2018-2021
Collective Bargaining Agreement
Between
The Neighborhood House Association
and
Service Employees International Union, Local 221
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PREAMBLE

This Agreement is made and entered into by The Neighborhood House Association (the “Employer” or “NHA”) and Service Employees International Union, Local 221 (the “Union” or “SEIU Local 221”). The Employer and the Union acknowledge and agree that this Agreement is the result of meeting and negotiating in good faith and further acknowledge and agree that this Agreement contains all matters on which the parties reached agreement.

ARTICLE 1: PHILOSOPHY AND PURPOSE OF AGREEMENT

NHA and SEIU Local 221 embrace and are committed to NHA’s Vision Statement and Mission Statement, which provide as follows:


Mission Statement: To enrich lives through a continuum of education and wellness services.

NHA is a multi-purpose social service organization currently providing countywide services covering a broad spectrum of comprehensive educational, health and human care programs designed to strengthen individual families through self-sufficiency.

NHA and SEIU Local 221 embrace and are committed to comply with the NAEYC Code of Ethics that all NHA employees are expected to follow. With respect to NHA’s Head Start operations, NHA and SEIU Local 221 embrace and are committed to comply with the Head Start Act of 2007, as may be amended from time-to-time, and related Program Performance Standards, and regulations promulgated in interpretation thereof.

NHA and SEIU Local 221 agree that the purpose of this Agreement is to support these core philosophies and standards by establishing wages, hours, and conditions of employment in the Head Start operations that result in a performance-based work environment. It is agreed that serving the needs of the children and their families is the paramount objective and, that this is best accomplished by maintaining a harmonious work environment that facilitates the ability of employees to maximize their potential and provide the highest quality of service to NHA’s clients.

ARTICLE 2: UNION RECOGNITION

2.1 Non-Professional Bargaining Unit

The Employer recognizes the Union as sole and exclusive bargaining agent for the employees in the following bargaining unit:

All full-time and regular part-time non-professional Head Start employees, including associate teachers, teacher assistant trainees, cooks, food service workers, drivers, bus drivers, bus monitors, office assistants, custodians, family service specialists, and social service technicians employed by the Employer at all of its facilities and operations located in San Diego County but excluding all other
employees, professional employees, casual employees, family resource technicians, all employees assigned to the Employer’s main headquarters (currently located at 5660 Copley Drive), team leader pay custodians, management analysts, administrative assistants, senior office assistants, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act (the “Act”).

The Employer and the Union acknowledge and agree that in proceedings before the National Labor Relations Board (the “NLRB”) they previously stipulated to excluding certain individuals from this bargaining unit (and/or the professional bargaining unit) due to the nature of those individuals’ job duties, such as assignment to the Employer’s Content Area Coordination Unit (the “CACU”). Furthermore, the parties agree that those individuals and any other individuals who assume materially similar job duties of those individuals shall remain excluded from the bargaining unit(s) unless the job duties of those individuals have materially changed such that the basis for excluding the individuals from the bargaining unit at the time of the NLRB proceedings no longer exists, such as a transfer of assignment from the CACU.

New non-professional Head Start positions created by the Employer may be added to the non-professional bargaining unit if the Employer and the Union so agree. If the parties cannot agree on adding a new non-professional Head Start position to the bargaining unit, the issue must be resolved by either or both parties filing a petition for unit clarification with the NLRB.

2.2 Professional Bargaining Unit

The Employer recognizes the Union as sole and exclusive bargaining agent for the employees in the following bargaining unit:

All full-time and regular part-time professional Head Start employees, including home visitors, teachers, and mentor teachers employed by the Employer at all of its facilities and operation located in San Diego County but excluding all other employees, non-professional employees, casual employees, management analysts, administrative assistants, senior office assistants, all employees assigned to the Employer’s main headquarters (currently located at 5660 Copley Drive), confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act (the “Act”).

