup>th</sup> of the following month.
- If payday falls on a Saturday, checks will be issued on the Friday before
- If Payday fall on a Sunday, checks will be issued on the Monday after
- If Payday falls on a Federal Banking holiday, checks will be issued day before, unless the holiday is on a Monday, in which case, checks will be issued the Tuesday after the holiday.

Ultimately it is each IECP employee's responsibility to:

1. Complete Daily Service Record, and/or Daily Welligent appointments, documenting the events and progress of each individual that is served by IECP.
2. Lock your schedule after appointments have been entered for the week in NPASWorks.
3. After your last day of service to all IECP individuals for the pay period, but no later than 3 days following the end of the pay period, you must "Submit" your labor time as completed in NPASWorks for all services outside of LAUSD. Once your time has been "locked" for the pay period, you will be locked from editing any time for that closed period. Be sure that your records are accurate prior to clicking the "Submit Time and Lock" button.
4. Print reports **MONTHLY** (Not by pay period) as required and as explained below by job title and services provided.

Any **signatures** that are required must be in **BLUE INK** on all documents. The office must receive your original, completed and signed documents by the 10<sup>th</sup> day of the month for each preceding month. IECP will check your paperwork for accuracy and completeness following payday. You will be notified of any changes, additions or modifications. You will have 10 days from this notification date to submit the corrections to IECP. This paperwork is considered a part of each employee's job responsibility. Failure to complete these documents accurately and precisely will be considered failure to complete one's job responsibilities. The importance of this cannot be stressed enough. If there are any questions, please contact the IECP Office immediately.

Regional Center Program Staff:

### **Play Facilitators, ABA Service Providers, and other Direct Service Providers**

1. Provide Services as dictated by the schedule for the individuals you are working with.
2. Mark the services you provided as rendered and enter your service notes into both the "Activities" and "Results" fields.
3. Lock your schedule weekly and after your last session for the pay period, be sure to review "Service Logs" for correctness and completeness.
4. For each child under 18 that you work, use DAYLITE if you have access to a smart phone with touch screen and obtain parent signatures at each appointment, email to [PVFs@iecp.us](mailto:PVFs@iecp.us) at the end of the month to notify of completed signatures/time and the office will print the form for you.

**OR**

5. Print a Parent Verification Form (pvf) for each child under 18 MONTHLY as described in your Instruction manual and get the signatures on the paper copy. Submit it to the office no later than the 10<sup>th</sup> of the following month.

### **Program Supervisors – All regional center programs (i.e. Social Play, ABA programs, etc.)**

1. Provide Services in accordance with the amount of time authorized for the individuals you are working with.
2. Input your time into the NPAAWorks schedule, mark the services you provided as rendered and enter your service notes into both the “Activities” and “Results” fields.
3. Carry your paper “Parent Verification Forms” and have them initialed each time you provide Supervision Services to a child under 18 years old.
4. At the end of month “Submit Time” in NPAAWorks as described in your Instruction manual, print a “Time and Travel” Log, attach it to your paper Parent Verification Forms, and mail or deliver them so that they are received at the office no later than the 10<sup>th</sup> of the month.

School District (OTHER THAN LAUSD) Staff:

### **Behavior Therapist Service Providers**

1. Provide Services as dictated by the schedule for the child(ren) you are working with.
2. Mark the services you provided as rendered and enter your service notes into both the “Activities” and “Results” fields.
3. After your last session for the month, “Submit Time” and print “Service Logs” for each student that you work with as described in your Instruction manual. Have service logs initialed by the teacher, administrator or responsible party and mail or deliver them so that they are received at the office no later than the 10<sup>th</sup> of the month.

### **Program Supervisors and Assistant Program Supervisors**

1. Provide Services in accordance with the amount of time authorized for the child(ren) you are working with.
2. Input your time into the NPAAWorks schedule, mark the services you provided as rendered and enter your service notes into both the Activities and Results fields.
3. Carry your paper “IECP Time Log” and have it initialed each time you provide Supervision/Consultation Services to a child, school, or district.
4. At the end of month “Submit Time” in NPAAWorks as described in your Instruction manual, print a “Time and Travel” Log, attach it to your paper “IECP Time Logs”, and mail or deliver them so that they are received at the office no later than the 10<sup>th</sup> of the month.

LAUSD Staff:

### **Behavior Therapist Service Providers (BII)**

1. Provide Services as dictated by the schedule for the student(s) you are working with.
2. Document your time in the Welligent system within 3 days of providing the service by marking the appointment as completed and enter your service notes into both the “Activities” and “Results” fields.
3. Be sure that no later than 3 days following the end of the pay period, your time is complete and entered accurately in Welligent.
4. After your last session of the month Print your Monthly Service Report/Log (MSL) from Welligent as directed in the instruction manual. Sign your MSL in **BLUE INK** (your MSL requires no

additional signature other than your own) and mail or deliver your MSL so that it is received at the office no later than the 10<sup>th</sup> of the following month.

## Program Supervisors (BID)

1. Provide Services in accordance with the amount of time authorized for the child(ren) you are working with.
2. Input your time into Welligent, mark the services you provided as complete and enter your service notes into both the “Activities” and “Results” fields. Enter All appointments no later than 3 days following the end of the pay period.
3. After your last session of the month: Print your Monthly Service Report/Log (MSL) from Welligent as directed in the instruction manual. Sign your MSL in **BLUE INK** (your MSL requires no additional signature other than your own) and mail or deliver your MSL so that it is received at the office no later than the 10<sup>th</sup> of the month.

### Additional Policies information and Action taken in breach of policies:

Direct Deposit is a benefit and not a guarantee that the money will be in your account by a specific date/time.

- Funds will be released through the bank on that day, however many factors could prevent your bank from crediting the payroll deposit to your account that same day.
- IECP recommends that you do not Schedule automatic payments for your payday with the hope that your check will be deposited that day.

