



**NETWORK**  
of Jewish Human  
Service Agencies

# Employee Handbook

Effective Date:  
January 15, 2018

## **INTRODUCTION & WELCOME**

On behalf of your colleagues and the Board of Directors, it is a pleasure to welcome you to the professional team of The Network of Jewish Human Service Agencies.

We believe that each employee contributes directly to The Network's growth and success; and we hope you will take pride in being a member of our team as we work together to advance the critical work of the Jewish Human Service sector.

This Employee Handbook (the "Handbook") was developed to describe some of the expectations of our employees and to outline the policies and benefits available to eligible employees. Employees are required to familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with the Network.

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

## **ABOUT THE NETWORK**

The Network of Jewish Human Service Agencies is the membership association for 140+ non-profit organizations in the United States, Canada and Israel which provide a full range of human services for members of the Jewish community and beyond. The Network is the leading voice for Jewish human service organizations, the go-to resource for best practices, research, innovation, and partnerships; strengthening agencies so that they can better serve their communities and the people who need their help.

The Network strengthens and supports member agencies which serve their communities through a wide range of human services, including career and employment, youth and family, healthcare, immigrant and refugee, disability, counseling and mental health, seniors and Holocaust survivors and caregiver support.

## **I. EMPLOYMENT STATUS:**

This Handbook is not a contract of employment and THE NETWORK makes no promises of any kind in this Handbook. Regardless of what this Handbook says or provides, THE NETWORK remains free to change wages, benefits and all other working conditions as the needs of THE NETWORK dictate.

In addition, employment with THE NETWORK is expressly declared to be "at will." This means that any employee has the right to terminate his or her employment at any time, with or without cause, and THE NETWORK has the right to terminate any employee's employment at any time, with or without cause. Any written or oral promises or representations to the contrary are expressly disavowed and should not be relied upon by any employee. Any changes to this "at will" employment status must be in writing and signed by the President/CEO or board chair of THE NETWORK. No other representative of THE NETWORK is authorized to enter into any agreement or make any statement which alters this "at will" relationship.

NETWORK employees and their positions of employment are structured as follows:

- A. Regular: A regular full time employee is one that works a minimum of 35 hours a week for full time status, including one hour for lunch as not paid. An employee must work a minimum of 30 hours a week to receive benefits. The initial employment period is 3 months when a performance review is conducted and the employee is then eligible for benefits following completion of a satisfactory review. Another employee review will be conducted during the 6<sup>th</sup> month of employment and annually thereafter from the date of hire.
- B. Part-Time: A part time employee is one who works less than the full scheduled work week and is paid based on his/her work schedule. A part-time employee working one-half or more of the regularly scheduled work week will be entitled to prorated sick leave, holiday and vacation benefits as provided in this Handbook.
- C. Administrative and Professional: Regular, Part-Time or Project Employees may be either administrative or professional, as provided in the individual Job Description of the employee.
- D. Project: A project employee is one who is hired with the understanding that the employment will be of a limited nature and for a specific, defined period. Project employees are paid for hours worked and are not eligible to receive any benefits. If a project employee is subsequently hired for a regular position with different duties, he or she will be subject to the policies associated with the period of initial employment.

## **II. EMPLOYMENT POLICIES:**

- A. Job Description: All employees will have a written individual job description. This job description will be reviewed periodically to determine if it accurately presents the essential functions of the position. Job descriptions will be part of the personnel file of the Employee.
- B. Salaries: Salaries are based upon position. Salary determinations are based upon evaluation of the job performance, professional growth, prevailing wage practices in the

area, parity between positions, special recognition of exceptional services, and the financial status of THE NETWORK.