The Employer and the Union acknowledge and agree that in proceedings before the National Labor Relations Board (the “NLRB”) they previously stipulated to excluding certain individuals from this bargaining unit (and/or the non-professional bargaining unit) due to the nature of those individuals’ job duties, such as assignment to the Employer’s Content Area Coordination Unit (the “CACU”). Furthermore, the parties agree that those individuals and any other individuals who assume materially similar job duties of those individuals shall remain excluded from the bargaining unit(s) unless the job duties of those individuals have materially changed such that the basis for excluding the individuals from the bargaining unit at the time of the NLRB proceedings no longer exists, such as a transfer of assignment from the CACU.

New professional Head Start positions created by the Employer may be added to the professional bargaining unit if the Employer and the Union so agree. If the parties cannot agree on adding a
new non-professional Head Start position to the bargaining unit, the issue must be resolved by either or both parties filing a petition for unit clarification with the NLRB.

For purposes of this Agreement, the term “employee(s)” refers to any full-time or regular part-time Head Start employee(s) in the applicable bargaining unit described in this Article.

**ARTICLE 3: MANAGEMENT RIGHTS**

Unless provided otherwise by the specific terms of this Agreement, the Employer retains the sole and exclusive right to manage its affairs and business, in general, and its Head Start operations, in particular, including but not limited to the right to (a) determine the vision, mission, goals, objectives, and strategies of the Head Start operation and the entire organization and take any actions needed to carry out these matters, (b) handle any and all applications, negotiations, and other dealings with Head Start and/or other funding agencies, (c) hire, supervise, direct, train, evaluate, assign, schedule, transfer, promote, demote, discipline, and/or retain employees in the Head Start operations and elsewhere in the organization, (d) determine the size and composition of the workforce and the number of hours to be worked in the Head Start operations and elsewhere in the organization, (e) determine the services to be provided by, the operations to be performed by, the technology to be utilized in, the performance standards to be followed by, the productivity or efficiency standards to be used in, and the methods of work to be performed by the Head Start operations and the entire organization, and (f) maintain and improve the productivity and efficiency of the services and operations of the Head Start operations and the entire organization.

**ARTICLE 4: EXISTING AND PAST POLICIES, PROCEDURES, RULES, AND PRACTICES**

4.1 Applicable Existing and Past Policies, Procedures, Rules, and Practices

All of the Employer’s current policies and procedures applicable to the bargaining units are attached hereto.

The Union recognizes the right of the Employer to establish and maintain corporate policies, as well as administrative procedures to implement such policies, governing the conduct or activities of all NHA employees. In the event of a direct conflict between the Employer’s policies or procedures, and this Agreement, unless contrary to law, the terms of this Agreement shall prevail with respect to the bargaining units. Any new Employer policies or procedures will be in writing and provided to the Union, whenever reasonably possibly within thirty (30) days in advance of the effective date of the applicable policy or procedure. Upon written request of the Union, the Employer will meet with the Union to discuss and inform about any such policies or procedures. Such policies, procedures, or rules will be made available to the employees on the Employer’s intranet and/or otherwise distributed or conspicuously posted.

4.2 Employee Dress Code

NHA requires employees to always appear for work in attire that is appropriate and suitable for the work setting. This may vary slightly from one area to another depending on the nature of the work, exposure to the general public, customers, and the environment.
The following guidelines are not intended to be all-inclusive, but rather should help set the
general parameters for appropriate attire and guidelines for good judgement and common sense
about items not specifically addressed. The principal goal is to ensure a professional appearance.
It is prudent for employees to be mindful of the day’s activities when selecting what to wear.

Employees are expected at all times to present a professional, businesslike image to customers
and the public. Acceptable personal appearance, like proper maintenance of work areas, is an
ongoing requirement of employment with NHA. Radical departures from dress code policy or
personal grooming and hygiene (such as offensive body odor) are not permitted.

If an employee is hosting or attending meetings with customers or vendors from other offices,
they should refrain from wearing casual attire unless they know that meeting attendees will also
dress in similar attire.