Schedule Lock dates (3 days after end of pay period)

- IECP will pay you for what has been entered/rendered as of that date/time
- Once NPAWorks is locked for payroll it CANNOT be unlocked until after payday. Because of the manner in which NPAWorks communicates with our payroll software this cannot be undone. (Welligent entries are imported into NPAWorks for payroll)
- If your schedule is locked and you haven't finished your timekeeping, you will need to contact Derrick Williams **by phone** to get your schedule unlocked. He is the **ONLY** person in the agency who had the ability to unlock your schedule for you and will not be able to unlock until **AFTER** the pay day for that pay period.
- You will receive a reduction in pay of \$1 per hour if you do not lock your schedule/enter Welligent documentation on time, more than 3 times per school year. (August 1 – June 31)
- After the pay reduction you will need to lock/enter your time on time for 1 month (2 pay periods) in order to have your pay increased back to previous rate. If you violate this policy again, you will need to lock/enter your time **ON TIME** for 2 months in order to have your previous pay rate reinstated. Then 3 months, etc.
- If you have 3 violations of this policy, you will not be eligible for any annual pay raise that may be offered.

### Paperwork

- Obtaining original signed paperwork is part of your job duties. This original paperwork is due in the office by the 10<sup>th</sup> of each month! The office will review your paperwork for correctness and completeness upon receipt. If any changes, corrections, or additions are required, you must submit the requested changes to the office within 10 days of being notified of the need for a revision or correction. If your paperwork is not received by the deadline and/or any corrections are not received in time, disciplinary action is as follows:
  - You will receive an email from the IECP office detailing which MSL(s) have not been received, it will include a deadline to submit the missing/ paperwork.
  - If your MSL is not received by the office by the deadline established in the first email, you will receive a verbal warning in the form of a second email (this will be printed and added to your personnel file). It will include another deadline and state the consequence of a written warning (write-up) if the documentation isn't resolved by the new deadline. Your supervisor will

call/text to follow with you about it.

- If your documentation is not completed or resolved by the deadline in the second email, you will receive a phone call from your supervisor(s) and the Human Resources Manager informing you that you are receiving a write-up. An email will be sent to you following up the phone call to document your write-up. The phone call/email will include the establishment of a Corrective Action Plan (CAP)
  - Required submission of complete, correct, signed paperwork to the Oxnard office by the 10<sup>th</sup> of the following month, for 3 consecutive months, or you will progress to the next level of discipline.
- If the CAP is violated or you are eligible for a 2<sup>nd</sup> write-up:
  - You will be required to attend a meeting at the office with your Supervisor(s) and the Human Resources Manager.
  - You all will discuss your issues with getting paperwork in on time, and creative solutions.
  - Everyone present will sign a 2<sup>nd</sup> formal write-up
  - If paperwork is late again, termination of employment is an option.

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### **Parent Verification Form Procedure**

Your correct, complete and signed Parent Verification Forms (PVFs) are due to the OXNARD office by the 10th of each month. If all of your PVFs are not received by the deadline, the following steps will be taken:

- You will receive an email from the IECF office detailing which PVF(s) have not been received, it will include a deadline to submit the missing/ paperwork.
- If your PVFs are not received by the office by the deadline established in the first email, you will receive a verbal warning in the form of a second email. It will include another deadline and state the consequence of a written warning (write-up) if the documentation isn't resolved by the new deadline. Your supervisor will call/text to follow with you about this.
- If your documentation is not completed or resolved by the deadline in the second email, you will receive a phone call from your supervisor(s) and the Human Resources Manager informing you that you are receiving a write-up. An email will be sent to you following up the phone call to document your write-up. The phone call/email will include the establishment of a Corrective Action Plan (CAP)
  - Required use of the DayLite app - if you have a smartphone
  - Required submission of complete, correct, signed paperwork to the Oxnard office by the 10<sup>th</sup> of the following month, for 3 consecutive months, or you will progress to the next level of discipline.
- If the CAP is violated or you are eligible for a 2<sup>nd</sup> write-up:
  - You will be required to attend a meeting at the office with Rick (or your Regional Manager), the Human Resources Manager and your Supervisor(s)
  - You all will discuss issues with getting paperwork in on time, and creative solutions
  - Everyone present will sign a 2<sup>nd</sup> formal write-up
  - If paperwork is late again, termination of employment is an option.



## **402 Sign-In, Sign-Out Requirement**

Every school district requires IECP staff to sign in and out with the office staff, classroom or at some other location within the school. Districts reconcile the sign-in/out sheets with our NPA based invoice and deny payment whenever there is a discrepancy in the daily minutes and or total number of minutes. It is your responsibility to sign-in and out. It is also your responsibility to understand the sign-in procedure at your school. You should sign-in and out with the actual time you arrive and leave-even if this is in excess of the allowable billable hours. For example, you arrive at 8:00 am but cannot bill until 8:15am. In this example put 8:15am in NPA works and 8:00 am in the sign in book. In those instances, where you have claimed time that does not match the sign-in/out sheets and the district has denied payment, IECP will deduct pay on a subsequent check. The employee will be given a chance to explain and or dispute the discrepancy prior to the deduction. If there is difficulty accessing the sign-in book, please notify the school and your supervisor.

## **409 Administrative Pay Corrections**

IECP takes all reasonable steps to ensure that employees receive the correct amount of pay in each pay check and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the IECP Office so that corrections can be made as quickly as possible.

## **410 Pay Deductions**

The law requires that IECP make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. IECP also must deduct Social Security taxes on each employee's earnings, up to a specified limit, that is called the Social Security "wage base." IECP matches the amount of Social Security taxes paid by each employee.

IECP offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have any questions concerning why deductions were made from your pay check or how they were calculated, the office can assist in answering your questions.

## **411 Overtime Policy**

Overtime pay will be paid to hourly, non-exempt employees as required by applicable state law or federal law. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted unless otherwise required by law. On occasion, you may be required to work overtime. Refusal to work required overtime will result in disciplinary action. **OVERTIME MUST BE APPROVED BY MANAGEMENT, IN ADVANCE, IN WRITING.** Failure to obtain prior approval for overtime will result in disciplinary action.

## 412 Mileage and Travel Time Reimbursement

IECP will reimburse our employees for travel time and mileage as follows.

You will be paid mileage monthly (at the approved rate for your region) and drive time (at minimum wage) between all of your appointments after the arrival at your first appointment of the day. You will not be paid for your mileage or drive time from your home to your first assignment, or from your last appointment of the day returning to home.

You will be required to submit a monthly (from the first day of the preceding month to the last day of the month) mileage/travel time log electronically to IECP in order to be compensated for this expense. The form and instructions are attached. Mileage reports are due for the month by 8:00 am on the first day of the following month in order to be paid on our regular payroll run. If the deadline is missed, the payment will be made on the next payroll run. You must submit your mileage report for travel expenses incurred during a preceding month within 30 days of the end of that month.