- C. Evaluation: Evaluation is for the purposes of determining relative progress and accomplishment of the Employee and to give him/her opportunities for growth and professional development. Evaluations also help to determine personnel action with respect to salary increases, promotions, demotions, or severance, and for assisting THE NETWORK in strengthening its programs and services.
1. There will be a formal evaluation of performance of all staff members at the completion of the first three months of employment, and again following six months of employment and then annually thereafter.
  2. Evaluations will be in writing and discussed individually with the Employee who will have the right to attach a written response to the evaluation for his/her personnel file.
  3. The President/CEO will evaluate all professional personnel. All other personnel will be evaluated by the President/CEO or at his/her discretion, by the supervisor of that Employee.
  4. The evaluation of the President/CEO will be subject to the terms of his/her employment agreement.

### III. RESIGNATION:

- A. Administrative Employees are asked to give at least two (2) week's written notice of resignation.
- B. Professional Employees are asked to give at least one (1) month's written notice of resignation.
- C. The requested notice period may be waived at the discretion of the President/CEO.

### IV. TERMINATION:

- A. Categories of Termination:
1. Discretionary Dismissal: The President/CEO reserves the right to terminate employment, for any reason, in his/her sole discretion.
  2. Retrenchment or Reorganization: Reorganization will be considered to include any change in the philosophy, purpose, organization or program of THE NETWORK which alters job requirements, eliminates positions, or results in new staff alignments which provide no suitable place for a specific Employee. Retrenchment will be considered to include the elimination of a position, or the reduction in work schedule arising from organizational or program changes.
  3. Incompetence: Factors, which may be considered in the determination of incompetence are:
    - a. The inability of the Employee to establish sound relationships with supervisors, other staff or lay leadership.
    - b. Lack of growth or progress on the job as evidenced by written evaluations.
    - c. Lack of skill in the performance of duties.
    - d. Irregular attendance at work.

- e. Lack of understanding and acceptance of the philosophy of THE NETWORK.
- 4. Gross Misconduct or Malfeasance: Gross misconduct or malfeasance includes, but is not limited to, insubordinations, theft, dishonesty, unauthorized use of our disclosure to a third person of the records or confidential information of the organization.

The foregoing is not an exhaustive list of every prohibited offense or reason for termination. Nor should the foregoing list be interpreted to mean that employees can only be terminated for these reasons or for certain specified reasons. As set forth in the Introduction to this handbook, employment with THE NETWORK means that both the employee and THE NETWORK can terminate an employee's employment at any time for any reason.

**B. Notice:**

- 1. Where dismissal is for incompetence, gross misconduct, or malfeasance, no notice is required.  
Where dismissal is pursuant to discretionary authority, retrenchment, or reorganization, Administrative Employees will be given one (1) week notice of termination and Professional Employees will be given two (2) weeks' notice.
- 2. At the discretion of the President/CEO, payment of salary may be substituted for the notice period, and termination may become effective with the Notification of Dismissal.

- C. Severance Pay:** Severance pay will be granted solely at the discretion of the President/CEO.

**V. Grievance Procedure:**

Any individual grievance which an Employee may have regarding THE NETWORK personnel practices, including dismissal, should be referred to the President/CEO, in writing. If a satisfactory agreement is not reached, the Employee may then request a review by the Board Chair of THE NETWORK. If satisfactory agreement is not reached, the Employee may request a review by the Board of Directors, whose decision is final.

**VI. Whistle-Blower Policy:**

- A. THE NETWORK has enacted a policy for the protection of employees who report to THE NETWORK suspected or actual occurrences of illegal, unethical or inappropriate events (behaviors or practices) without retribution.