Office workers and employees who have regular contact with the public must comply with the
following personal appearance standards:

- Employees must wear their NHA ID badge and any NHA issued uniform at all times
  while working at an NHA worksite;
- All clothing, make-up, and facial hair should be clean and neat in appearance; Hair
  should be clean and neatly arranged;
- Excessive tattoos and body piercings (other than earrings) should not be overtly
  visible;
- Employees should not wear tanks tops, halter tops, revealing or low-cut blouses,
  tops that resemble underwear, tops that reveal a bare midriff, transparent tops, and
  visible undergarments;
- Skorts, skirts, dresses, and similar clothing must be at least fingertip length as
  measured with arms and hands extended by the side of the body;
- Jeans (except on Fridays, and days when employees are in pre-service or in-service
  training), shorts or pants made of spandex material, athletic clothing, T-shirts,
  shorts, sandals, novelty buttons, and similar items of casual attire are not permitted.
  Employees are permitted to wear baseball hats or hats of any type only while an
  employee is working outdoors. Employees are permitted to wear jeans on “casual”
  Friday or the last business day of NHA’s workweek.

Employees who do not regularly meet the public should follow basic requirements of safety and
comfort, but should present as neat and businesslike appearance as working conditions permit.
Open-toed shoes are not permissible when safety is compromised. When selecting footwear,
safety should be the guiding factor. Certain employees may be required to meet special dress,
grooming, and hygiene standards such as hairnets or serving gloves depending on the nature of
their job.

At its discretion, NHA may allow employees to dress in a more casual fashion than is normally
required. On these occasions, employees are still expected to present a neat appearance and are
not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing. No set of instructions can anticipate every possible combination of clothing that is acceptable or inappropriate. If in doubt about the suitability of an outfit, you should not wear it to the office or worksite.

Employees are permitted to wear jeans on Friday, or the last business day of the week if Friday is a recognized NHA Holiday, and all working days in which employees are in pre-service or in-service training.

Any employee who does not meet the standards of this policy will be required to undergo corrective action, which may include leaving the premises. Non-exempt employees (those employees subject to minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy may also result in disciplinary action.

**ARTICLE 5: EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION/HARASSMENT POLICY**

The Employer and the Union acknowledge and agree that all persons are entitled to equal employment opportunity without regard to race, color, national origin, ancestry, religious creed, age, gender, sexual orientation, marital status, mental or physical disability, medical condition, political affiliation, or protected union activity to the extent made unlawful by federal, state, or local law. The Employer and the Union further acknowledge and agree that, to the extent permitted by law, the Employer will comply with and attempt to achieve all of the affirmative action and other hiring requirements and goals established in the Head Start statute, regulations, and rules.

The Employer is also committed to providing, and the Union supports, a work environment free from discrimination or harassment, including sexual harassment, based on any of the characteristics or categories described above to the extent made unlawful by federal, state, or local law. The Employer’s policies regarding unlawful discrimination and harassment are set forth in Corporate Policies #102, 104, 116.

**ARTICLE 6: UNION SECURITY**

6.1 Payroll Deduction And Union Dues

Upon receipt of legal and valid signed cards authorizing payroll deductions, the Employer shall deduct Union dues including any Committee on Political Education (COPE) check-off or any other deductions and remit the same to the Union according to the method set forth below:

A. The regular monthly dues for employees shall be deducted bi-weekly from the employee’s paycheck each calendar month. The method of such dues deductions shall be compatible and consistent with the Employer’s payroll systems and accounting practices.

B. All sums deducted for monthly dues shall be remitted monthly to the Union together with a list specifying the following:
1. The names and social security numbers of all employees for whom deductions are made.

2. The amount of deduction for each employee.

3. The names and social security numbers of all employees whose names are listed on the check-off for the first time during the month or who have terminated employment during the month.

C. The Employer shall be the agent for receiving such monies and the deduction of said dues by the Employer shall constitute payment of said dues by the employees.

Neither the Union nor any employee shall make a claim against the Employer for any such deduction made or not made, unless a claim of error is submitted in writing to the Employer within thirty (30) days after the date such deduction was made, or should have been made.

6.2 Maintenance Of Membership

Current employees who are members of the Union on the effective date of this Agreement, or who thereafter join the Union, may, to the extent permitted by applicable law, maintain their membership in the Union for the term of this Agreement. An employee who is a member of the Union may request to withdraw authorization to deduct Union dues by serving written notice to the Union within the first (45) days of ratification of this Agreement and during the last forty-five (45) days of the Agreement, as well as any other time periods allowed on the SEIU membership card signed by the employee.