Northern California mileage reports should be submitted to [redwoodtimeandtravel@iecp.us](mailto:redwoodtimeandtravel@iecp.us)

Southern California mileage reports should be submitted to [timeandtravel@iecp.us](mailto:timeandtravel@iecp.us).

The following stipulations will also apply:

- Mileage will be paid for service appointments that are a minimum of one hour in length.

Mileage will not be compensated for canceled appointments

## 482 Substitute/Absence Policy

IECP depends upon you to be at work, on time each day, as does the child, family and/or school. With this in mind, we are aware that there may be times when you cannot be at work on a given day, such as when you are sick or have a personal matter that needs attention. We ask that you give us appropriate notice so that we may secure a proper replacement for you.

Our general absence policy for School District Behavior Therapists is as follows:

If you are going to be absent, you must do the following:

1. Visit Paylocity on the web or in the App with instructions provided to you as part of your Paylocity training.
2. You may only use Paylocity to call out sick up to 7 am the morning of the absence. As much notice as possible is preferred as it helps us to secure a qualified substitute.
3. You may also be asked, by your supervisor or sub coordinator to contact the sub, school and or family of the child you are assigned to work with.

Some additional guidelines include:

1. **Paylocity Is available 24/7 so please login and create your absence as soon as you know you will be unavailable for work**
2. If you know you are going to be out of town or need time off for personal reasons, you will need to enter your absence in Paylocity and wait for APPROVAL prior to planning or finalizing your time off/plans. Please also see policy **709 Absence From Duty**.

### **When the student you are assigned to is absent:**

1. If the child that you work with has a scheduled absence or is sick, you must contact the sub line at 805-889-3539 and your supervisor as soon as you are made aware of this absence.
2. If you are already on site for your regular case, you must contact your supervisor and the sub line within 15 minutes of the start of the day to report the student absence. You should be prepared for reassignment for the day.
3. If IECF does not have another assignment for you for the day, you will be compensated for ½ of the shift (Usually 3 hours) based on the fact that you reported to work and we did not have work available for you.
4. If you do not contact the sub line at 805-889-3539 and notify of the student absence, you will be in violation of policy and subject to write up. You will not be compensated for the day as you would be considered unavailable for work.

### **When the student you are assigned to is absent:**

5. If the child that you work with has a scheduled absence or is sick, you must log into AESOP and mark yourself as available for the day and to view any other available jobs for the day. Instructions will be provided to you as part of your AESOP training.
6. If you are already on site for your regular case, and you log into AESOP and there are no available jobs for you to fill, you must wait until 9 am to be sure no other subs are needed at which point you will be free to go for the day.
7. You will be compensated for ½ of the shift (Usually 3 hours) based on the fact that you reported to work and we did not have work available for you.
8. If you do not log in to AESOP and mark yourself as available, you will not be compensated for the day as you would be considered unavailable for work that day.

## **502 Work Schedules**

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program.

## **503 Meal and Rest Periods**

Your supervisor will designate your normal work hours. Meal periods are unpaid and are not counted as part of the eight-hour work schedule.

All employees will be provided with a meal period where required by law. Non-exempt employees are authorized and expected to take scheduled meal periods. If six hours will complete an employee's workday, the employee may elect to waive his or her meal period.

Ten-minute rest periods are provided for every four hours of work or major portion thereof. Your supervisor will inform you when you may take your rest period. Non-exempt employees are authorized and expected to take rest periods. Rest periods may not be combined or added to a meal period.

State law and Company policy provide for meal and rest periods. It is Company policy that you take every meal and rest period to which you are entitled. You are to take your meal and rest periods as scheduled. 3By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity and were expected to take your paid rest breaks. Should you discover an error on your time record, or if you were not scheduled for or prevented from taking any meal period or rest break to which you were entitled, you are expected to immediately report this situation in writing to payroll or to your supervisor so that it may be promptly corrected.

## **504 Breaks for Nursing Mothers**

If you are a nursing mother and require breaks to express breast milk during the day, please contact Human Resources or your supervisor for information and to make arrangements to accommodate your needs.

## **505 Requesting FMLA/CFRA Leave**

To apply for an FMLA/CFRA leave, please contact your supervisor and the IECP Human Resources Department (hr@iecp.us). You must provide sufficient information to allow the Company to determine whether your requested leave qualifies for FMLA/CFRA protection, as well as the anticipated timing and duration of the leave. Sufficient information may include a statement that you are unable to perform job functions due to a serious health condition, that a covered family member is unable to perform daily activities, that you or a covered family member require hospitalization or continuing treatment by a health care provider, or a description of circumstances supporting your need for military family leave. You must also inform the Company if your requested leave is for a reason for which FMLA leave was previously taken or certified.

You must provide at least 30 days' advance notice before your FMLA/CFRA qualifying leave is anticipated to begin if the need for the leave is foreseeable. If 30 days' advance notice is not practicable, you must provide as much prior notice as reasonably possible when requesting leave. The notice should be provided in writing, if possible, and should include the timing and the anticipated duration of the leave. The company will respond to requests for FMLA/CFRA leave within five calendar days. To request unanticipated FMLA leave, you must adhere to Company's normal call-in procedures.

After your request for FMLA leave is reviewed, the Company will inform you whether you are eligible under the FMLA, whether your proposed leave will be designated as FMLA-protected and the amount of leave that will be counted against your FMLA leave entitlement. If you are not eligible under the FMLA, the Company will provide you with a reason for your ineligibility. You will also be notified if the Company determines that your leave is not FMLA-protected. If you are eligible under the FMLA,

the Company will inform you of your rights and responsibilities under the FMLA and will notify you of any additional information that you must provide to The Company.

### **506 Benefits during FMLA Leave**

You may be eligible, and are encouraged to apply, for state disability insurance or paid family leave during your FMLA/CFRA. You may also elect to use accrued paid leave, (such as sick leave), if available, for some or all of your otherwise unpaid FMLA/CFRA leave. In this instance, the Company will coordinate benefits so that you receive a maximum of 100% of your regular pay. Since FMLA/CFRA is unpaid, any income received through sick leave, vacation or disability payments will run concurrently with FMLA/CFRA. Use of paid time off benefits will not extend the total time available for leave beyond 12 weeks.