- B. This policy is intended to encourage Board members, staff and others to report to THE NETWORK suspected or actual occurrences of illegal, unethical or inappropriate events (behaviors or practices) without retribution.
- C. The Whistle-blower should promptly report the suspected or actual event to his/her supervisor.
- D. If the Whistle-blower would be uncomfortable or otherwise reluctant to report to his/her supervisor, then the Whistle-blower could report the event to the next highest or another level of management, including to an appropriate board or committee member.
- E. The Whistle-blower can report the event with his/her identity or anonymously.
- F. The Whistle-blower shall receive no retaliation or retribution for a report that was provided in good faith (not done primarily with malice to damage another member of the organization).
- G. A Whistle-blower who makes a report that is not done in good faith is subject to discipline, including termination of the Board or employee relationship or other legal means to protect the reputation of the organization and members of its board and staff.
- H. Anyone who retaliates against the Whistle-blower (who reported an event in good faith) will be subject to discipline, including termination of board or employee status.
- I. Crimes against person or property, such as assault, rape, burglary, etc. should immediately be reported to local law enforcement personnel.
- J. Supervisors, managers and/or board members who receive the reports must promptly act to investigate and/or resolve the issue.
- K. The Whistle-blower shall receive a report within five business days of the initial report, regarding the investigation, disposition or resolution of the issue.
- L. If the investigation of a report that was conducted in good faith and investigated by internal personnel is not to the Whistle-blower's satisfaction, he/she continues to have the right to report the event to the appropriate legal or investigative agency.
- M. The identity of the Whistle-blower, if known, shall remain confidential to those persons directly involved in applying this policy; however, if the issue requires investigation by law enforcement, members of the organization are subject to subpoena.

**VII. CONFIDENTIALITY:**

- A. Employees will learn confidential information concerning THE NETWORK's business operations, practices and procedures, and information concerning member agencies. All such information obtained is to be kept confidential at all times both during the employee's term of employment with THE NETWORK and following the employee's termination or retirement from THE NETWORK. At no time should any such information relating to THE NETWORK's operations, services, persons employed or other issues be divulged to anyone outside of THE NETWORK, or anyone within THE NETWORK except to the extent that such disclosure is necessary in performing the employee's job duties.
- B. Violation of this policy is a serious offense, subjecting the Employee to discipline and possible immediate termination.

## VIII. CONFLICT OF INTEREST

- A. THE NETWORK is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of THE NETWORK as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.
- B. Consequently, there exists between THE NETWORK and its Board, officers, management and employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The Board, officers, management and employees have the responsibility of administering the affairs of THE NETWORK honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of THE NETWORK. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with THE NETWORK or knowledge gained therefrom for their personal benefit. The interests of THE NETWORK must be the priority in all decisions and actions.
- C. This statement is directed to not only directors and officers, but to all employees who can influence the actions of THE NETWORK. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning THE NETWORK.
- D. Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:
1. Persons and firms supplying goods and services to THE NETWORK.
  2. Persons and firms from whom THE NETWORK leases property and equipment.
  3. Persons and firms with whom THE NETWORK is dealing or planning to deal regarding the gift, purchase or sale of real estate, securities, or other property.
  4. Competing or affinity organizations.
  5. Donors and others supporting THE NETWORK.
  6. Agencies, organizations and associations which affect the operations of THE NETWORK, including member agencies of THE NETWORK.
  7. Family members, friends, and other employees or officers.
- E. A conflicting interest may be defined as an interest, direct or indirect with any persons or firms as noted above. Such an interest might arise through:
1. Owning stock or holding debt or other proprietary interests in any third party dealing with THE NETWORK.
  2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with THE NETWORK.
  3. Receiving remuneration for services with respect to individual transactions involving THE NETWORK.
  4. Using THE NETWORK's time, personnel, equipment, supplies, or good will for other than NETWORK approved activities, programs, and purposes.
  5. Receiving personal gifts or loans from third parties dealing or competing with THE NETWORK. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

F. The areas of conflicting interest noted above, and the relations in those areas which may give rise to conflict are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

G. The fact that one of the interests described above exists does not necessarily mean that: a conflict exists; the conflict, if it exists, is material enough to be of practical importance; if material, upon full disclosure of all relevant facts and circumstances, it is necessarily adverse to the interests of THE NETWORK

H. However, it is the policy of the board that the existence of any of the interests described above shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

I. Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. THE NETWORK's Executive Committee has determined that the transaction is in the best Interest of the organization.