The Union agrees to indemnify and hold harmless, the Employer for any loss or damages or litigation costs resulting from the operation of this Maintenance of Membership provision.

**ARTICLE 7: NO STRIKES AND NO LOCKOUTS**

For the term of this Agreement, neither the Union nor any employee shall cause or take part in any strike, sympathy strike, work stoppage, slowdown, or sick-out directed at or taken against the Employer. Any employee engaging in any activities prohibited by this Article shall be subject to discipline up to and including immediate discharge. In addition, any employee engaging in activities prohibited by this Article shall be considered unlawfully absent and shall forfeit any wages, benefits, and/or leave privileges under this Agreement.

For the term of this Agreement, the Employer shall not cause or engage in any lockout of any employee.

**ARTICLE 8: LIMITATIONS AND RESTRICTIONS ON HIRING AND EMPLOYMENT AND NOTICE TO UNION OF EMPLOYEES HIRED AND TERMINATED**

8.1. Limitations On Hiring And Employment Of Members Of An Employee’s Immediate Family

Except as may be required by law, the Employer shall not be obligated to hire any member of an employee’s immediate family (as defined in Article 10.8 of this Agreement). As a general rule,
the Employer will not hire members of an employee’s immediate family if the employee is in a position that has the responsibility of hiring or selecting staff or if the employee is in a position that would be directly supervising or directing the work of the member(s) of his or her immediate family.

NHA may hire relatives of current employees only if (a) the individuals concerned will not work in a direct supervisory relationship with one another, and (b) their employment will not pose difficulties for supervision, security, or morale. “Relatives” are defined as spouses, registered domestic partners, children, stepchildren, domestic partner’s children, siblings, parents, grandparents, grandchildren, and persons related by marriage (i.e., mother-on law, father-in-law, brothers- and sisters- in-law). To qualify/register a domestic partner as a member of an employee’s immediate family, the employee must complete and sign a declaration of domestic partnership form provided by the HR Department.

Current employees who marry, become domestic partners, or become related by marriage will be permitted to continue employment with NHA only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry, become domestic partners, or become related by marriage do pose such difficulties, NHA will attempt to reassign one of the employees to another position for which he or she is qualified. If no alternative position is available, one of the employees must voluntarily resign. The decision as to which employee leaves will be left solely to the employees. In the event that no alternative position is available and neither employee voluntarily leaves NHA, the employee with less seniority will be terminated.

The President/CEO of NHA is responsible in his or her sole discretion for making decisions regarding whether the employment of relatives in any given situation poses difficulties for supervision, security, safety, or morale.

The Employer shall consider in good faith any alternatives proposed by the family members and/or the Union but shall have the discretion to accept or reject any such alternatives based on the needs and/or interests of the Agency.

8.2. Restrictions On Employees Engaging In Outside Work

The Employer will permit an employee to engage in self-employment, outside employment, and/or the provision of services to another business as long as such outside work does not result in an actual or potential conflict of interest (as described in Corporate Policy #105) and as long as such outside work does not result in the employee failing to meet the Employer’s performance standards.

8.3. Notice To Union

The Employer shall provide the Union with the name, classification, date of hire/termination, home address, and home telephone number of each employee hired or terminated in the bargaining unit in each month by the 15th of the following month. In addition, within thirty (30) days of ratification of this Agreement and then every subsequent February 1st and August 1st, the Employer shall provide the Union with a list that includes the name, classification, most recent date of hire, home address, and home telephone number of each employee in the bargaining units.
ARTICLE 9: UNION STEWARDS AND REPRESENTATIVES

9.1 Union Stewards

The Union may designate one (1) Union Steward at each Head Start work site where five (5) or more employees in the professional or non-professional bargaining units are assigned; for Head Start work sites where four (4) or less employees in the professional or non-professional bargaining units are assigned, the Union may designate the Union Steward from the nearest Head Start work site to represent the bargaining unit employees. An employee in an introductory period shall not be eligible to serve as a Union Steward, and the Union shall not designate such an employee as a Union Steward. The Union shall notify the Employer in writing of any employee it wishes to designate as a Union Steward.