If you receive group insurance benefits under FMLA and/or CFRA, they will continue during your FMLA leave provided you continue to pay your share of the premium, if applicable. Please note that once you have exhausted 12 weeks of FMLA leave in a 12-month period, if you take leave under the CFRA for purposes of baby bonding during the first year of your baby's life, group insurance benefits will not be continued during this leave.

### **507 Certification Requirements**

You must provide the Company with medical certification from a health care provider each time you apply for FMLA leave to care for your own serious health condition or that of your child, spouse or parent. You are also required to provide certification when requesting FMLA qualifying exigency leave or military caregiver leave. For details and assistance, please consult with the HR department at IECF.

After you provide medical certification of your need for leave, the Company may request a second opinion. In this case, the Company may require you or a covered family member to be examined by a health care provider selected by the Company, at Company expense. Additionally, The Company reserves the right to request periodic recertification supporting your need for leave.

### **508 Returning to Work**

At the conclusion of leave, you will be restored to the same job or an equivalent position with equivalent pay and benefits. Previously accrued benefits will not be forfeited; however, seniority or additional benefits will not accrue during the absence.

If you take FMLA/CFRA leave in connection with your own illness or injury, you must obtain a Release to Return to Work form from the attending physician prior to returning to your regular duties. This form must be returned to the Human Resources Department at the time you return to work.

If you are able to return to work, but with limitations or restrictions, please include this information on the Release to Return to Work from the physician. If possible, the release form should be sent to the Human Resources Department or the Company designee five days prior to your return to work. Your immediate supervisor (or other designee) will meet with you to discuss potential accommodations.

If your leave is due to pregnancy, childbirth or related medical conditions, once you are no longer disabled for these reasons, you are eligible to take up to 12 weeks of leave under the CFRA. Employees who are new fathers are also eligible for 12 weeks of CFRA baby bonding leave. Baby

bonding leave may be taken only during the first year of the baby's life or in the 12 months following the birth or foster/adoptive placement of a child. These 12 weeks of leave are available even to employees who have already exhausted their 12 weeks of FMLA leave during the previous 12 months. However, if you have any unused FMLA leave remaining at the time that CFRA baby bonding leave begins, FMLA and CFRA will run concurrently during your leave. Should you exhaust your remaining FMLA balance during baby bonding leave, the balance of the leave will be covered by the CFRA exclusively.

Requests for baby bonding leave must be made in writing. Generally, CFRA leave for baby bonding will be granted in minimum increments of two weeks. However, the Company will grant requests for CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions during the 12-month period.

## **509 Pregnancy Disability Leave Policy**

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions, you are eligible to take a pregnancy disability leave (PDL). If you are affected by pregnancy or a related medical condition, you are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

1. The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions, up to four months (or 88 workdays for a full-time employee) per pregnancy.
2. The PDL need not be taken in one continuous period of time but can be taken on an as-needed basis.
3. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth would all be covered by your PDL.
4. Generally, we are required to treat your pregnancy disability the same as we treat other disabilities of similarly situated employees. This affects whether your leave will be paid or unpaid.
5. You may be required to obtain a certification from your health care provider documenting your pregnancy disability or the medical advisability of a transfer. The certification should include:
  - a. The date on which you became disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the pregnancy disability:
    - you are unable to work at all; or
    - you are unable to perform one or more of the essential functions of your position without undue risk to yourself or the successful completion of your pregnancy, or to other persons; or
    - the transfer is medically advisable.
5. During your pregnancy disability leave, you may be eligible for state disability insurance payments, intended to provide income continuation during your absence. The company will coordinate your disability payments with your available sick leave and, at your option, vacation time.
6. Taking a pregnancy disability leave may impact your benefits and seniority date. For more information regarding your eligibility for a leave, the impact of the leave on your seniority and benefits, please contact Human Resources or the Company designee.

## **510 Paid Family Leave Program**

An employee who is eligible for time off to care for a seriously ill or injured family member or to bond with a minor child within one year of his or her birth or foster/adoptive placement may be eligible for income continuation through the state under the Paid Family Leave Program (PFL).

The following are important definitions for the purposes of Paid Family Leave:

- "Child" includes a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.
- "Domestic partner" is one who qualifies under section 297 of the California Family Code.

- “Parent” includes a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider.
- “Spouse” is a partner to a lawful marriage.

PFL provides eligible workers partial wage replacement for the above reasons for up to 6 weeks in a 12-month period. PFL is a state sponsored insurance program within the Short Term Disability program.

PFL covers all employees who are covered by State Disability Insurance. It provides benefits of approximately 55% of lost wages, but is not a leave entitlement and does not provide job protection or return rights. There is a one week waiting period for benefits, during which an employee will be required to use available sick time (up to half of the annual allotment) and vacation time. Please see Human Resources or the Company designee for more information on PFL.

## **511 Family Military Leave Policy**

In accordance with state law, any employee who works an average of 20 or more hours per week is eligible for up to ten days of unpaid leave when his or her spouse is a member of the Armed Forces, National Guard or Reserves and is home on leave from deployment to an area of military conflict. An employee may choose to use any accrued vacation time during this otherwise unpaid absence.

In some cases, employees requiring state family military leave may also be eligible for a “qualifying exigency” leave under the FMLA. For more information, please contact your supervisor the Human Resources Department at the IECPC office.

To apply for family military leave, you must notify your supervisor or Human Resources at [hr@iecp.us](mailto:hr@iecp.us) within two days of receiving official notice that your military spouse will be on leave. You must also provide the Company with written documentation indicating that your spouse will be on leave from deployment on the dates you request off for family military leave.

## **512 Domestic Violence Leave Policy**

If you are the victim of domestic violence or sexual assault, in accordance with state law you will be granted unpaid leave upon request for any of the following purposes:

- to appear in court to obtain relief such as a restraining order or temporary restraining order to help ensure your health, safety or welfare, or that of your children
- to seek medical attention for injuries caused by domestic violence or sexual assault
- to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault
- to obtain psychological counseling relating to an experience of domestic violence or sexual assault
- to participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation



Although this type of leave is unpaid, if you have any accrued vacation time available, you may elect to use it during a domestic violence leave.