J. Disclosure in the organization should be made to the President/CEO (or if he/she is the one with the conflict, to the Board Chair), who shall bring the matter to the attention of THE NETWORK's Executive Committee. Disclosure involving directors should be made to the Board Chair, (or if he/she is the one with the conflict, to the Board Vice Chair) who shall bring these matters to the NETWORK's Executive Committee. The NETWORK's Executive Committee shall determine whether a conflict exists and in the case of an existing conflict the contemplated transaction may be authorized as just, fair, and reasonable to THE NETWORK. The decision of THE NETWORK's Executive Committee on these matters will rest in their sole discretion, and their concern must be the welfare of THE NETWORK and the advancement of its purpose.

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
**TO BE COMPLETED ANNUALLY BY ALL EMPLOYEES:**

Preliminary note: To be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you.

These persons are termed "affiliated persons" and include the following:

- A. Your spouse, domestic partner, child, mother, father, brother or sister;
- B. Any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- C. Any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

\_\_\_\_\_

2. CAPACITY: NETWORK Board of Directors/Staff

NETWORK Executive Committee

NETWORK Board Member

NETWORK staff (position): \_\_\_\_\_

3. Have you or any of your affiliated persons provided services or property to THE NETWORK in the past year?

YES  NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

4. Have you or any of your affiliated persons purchased services or property from THE NETWORK in the past year?

YES  NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which THE NETWORK was or is a party?

YES  NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

6. Were you or any of your affiliated persons indebted to pay money to THE NETWORK at any time in the past year (other than travel advances or the like)?

YES  NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from THE NETWORK or because of your relationship with THE NETWORK, that in the aggregate could be valued in excess of \$1,000, that were not or will not be compensation directly related to your duties to THE NETWORK?  
\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving THE NETWORK?  
\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by THE NETWORK [Board or a duly constituted committee thereof] in accordance with the terms and intent of THE NETWORK's conflict of interest policy?  
\_\_\_\_ YES \_\_\_\_ NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

\_\_\_\_\_  
\_\_\_\_\_

I CONFIRM that I have read and understand THE NETWORK's conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the Board Chair immediately.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**IX. WORKING CONDITIONS:**

- A. Hours of Work: With the exception of employees who are assigned to the main administrative office of THE NETWORK, several members of the agency staff work in a virtual or at home office environments. All employees are expected to be working during designated and/or otherwise assigned hours. Each employee's schedule will be determined by the President/CEO to ensure the efficient operation of the organization and the timely execution of the work of THE NETWORK. Lunch for full time employees is one hour unpaid each day.
- B. Holidays: THE NETWORK will remain closed and all full-time employees will receive leave of absence with pay for the following holidays:  
Legal: New Year's Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas.  
Jewish (Leave of absence is provided with pay when the following Jewish holidays occur on a work day): First two (2) days of Passover, last two (2) days of Passover, Shavuot (2 days), Rosh Hashanah (2 days) Yom Kippur, First 2 days of Sukkot, Sh'mini Atzeret and Simchat Torah. Additionally, on the eve of these Jewish holidays, THE NETWORK will close early at 3 pm, with the exception of Rosh Hashanah, Yom Kippur and Passover, closing on the eve of those holidays at 1 pm.
- C. If a Jewish holiday occurs during a time when THE NETWORK is closed, either for a weekend or legal holiday as defined above, the Employee will not receive pay or leave of absence for the Jewish holiday.
- D. As a courtesy to other religious groups, employees who declare their adherence to a religion other than Judaism may observe their appropriate religious holidays by using accumulated vacation if available or by arranging for the day off without pay. Arrangements must be made in advance with the President/CEO.
- E. Part-time Employees who work half time or more per week and are scheduled to work on a holiday will be entitled to that day off with pay.
- F. To be paid for the Jewish or legal holiday, an individual must be present for work, on scheduled work days, for the work days immediately preceding or following the Legal and/or Jewish holiday.