Upon reasonable advance notice to and approval from the Employer, Union Stewards will be allowed reasonable time off during their regularly scheduled hours of work to investigate, process, and/or present grievances at Step 1, 2, 3, and 4 under Article 24 of this Agreement; the Employer and the Union agree that the Employer may consider the impact on established licensing, safety, and security requirements when deciding whether to approve time off, and the terms of such time off, for a Union Steward. The Employer shall provide up to a total of 2,000 hours of paid release time (i.e., paid time off) per fiscal year that may be used, collectively, by the Union Stewards in the professional and non-professional bargaining units for this purpose. The Employer and the Union agree to cooperate to resolve any issues that arise in the use of and accounting for the use of this paid release time. Alternatively, the Union Stewards may use paid vacation leave or paid personal leave for purpose of investigating, processing, and/or presenting grievances. Unless Union Stewards have received advance approval for paid release time, paid vacation leave, or paid personal leave, any approved time off for purposes of investigating, processing, and/or presenting grievances will be unpaid.

Upon reasonable advance notice to and approval from the Employer, Union Stewards shall be allowed to meet with employees at the Head Start work sites for which they are responsible for purposes of administering this Agreement; provided, however, that, except as necessary for meetings with the Employer and/or arbitration hearings under Steps 1, 2, 3, and 4 under Article 24 of this Agreement, the Union Stewards shall not interfere with the Employer’s work operations or with established licensing, safety, or security requirements and shall limit their contact with employees to the employee’s non-duty hours (i.e., before or after the regular workday or during breaks or meal periods).

9.2 Access For Union Representatives

Upon reasonable advance notice to and written consent from the Employer’s Associate Vice President of Human Resources or his/her designee, which consent shall not be unreasonably withheld, up to three (3) duly authorized Union representatives (i.e., non-employees) shall be allowed access to any of the Employer’s Head Start work sites for purposes of administering all terms of this Agreement (a “site visit”); provided, however, that, when such access is consented to by the Associate Vice President of Human Resources or his or her designee, the Union representatives shall not interfere with Employer’s work operations or with established licensing, safety, or security requirements and shall limit their contact with employees to the employee’s non-duty hours (i.e., before or after the regular workday or during breaks or meal periods).
The Union shall provide the Employer with a list of names of the Union's Representatives who are duly authorized for purposes of being allowed access to the Employer's Head Start work sites under this Article.

9.3 Use Of Employer’s Conference Rooms

Upon reasonable advance notice to and written consent from the Employer’s President & CEO, or his or her designee, which consent shall not be unreasonably withheld, the Union shall be permitted to use conference room(s) at the Employer’s main headquarters (currently located at 5660 Copley Drive) and Head Start work sites for purposes of conducting Union business; provided, however, that, when such use is consented to by President & CEO or his/her designee, the Union shall reimburse the Employer for any costs attendant to such use that would not otherwise have been incurred by the Employer.

9.4 Use Of Employer’s Bulletin Boards

The Employer shall furnish the Union with a portion of its bulletin board space (or separate space for a bulletin board) at its Head Start work sites for the exclusive use of the Union. The Union shall use such bulletin boards only for the purpose of posting (a) Union election materials and results, (b) official business reports of the Union’s Board of Directors or Committees, (c) official Union news bulletins and meeting notices, and (d) Union membership benefits and programs. Notwithstanding anything to the contrary in Article 9.2 of this Agreement, the supervisor of a Head Start work site shall reasonably allow a duly authorized Representative access to the Head Start work sites for the sole purpose of posting documents in accordance with this Article. In the event a supervisor of a Head Start work site is not physically present when a duly authorized Union Representative arrives at the work site to post documents in accordance with this Article, the Union Representative shall not be allowed access to the work site other than to leave any such items for posting for the supervisor of the Head Start work site where the item is to be posted, and the supervisor shall post any such items on the bulletin board at that site within one (1) business day of receiving the item from the Union Representative. The Employer shall not be required to post on, and shall be entitled to remove from, a bulletin board any item that does not fall into the above described categories.

The Union shall provide the Employer with a list of names of the Union's Representatives who are duly authorized for purposes of being allowed access to the Employer's Head Start work sites under this Article.