You are expected to provide reasonable notice to your supervisor that you require domestic violence leave unless it is not feasible to do so under the specific circumstances of your particular situation. The Company may require that you submit written documentation, as provided by law, that your absence was for a purpose related to your status as a victim of domestic violence or sexual assault. This documentation must be submitted to your supervisor or Human Resources as soon as possible after your return to work.

For more information about domestic violence leave, please contact your supervisor or the Human Resources Department.

### **513 Crime Victims' Leave Policy**

If you or a member of your immediate family is the victim of certain serious felonies, in accordance with state law IECF will grant your request for unpaid leave for the purpose of attending court proceedings related to the specific crime committed. Although this type of leave is unpaid, if you have any accrued sick leave available, you may elect to use it during crime victims' leave.

Before taking crime victims' leave, you are generally required to provide your supervisor or Elizabeth Sinkler with a copy of the notice of the court proceeding (hearing, trial, etc.) that is given to the crime victim by the appropriate agency, except when it is not feasible to do so under the specific circumstances of your particular situation. Within a reasonable period of time following your return to work, IECF may require that you submit written documentation of the court proceeding as provided by law.

For more information about crime victims' leave, please contact your supervisor.

### **514 Volunteer Emergency Services Providers' Leave Policy**

If you are a volunteer firefighter or a reserve peace officer, or if you provide certain emergency rescue services as defined by state law, upon request IECF will grant you up to 14 days of unpaid leave per calendar year for the purpose of engaging in fire or law enforcement training. Under state law, employees who are emergency services providers may also be eligible for unpaid leave when performing certain emergency duties. For more information, please contact your supervisor.

### **515 Jury Duty or Witness Leave**

IECF encourages employees to serve on jury selection or jury duty when called. *Eligible employees will receive unpaid leave while serving on jury duty. With staff approval you may use accrued sick days in lieu of unpaid leave.* You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served.

Employees who receive a subpoena to be a witness at a hearing or trial will be granted Witness Leave according to the same requirements for Jury Duty above. Witness Leave is not granted if you volunteer to be a witness.

You may retain any mileage allowance, fees, etc., paid by the court for jury or witness service.

## **597 Time Off to Vote**

Employees are encouraged to participate in the political process by voting in public elections. In general, an employee who wishes to vote is expected to do so before or after his or her scheduled shift. However, IECP understands that there may be times when your work schedule might not leave you enough time outside of your shift to vote. Should this be the case in regard to any statewide election, you may arrange with your supervisor to take enough time off so that, when combined with time available before or after your scheduled shift, you will have enough time to vote. Time off for voting must be taken at the beginning or end of your shift.

An employee who knows three working days before a statewide election that time off to vote is needed must give his or her supervisor at least two working days' notice so that schedules can be adjusted to minimize business disruption.

No employee will be penalized or retaliated against for requesting time off to vote.

## **598 School Visits Policy**

Under state law, an employee who is the parent or guardian of a child who has been suspended from school must be allowed time off if requested to appear at the school. If you require time off for this purpose, you must provide reasonable notice to your supervisor. You must use all accrued sick leave available before you use leave on an unpaid basis for school visits in connection with the suspension of your child.

## **599 School Participation Policy**

California's Family School Partnership Act of 1995 authorizes any employee who is a parent, guardian or grandparent with custody of a child in kindergarten through grade 12 to take up to eight (8) hours of Leave of Absence without pay per month, but not to exceed forty (40) hours during a school year, to participate in activities of the child's school. An employee must give reasonable notice of the planned absence to his or her supervisor prior to taking the time off.

## **600 Military Leave**

### **Eligibility**

Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- The employee gave notice that (s)he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice);
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his or her civilian job in a timely manner or submitted a timely application for reemployment.
- In some cases, military leaves of absence beyond five years will be protected.

## **601 Return to Work from Military Services**

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to

employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period.

If an employee served between 31 and 180 days, he or she must file an application for reemployment within 14 days after the completion of military service.

If an employee served more than 180 days, he or she must file an application for reemployment no later than 90 days after the completion of military service.

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of the employee, he or she will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

Employees returning from the armed services will be reemployed in the job that they would have attained if they had not been absent for military service. IECP will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

## **602 Benefits for Military Personal**

Service members and their families will continue to receive health benefits if the employee's absence is for 30 days or less. If the service member's absence will be longer than 30 days, eligible dependents may continue health care coverage under COBRA at their expense for up to 24 months. Employees returning from military leave will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. IECP may not make plan contributions during a military leave. However, upon reemployment, IECP will restart contributions, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions.

## **700 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, IECP expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behaviour that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in 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
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- 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

- Violation of personnel policies
- Unsatisfactory performance conduct
- Engaging in activities that are personal in nature, unrelated to the specific responsibilities of the job or non-compliance with the company policies. In the event that the student has progressed to a level of performance that does not require constant supervision or intervention, IECP staff member shall assist the classroom teacher in a capacity commensurate with the position of employment.

Employment with IECP is at the mutual consent of IECP and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **701 Professionalism**

To maintain a safe and productive work environment, IECP expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on IECP. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

It shall be the policy of IECP that all employees dress in a manner that is appropriate for the work environment. Common sense in personal appearance should be considered and based on the work environment.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image IECP presents to clients.

Extremes in fashions and certain leisure activity clothing (bathing suit, short shorts) should be reserved for wear during non-work hours. However, it is recognized that special activities or environments may require special needs.

IECP respects the appearance and dress policies of the agencies with whom we contract. Therefore, it is expected that all IECP staff, when working on a school site or facility of another agency, will follow the appearance and dress policy of that school or agency.

Consult your supervisor or department head if you have questions as to what constitutes appropriate attire.

Being respectful to teachers, classroom aides, school administrators, and parents are a part of professional conduct and is an essential part of representing IECP's professional reputation.

## **702 Company Communication**

IECP has assigned you a company email address. All company correspondence will be sent to it. Employees are required to regularly check their email and respond in a timely manner (24 hours).

IECP provides many trainings for your professional development throughout the year. These trainings need to be treated with the same respect as your regular job assignments. It is your responsibility to RSVP to all IECP trainings. With regard to the All Staff Trainings, you must RSVP even if you are not able to attend.

Always maintain the same level professionalism and courtesy with the office staff, your supervisor(s), and your colleagues that you do with parents, teachers and administrators. Specifically, with regard to communication.