**X. VACATION:**

- A. All regular employees of THE NETWORK who work at least 30 hours a week, and are between 1 and 5 years employed by THE NETWORK, shall earn 15 days of vacation. For Employees who have more than 5 years of employment, 20 days of vacation are earned each year.
- B. Part time regular employees shall accrue vacation days on a prorated agreement with the President/CEO.
- C. Employees with accrued vacation are able to carry over 5 unused days each year. These unused days must be taken as vacation days by March 30th each year. Any unused vacation days following March 30th will be forfeited.
- D. Vacation allowance for new Employees with less than one year's service will be prorated based on each month of service.

- E. Vacation time is planned with the approval of the President/CEO.
- F. Vacation time is accrued but not vested during the initial employment period.
- G. Vacation eligibility will be computed from the anniversary of the Employment.
- H. Subject to the receipt of proper notice, if applicable, accrued vacation time will be given to any employee who resigns or who is dismissed pursuant to discretionary authority or because of retrenchment, reorganization, or incompetence.

**XI. SICK LEAVE:**

- A. Employees who work a minimum of 30 hours per week shall accrue 5 days of sick leave per year.
- B. THE NETWORK provides for a short-term disability bank for all employees. Staff can carry over unused sick leave into a short-term disability bank with a maximum accumulation of 70 days.
- C. THE NETWORK will provide 5 days to the Employee's short-term disability bank each year.
- D. Evidence of sick leave, including Doctors' notes, may be required for the payment of Sick Leave benefits.
- E. Sick leave may be utilized for personal illness, injury or maternity or for the illness or injury of a spouse, child, or parent, excluding occupational illness or injury incurred while working for another employer.
- F. When an employee is absent from duty owing to a work injury, the sick pay allowance will be reduced by any weekly disability indemnity to which he/she may become entitled under State Worker's Compensation statutes.
- G. Unused Short -Term Disability leave may not be converted into pay.

**XII. BEREAVEMENT OR EMERGENCY LEAVE:**

- A. At the discretion of the President/CEO, up to five (5) scheduled work days of administrative leave with pay shall be granted upon the death of any member of the employee's immediate family. For purposes of this policy, "immediate family" shall mean parents, siblings, children, spouse, in-laws, (mother-in-law, father-in-law) and grandparents.
- B. Leave of more than five (5) scheduled work days may be granted under extraordinary circumstances using annual leave and/or leave without pay, pursuant to those policies and subject to the prior approval of the President/CEO.
- C. Up to two (2) days per year of administrative leave with pay shall be granted upon the death of extended family. "Extended family" shall mean aunts, uncles, or other close family members.

**XIII. JURY DUTY:**

Employees must notify President/CEO when called for Jury Duty and provide copies of related documentation for their personnel file. THE NETWORK will treat Jury Duty as a paid work day.

**XIV. PREGNANCY DISABILITY LEAVE:**

Federal Law requires that "disabilities caused or contributed to by pregnancy, child birth or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or Sick Leave plan available in connection with employment." Therefore, when a doctor determines that an Employee can no longer perform her regular duties due to pregnancy, she is entitled to disability benefits in accordance with THE NETWORK's Sick Leave policy.

**XV. PARENTING LEAVE:**

Upon the birth or adoption of an infant, less than 12 months of age:

- A. A regular Employee may be granted Parenting Leave without pay for a period not exceeding three months.
- B. An Employee on Parenting Leave will advise the President/CEO one month in advance of the time he/she wishes to return to work.
- C. An Employee returning from Parenting Leave will be entitled to return to his or her old job or similar job.
- D. An Employee taking Parenting Leave can receive pay for accumulated vacation leave.
- E. Seniority will not be interrupted.
- F. The President/CEO will only approve Parenting Leave after evaluating THE NETWORK's staffing needs.

**XVI. SALARY AND EXPENSES:**

- A. Employees shall be paid semi-monthly on the 15<sup>th</sup> and 30<sup>th</sup> of each month or the preceding workday, if the 15<sup>th</sup> or 30<sup>th</sup> fall on a non-workday. Pay covering less than a payroll period will be prorated accordingly.
- B. When a personal car is required for THE NETWORK business purposes, the Employee will be reimbursed for such use at the rate established by the US Internal Revenue Service for business mileage.
- C. When an Employee is required to represent THE NETWORK at events, THE NETWORK will reimburse the Employee for reasonable out of pocket expenses, subject to review/approval by the President/CEO.
- D. Any anticipated expenses which are known in advance to be in excess of \$100 require pre-authorization by the President/CEO. Without such authorization, these expenses will not be reimbursed to employees.

- E. When feasible, receipts will be submitted for expenses such as meals, tolls, parking fees, office purchases, etc. in order to receive reimbursement.

**XVII. WORKERS' COMPENSATION:**

All Employees of THE NETWORK will be covered by a Worker's Compensation policy that is in accordance with the Laws of the State wherein they have their primary office.

**XVIII. INSURANCE:**

- A. THE NETWORK makes available to all personnel who work a minimum of 30 hours per week the option to enroll in a NETWORK sponsored health insurance plan.
- B. Employees who meet the 30-hour minimum are able to choose from a number of plan options within the plan. All employees are required to contribute via payroll deduction toward the monthly premium expenses associated with the chosen plan.
- C. THE NETWORK also makes available a life insurance policy for all personnel who work a minimum of 30 hours per week. THE NETWORK pays the premium for coverage which corresponds to 50% of the annual salary of each eligible employee. Employees have the option to purchase additional coverage at their own expense.
- D. Short Term Disability insurance is provided to staff who work a minimum of 30 hours per week and will continue to provide coverage for first 90 days of disability. This coverage is paid by THE NETWORK as a benefit for all employees who meet eligibility requirements.
- E. An Employee may submit proof of coverage for other health, life or disability insurance for that provided by THE NETWORK; THE NETWORK will not, however, either pay the costs of such substituted insurance nor provide any compensation or other benefits to employees in lieu of THE NETWORK's coverage.
- F. THE NETWORK makes available for all personnel who work a minimum of 30 hours per week, the option to set aside dollars from their pay into a Flexible Spending Account. These dollars are then available to support healthcare and/or dependent care expenses on a pre-tax basis. The terms and spending limits for each account are set and communicated to all employees on an annual basis in accordance with the terms of the US Internal Revenue Service.
- G. THE NETWORK also makes available for all personnel who work a minimum of 30 hours per week, the option to enroll in NETWORK sponsored dental and vision policies. The terms and benefits associated with these policies are shared with personnel on an annual basis.

**XIX. STAFF DEVELOPMENT:**

- A. Employees are encouraged to participate in opportunities which support professional development. With the approval of the President/CEO, a Regular Employee may be given time

off with pay to engage in such opportunities. In certain cases, the President/CEO will have the discretion to reimburse regular Employees for expenses incurred relating to such opportunities B. With the express approval of the President/CEO, a Regular Employee may be permitted time to take special formal education courses. In certain cases, the President/CEO will have the discretion to reimburse Employees for expenses that may be incurred relating to such courses.

**XX. OVERTIME AND COMPENSATORY TIME:**

Overtime payments are limited to non-exempt employees. Compensatory time may be provided in lieu of overtime pay at the discretion of the President/CEO.

**XXI. RETIREMENT PLAN:**

Upon successful completion of one (1) full year of employment, THE NETWORK will enroll Regular Full-time Employees in a NETWORK sponsored 403 (b) retirement plan. Employees can designate personal contributions to this plan via payroll deduction. Additional contributions to the plan may be made by THE NETWORK at a rate determined by the Board of Directors.