## **703 Drug and Alcohol Use**

It is IECP's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on IECP premises and while conducting business-related activities off IECP premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, IECP has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the IECP Office without fear of reprisal.

## **704 Cell Phone Use**

In order to ensure that the children for whom the agency is contracted receive the constant supervision necessary for success, it is IECP's firm policy that the use of a cell phone to receive or make personal phone calls during normal working hours is strictly prohibited. IECP recognizes that emergency situations may arise and the use of the cell phone during normal working hours may be unavoidable, however, except for emergency circumstances, it is the company's policy that personal cell phones are to be turned off during normal working hours.

In the event that the employee is expecting an emergency phone call, the employee shall:

- Notify IECP that an emergency exists and it will be necessary for the personal cell phone to remain on during normal working hours.
- Notify the classroom teacher that an emergency call may be received.
- Place the phone on vibrate mode.
- Receive the emergency call outside of the classroom setting.
- Limit the time of the emergency phone call to the minimum.

This policy includes work phone calls from the office or your supervisor. If a work call comes in, let your voicemail answer and check the message when you are finished in the classroom.

## **705 Transportation of Clients**

Employees of IECP shall not use their personal vehicles to provide transportation for the children served. If the child is in need of transportation for services that are to be provided off the school campus or outside the home, it shall be the policy of IECP that the school district or parents assume the sole responsibility of transporting the child.

Under no circumstances are employees to use their personal vehicles for transportation of the children served or to drive any vehicle provided by the parent or other agency.

Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including possible termination of employment.

## **706 Data Collection/Documentation**

In order to insure that all children for whom the agency is contracted to receive the best program possible, it is IECP's policy that, at the direction of the supervisor, those individuals providing behavior intervention services are to daily record pertinent data regarding the student's progress on the behavior goals as stipulated in the student's IEP.

## **708 Use of Company Property for Business Purposes**

IECP may provide furniture, desks, work areas, other company-provided equipment/facilities and computers and communication systems (including land line and cellular telephones, electronic mail, instant messaging, text messaging and Internet messaging systems, electronic bulletin boards, personal digital assistants and other systems). These assets are referred to collectively as "IECP assets." These IECP assets are provided to employees at IECP's expense to assist you in carrying out IECP business.

IECP assets belong to IECP and IECP reserves the right (at any time and without notice) to access, inspect, inventory, or search any IECP asset. Items or information of a personal nature may be discovered in the course of any such exercise of IECP's rights if you use IECP assets for personal purposes. You consent to such access by accepting and using IECP assets.

IECP's e-mail, instant messaging, text messaging, Internet messaging and electronic bulletin board systems are to be used for business related purposes and only to transmit and receive business information. IECP treats all messages sent, received or stored in its e-mail, instant messaging, text messaging, Internet messaging and electronic bulletin board systems as business messages.

IECP has the capability to access, review, and copy and delete any messages sent, received or stored on the e-mail system, on other IECP computer, electronic and Internet resources, and on the message recording and storage systems of IECP-issued cell phones and PDAs. The Company reserves the right to access, review, copy or delete all such messages or to search any IECP Assets for any purpose and to disclose them to any party (inside or outside IECP) it deems appropriate. By using IECP assets, you agree that you have no reasonable expectation of privacy in relation to such usage or any items or information stored in IECP assets.

Should employees make incidental use of the e-mail, instant messaging, text messaging, Internet messaging or electronic bulletin board systems, or of IECP-issued cell phones or PDAs to transmit or receive personal messages, such messages will be treated no differently than other messages, i.e., IECP reserves the right to access, review, copy, delete or disclose them for any purpose. Accordingly, employees should not use the computer or the e-mail system, or any other IECP-owned or IECP-issued electronic device (including voice and text message storage and retrieval systems), to send, receive or store any messages that they wish to keep private. Users should treat the computer and the e-mail, instant messaging, text messaging, Internet messaging and electronic bulletin board systems, and the message storage and retrieval functions of the IECP's cell phones, voice mail systems and PDAs, like a shared file system - with the expectation that messages sent, received or stored in the system (including individual hard disks, chips and other memory storage devices) will be available for review by any authorized representative of IECP for any purpose.

Use of the e-mail system to copy and/or transmit any documents, software, or other information protected by copyright laws is prohibited and will result in disciplinary action.

IECP-issued cellular telephones and personal digital assistants (PDAs) are issued for business-related purposes only and may not be used for other purposes. To facilitate communication between IECP and its employees, any cell phone or PDA issued to an employee must remain on during the employee's scheduled working hours.

IECP treats all voice mail and electronic messages received or stored in IECB-issued cell phones or PDAs as business messages in which employees have no expectation of privacy.

IECB-issued cell phones and PDAs likely contain GPS tracking devices that permit tracking of the location of our IECB property and employees. Employees are prohibited from disabling or interfering with any function (including the GPS tracking device) of IECB-issued cell phone or PDA. During an employee's scheduled working hours, IECB reserves the right to monitor the geographic location of any IECB-issued electronic device. Accordingly, any employee who is issued a IECB-provided cell phone or PDA understands that GPS technology may be employed to track his or her whereabouts during his or her scheduled working hours. Employees should have no expectation of privacy in their physical location during their scheduled working hours.

To use electronic communication tools effectively, employees should follow these guidelines:

- Emails and IMs are not a substitute for oral communication. If you have a matter of importance to discuss, do so in person whenever possible.
- Emails and IMs are to be limited to work related matters, and business etiquette is to be utilized in drafting messages.
- Announcing late arrivals or early departures over IM is not a substitute for proper approvals. Please follow IECB attendance policies.
- Network security procedures are to be followed at all times.
- Never open attachments from an unknown source and always make sure anti-virus software is running and virus definitions are up to date.
- Do not send confidential, proprietary, or trade secret information via IM.
- Do not send emails or IM under another employee's login ID.
- Off-color humor, foul, inappropriate, offensive or discriminatory language and harassment of any kind are prohibited.

Improper use of email or IM may result in discipline up to and including discharge.

## **709 Absence from Duty**

### Absence Due to Illness or Injury:

If you will be absent from a scheduled shift due to illness or injury of yourself or family member you must adhere to the following procedure:

1. If you work in our school program you will need to use Paylocity, IECBs Web Based payroll, software, to report your absence. You must also alert your supervisor via the protocol they request.
2. If you work in homes and community based programs contact your supervisor **and** scheduling coordinator for the assignments you will miss as soon as you know you will be absent. You may need to contact multiple supervisors/coordinators dependant on what sessions you will miss due to illness/injury.
3. Depending on your specific caseload, coordinators and supervisors may ask you to contact families/schools on a case by case basis. We may also work with you to schedule a time to make up the missed session.
4. If you will miss work for 3 days in any week period due to illness, IECB reserves the right to require medical verification that the absence was due to illness/injury.

### Absence for reasons other than Illness:

IECB recognizes and understands that employees may need to request time off for reasons other than illness. IECB will make an effort to honor the request for a leave of absence. It is important for all employees of IECB to understand that absence from duty for any period of time without obtaining prior authorization may be considered adequate cause for dismissal. If there is a compelling emergency circumstance that prevents the

employee from following the assigned work schedule, you must submit a time off request via Paylocity, if you work in school based programs, at least two weeks in advance to request an authorized absence.

Employees of Inclusive Education Community Partnership will be considered absent without authorization, and therefore, subject to disciplinary action, if the absence is not illness related and any of the following conditions are met:

1. The employee is absent or intends to be absent and has failed to notify his/her supervisor with reasonable promptness (two weeks).
2. The employee is absent without first having requested and been granted appropriate leave.
3. The employee is absent from duty, having indicated illness or injury as the reason and was, in fact not ill or not sufficiently injured to be excused from duty.
4. The employee is absent from duty for any reason without appropriate authorization.

## **710 Paid Time Off**

As of July 1, 2016, Based on the criteria stated below, Inclusive Education Community Partnership (IECP) shall provide for Paid time off for all employees who have worked at least 30 days in a year. In addition to being able to use this time for vacation or other personal reasons, this PTO can also be used as paid leave due to illness or injury or to care for an ill or injured family member for all employees.

### **Accrual:**

- Years 1- 3: new Employees of IECP accrue one hour of PTO for every 25 hours worked during their 1st – 3rd years at IECP, up to an 80 hour accrual limit per year.
- Years 4-5: employees in their 4th and 5th years at IECP will accrue one hour of PTO for every 17 hours worked, up to a 120 hour accrual limit per year.
- Years 6+: employees in the 6th year and beyond at IECP will accrue one hour of PTO for every 13 hours worked, up to a 160 hour accrual limit per year.

### **Carryover:**

- At the end of the accrual year (based on your hire date), employees shall have the option of carrying a maximum of 175% of your accrual limit (yrs 1-3=140 hrs; yrs 4-5=210 hrs; yr 6+= 280 hrs) into the next year and/or can request to receive monetary compensation for up to 40 hours of unused accrued hours. The rate of pay will be based on the employee's average hourly rate of compensation. You will need to notify IECPs payroll department of your desire to cash out any available time before or on your anniversary date.

### **Use:**

- An employee may use accrued PTO beginning on the 90th day of employment. You can utilize PTO by oral or written request to the payroll department at the IECP Main office. You must adhere to policy #709 Absence from Duty when requiring time off due to illness or injury or for other non-illness related reasons. When utilizing PTO, the hours of pay are not subject to accrual of additional leave. For staff whose work in based on school district calendars, PTO can be utilized for any off calendar time by submitting oral or written request to the payroll department at the IECP main office.

The maximum amount of PTO hours you accrue is determined by your rate of accrual. Once that maximum is reached, further accruals will cease until the PTO hours are utilized and fall below the maximum allowed. You will not accrue PTO during unpaid leaves of absence.

Employees may only use accrued PTO. You may not “borrow” against un-accrued PTO.



Please notify your supervisor as far in advance as possible of the time you wish to take your PTO. Requests for scheduled PTO must be submitted in writing. Requests for unscheduled PTO must comply with the Company's call-in procedures, as set forth in the Attendance Policy. To ensure that our Company's staffing and operational needs are met at all times, the Company reserves the right to grant PTO requests at its discretion. Even if approved, requests for unscheduled PTO may not necessarily be excused for purposes of the Attendance Policy.

You will be paid for all unused, accrued PTO upon termination of employment

## **712 Personal Relationships at Work**

The employment of relatives, married couples or persons involved in a romantic relationship may cause conflicts, raise issues of favoritism and damage employee morale.

A relative is any person who is related to another employee by blood or marriage. A relative is also any person who is related to another employee by law, for example, by adoption, guardianship or as registered domestic partners.

A "romantic relationship" is one that could be reasonably expected to become a close consensual or sexual relationship regardless of the gender or sexual orientation of the employees involved. "Dating" is included in the definition of "romantic relationship."

A supervisor may not oversee a related employee. An employee in a "romantic relationship" may not be supervised by the romantic partner. A supervisor involved in a "romantic relationship" with another employee or applicant must immediately disclose the relationship to management. A supervisor who is related to another employee or applicant must immediately disclose the relationship to management. A supervisor who fails to follow this policy of disclosure can be disciplined or terminated.

Related or romantically involved employees who are employed in supervisor/subordinate positions have ten (10) working days to decide which employee will transfer to an available position or if possible will be assigned to a different supervisor.

Related or romantically involved employees in any position, who the company determines have raised a conflict of interest or potential conflict of interest, shall have ten working days to decide which employee will transfer to an available position or different supervisor.

If the employees involved are unable to agree which employee will transfer, the company will transfer, or when no position is available, terminate, one of the employees involved.

The company shall decide whether a transferring employee is qualified for the new position.

Employees in a romantic relationship shall refrain from displays of affection or excessive conversation during work hours, at company functions or on company property.

This policy is designed to provide safeguards so that the workplace is not compromised by interpersonal relationships. This policy does not prohibit and will not be enforced in any manner which could interfere with, restrain, or coerce employees from engaging in concerted activities including the right to discuss terms and conditions of employment.

## **713 Caregiver Presence During Services**

IECP believes that the parent/caregivers of the children we serve are an integral part of creating a successful inclusive experience.

In order to ensure that the children for whom the agency is contracted receive the best program possible, it is IECP's firm policy that the parent/caregiver must be present at all times when an agency staff member is in the home. No IECP staff member is authorized by the agency to conduct contracted services without the parent/caregiver present in the home. It is recognized that the parent/caregiver does not have to be in the same room when services are being provided but it is required that the parent/caregiver be in the home at all times.