**XXII. ANTI-HARRASSMENT POLICIES:**

It is the policy of THE NETWORK to prohibit harassment of its employees in the workplace on the basis of gender, sexual orientation, race, age, religion, national origin, disability, and any other protected status by any person in any form, including e-mail, via social media and/or via voice mail. Harassment includes any conduct or comments, explicit or otherwise, which involve offensive implications, create a hostile or offensive working environment, or the subject of the conduct or comment is an employee's sex, sexual orientation, race, age, religion, national origin, disability or any other protected status. Sexual harassment also includes unwanted or unwelcome flirtations, advances, verbal abuse, threats, degrading comments or the display of sexually suggestive objects or pictures or forms of harassment (including electronically) of a sexual nature when submission to such conduct is either explicitly or implicitly made a term or condition of employment or is used as a basis for employment decisions.

If harassment on the basis of gender, sexual orientation, race, age, religion, national origin, disability or any other protected status is committed, the employee should report such conduct or comment to the President/CEO. All complaints shall be investigated and if necessary appropriate disciplinary action shall be taken, up to and including termination of employment. The employee should contact The NETWORK's board chair to facilitate and/or renew an investigation if the concern involves the President/CEO or if the employee remains unsatisfied

after the initial investigation is complete. All complaints and information regarding any investigation will be maintained in strictest confidence. THE NETWORK will not tolerate retaliation against any employee making a good faith harassment complaint. The President/CEO of THE NETWORK will renew an investigation if an employee remains unsatisfied after the initial investigation is completed.

**XXIII. EMPLOYEE USE OF THE INTERNET:**

- A. The Internet. Access to the internet through THE NETWORK is primarily for business use. Within reasonable boundaries, occasional personal use is acceptable, provided it is undertaken before or after working hours or during the employee's lunch hour. Employees are prohibited from participating in gambling, non-work related private businesses, political activities, pornographic sites, or any sites involving illegal activity at any time. By the same token, employees may not participate in non-business-related discussion groups, listserv's or other mailing lists. Participation in any of these sites will be grounds for immediate dismissal.
- B. Email: Employees have no expectation of privacy in the use of THE NETWORK's email system. Therefore, communications with spouses, relatives and others may be saved and read by the employer. While email exists at THE NETWORK for business purposes, limited personal use is permitted.
- C. Computers: THE NETWORK has the right to monitor all computer usage and email transmissions, internal and external. Therefore, employees should refrain from storing any data or transmitting any messages which contain any personal, private or confidential information they are not willing to share with management
- D. Social Media Postings: Employees must use discretion in posting comments on professional and personal social media websites. Posting inflammatory or offensive comments or sharing confidential information about THE NETWORK or any of our employees, volunteers or member agencies may result in immediate dismissal.
- E. Maintenance/Return of Equipment: THE NETWORK requires all employees to use care when operating NETWORK owned equipment and reserves the right to hold employees liable for repairs resulting from poor maintenance and/or not returning equipment (phone, computers, laptops, printers, etc.) in satisfactory condition upon termination or resignation.

**XXIV. DISTRIBUTION TO EMPLOYEES:**

Each employee will receive and read this Employee Handbook at the time of initial employment and at such time as the policies contained herein are revised. A signed statement to this effect will be included in the personnel file of each employee.

**XXV. CHANGES:**

These personnel policies will be subject to change or amendment by the Board of Directors of THE NETWORK.



I hereby acknowledge receiving the NETWORK's Employee Handbook. By signing this form, I also acknowledge that I understand the following:

- This Handbook is not a contract of employment and THE NETWORK makes no promises of any kind in this Handbook. Regardless of what this Handbook states or provides, THE NETWORK remains free to change wages, benefits and all other working conditions without having to consult me or anyone else.
- My employment with THE NETWORK is "at will." This means that I have the right to terminate my employment at any time, with or without cause, and THE NETWORK has the right to terminate my employment at any time, with or without cause. I will not rely on any written or oral promises or representations to the contrary as same are expressly disavowed. Any changes to this "at will" employment status must be in writing and signed by the President/CEO or Board Chair of THE NETWORK. No other representative of THE NETWORK is authorized to enter into any agreement or make any statement which alters the "at will" relationship.

Date\_\_\_\_\_

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

Employee Name (typed or printed) \_\_\_\_\_