If the parent/caregiver notifies IECP staff that it will be necessary to leave the home at any time during the contracted service, the IECP employee shall discontinue services for the remainder of that date.

Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including possible termination of employment.

## **716 Progressive Discipline**

The purpose of this policy is to state IECP's position on administering equitable and consistent consequences for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

IECP's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of a disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with IECP is based on mutual consent and both the employee and IECP have the right to terminate employment at will, with or without cause or advance notice, IECP may use progressive discipline at its discretion. Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and still another offense may then lead to termination of employment.

IECP recognizes that there are certain types of employee problems that are serious enough to 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 IECP.

## **718 Incident/Accident Reporting**

Employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor. The supervisor will supply, and the employee shall help the supervisor complete, OSHA Form 301, "Injury and Illness Incident Report." In addition, the supervisor will supply and the employee shall complete the employee portion of "Employee's Claim for Workers' Compensation Benefits." The Company will complete and return a copy of the form to the employee within one working day of the employee's submission date (see Appendix A.)

## **INFECTIOUS DISEASES/BLOODBORNE PATHOGENS EXPOSURE CONTROL**

Exposure to blood borne pathogens and infectious diseases must be addressed in a manner that will protect all employees of Inclusive Education Community Partnership (IECP). To ensure this goal, IECP staff will follow the OSHA Blood borne Pathogens Standard 29 CFR 1910.1030. The following summary outlines the procedures that all IECP staff shall follow.

### **1. EXPOSURE DETERMINATION**

Occupational exposure means **reasonably anticipated** skin, eye, and mucous membrane contact with blood, saliva or other potentially infectious body fluids that may result from performance of employment related duties.

The tasks/procedures that are considered potential routes or exposure for IECP employees include:

- Contact with a student or child who may spit
- Contact with a student or child who may bite
- Contact with a student or child who is bleeding

## 2. IMPLEMENTATION METHODOLOGY

All IECP staff will observe universal precautions. All blood, saliva and other bodily fluids will be considered infectious regardless of the perceived status of the source individual. Work practices shall be implemented in a manner that will eliminate or minimize exposure.

Personal Protective Equipment such as disposable gloves, utility gloves, masks and/or glasses shall be made available upon request from an IECP staff member.

Employees shall wash their hands with soap and water following any contact with blood, saliva or other blood borne pathogens.

All surfaces contaminated by exposure to blood, saliva or other bodily fluids will be decontaminated as soon as possible. A solution of one part bleach to ten parts water shall be used.

All exposure incidents shall be reported to the IECP office immediately. Exposure incidents may include but not be limited to:

- An employee bitten by a student
- Blood, saliva or other bodily fluids entering the eyes, nose, mouth or an open wound
- Clean up of any bodily fluid without the use of personal protective equipment

## 720 Reporting Missing Children

It shall be the policy of Inclusive Education Community) Partnership (IECP) that children under the supervision of an IECP staff member shall at all times be supervised in a safe and orderly environment.

A current phone number, address and emergency phone number shall be maintained for each child under the supervision of an IECP staff member.

In the event of an unauthorized departure of a child under the supervision of an IECP staff member, the IECP staff member shall immediately:

- **Notify the parents**
- **Notify the proper authorities**
- **Notify the IECP Office**

The staff member shall prepare a written report stating the following:

- **The date and time and location of the incident**
- **The activity in which the staff member and child were engaged**
- **The date and time notification was made to the parents and/or authorities.**

## **785 Use of Copyrighted Material**

The staff of IECP realizes that Title XVII of United States Code, the revised Federal Copyright Law, makes it illegal for anyone, except under specified conditions, to duplicate copyrighted materials without permission. It is also realized that severe penalties are provided for unauthorized copying of audio, visual, or printed material, or computer software unless the copying falls within the bounds of the Federal Fair Use doctrine.

Legal Reference:

United States Code Title XVII, Federal Copyright Law

## **790 Problem Resolution**

IECP is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from IECP supervisors and management. IECP strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concerns through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with IECP in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to IECP Office or any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to Director if problem is unresolved.
4. Director counsels and advises employee and assists in putting problem in writing and visits with employee's manager(s), if necessary.
5. Director reviews and considers problem. Director informs employee of decision and forwards copy of written response to employee's file. The Director has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

## **791 Problem Communication**

IECP recognizes the need for an open communication line between all employees of the organization. To ensure that the needs of our clients and staff are met, it shall be the policy of IECP to promote open and honest communication. To achieve this goal, all staff members shall:

Immediately telephone management if a dispute arises between an IECP staff member and a parent, school district staff member or regional center staff member. Information provided shall include:

- The name of the parent/staff member
- The nature of the dispute

- Witnesses (if any)
- Resolution

If requested by management, staff shall provide the above information in writing.

Telephone the IECP office if ill and unable to report to work. Staff members shall also provide the same information to the school/home.

### **795 Reporting of a Complaint**

When an Inclusive Education Community Partnership (IECP) staff member receives a communication from a parent or contracting agency, either written or verbal, indicating a complaint or conflict with a staff member or operational function of the agency, such written communications shall be forwarded to the IECP Office within three days of receiving the complaint. If the communication is verbal, IECP staff members shall, to the best of their ability, prepare a written report outlining:

- The name/phone number of the individual stating the complaint
- The nature of the complaint
- Resolution of the complaint (if applicable)

### **806 Suggestion Program**

As employees of IECP, you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas.

All regular employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit IECP by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making IECP a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management are not appropriate suggestions.

All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your supervisor for help.

Submit suggestions to the IECP Office and, after review, they will be forwarded to the Suggestion Committee. As soon as possible, you will be notified of the adoption or rejection of our suggestion.

Special recognition will be given to employees who submit a suggestion that is implemented.

### **Suggestion Form**

A suggestion is an idea that will benefit IECP by solving a problem, reducing costs, improving operations or procedures, enhancing customer service, eliminating waste or spoilage, or making IECP a better or safer place to work. Statements of problems without accompanying solutions, or recommendations concerning co-workers and management are not appropriate suggestions. If you have questions or need advice about your idea, contact our supervisor for help. (Attach additional sheets if necessary.)

Employee name: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Description of the problem or condition to be improved:

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Explanation of the proposed solution or improvement:

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Reasons why it should be implemented:

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Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*For administrative use:* Date received: \_\_\_\_\_ Date of reply: \_\_\_\_\_