ARTICLE 10: DEFINITIONS

10.1 Promotion

A promotion is defined as moving from a position in one classification in either the professional or non-professional bargaining unit to a position in another classification with a higher wage range in either the professional or non-professional bargaining unit.

10.2 Immediate Supervisor

An employee’s immediate supervisor is defined as the employee’s most direct supervisor outside of either the professional or non-professional bargaining unit.
10.3 Full-Time Employee

A full-time employee is defined as an employee who is employed by the Employer and who is regularly scheduled to work 30 hours or more per week in the bargaining unit.

10.4 Regular Part-Time Employee

A regular part-time employee is defined as an employee who is employed by the Employer and who is regularly scheduled to work less than 30 per week in the bargaining unit.

10.5 Variable Hour Employees

A variable hour employee is defined as an employee who is not reasonably expected to work at least 30 hours per week, and which may be employed by the Employer to cover for a full-time employee or a regular part-time employee on an Employer-approved leave or to perform work on special projects. Variable hour employees are not covered by this Agreement.

10.6 Workday

The workday is defined as beginning at 4:00 a.m. and ending at 3:59 a.m. on the following day.

10.7 Workweek

Unless otherwise provided, for the purposes of calculating overtime, the workweek is defined as beginning at 12:00 a.m. on Thursday and ending at 11:59 p.m. on the following Wednesday.

10.8 Immediate Family

Except as otherwise provided in this Agreement or by applicable law, immediate family shall mean an employee’s spouse, children, parents, siblings, grandparents, great grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-children, step-siblings, domestic partner, domestic partner’s children, aunts, uncles, nieces, nephews, and first cousins. To qualify a domestic partner as a member of an employee’s immediate family, the employee must complete and sign a declaration of domestic partnership form provided by the Human Resources Department.

10.9 Length Of Service

Except as otherwise provided in this Agreement, length of service shall mean the amount of time since the employee’s most recent date of hire by the Employer. There shall be no deduction from length of service for any lost time that does not constitute a break in continuous service. A break in continuous service shall occur in the event of a voluntary resignation, retirement, or termination or an involuntary discharge or an involuntary layoff due to a reduction in force. If the hire dates of two (2) or more employees are the same date, a coin toss will be used to determine whose length of service is greater/greatest.

10.10 Head Start Work Site

A Head Start work site is any physical location where employees in the bargaining unit are assigned to work, including but not limited to the Employer’s Head Start Center’s, sites where
the Employer provides Head Start services in collaboration with other agencies or parties, the Transportation facility, and the Central Kitchen.

ARTICLE 11: INTRODUCTORY PERIOD

11.1 Non-Professional Bargaining Unit

The following shall be considered introductory periods in the non-professional bargaining unit:

A. for employees who are newly hired by the Employer, the first six (6) months of employment in the bargaining unit (an “Initial Introductory Period”)

B. for employees who are already employed by the Employer, the first six (6) months of employment in a position in any new classification in the bargaining unit that has a wage range that is higher than the wage range of the employee’s prior classification (a “Promotion Introductory Period”)

Notwithstanding anything to the contrary in the foregoing, there shall be no Promotion Introductory Period for an employee who moves from the Social Service Technician classification to the Family Service Specialist classification as a result of attaining the education levels necessary for the Specialist classification. In addition, for purposes of clarification, there shall be no introductory period for any employee moving from a position in the professional bargaining unit to a position in the non-professional bargaining unit (assuming the employee has successfully completed the Initial Introductory Period in the professional bargaining unit). An exception to this Promotion Introductory Period of six (6) months is any employee who has continuously performed work in an Acting position for the classification in which he/she is being promoted. An employee who has worked for an uninterrupted period in an Acting position within 6 months of his/her promotion shall have his/her Promotion Introductory Period reduced by the amount of time he/she worked in the Acting position for that year.

Any introductory period shall not include (a) the length of time of any leave of absence authorized under this Agreement that is greater than ten (10) business days and/or (b) any period of time where the employee is not scheduled to work by the Employer that is greater than ten (10) business days.

During any Initial Introductory Period, the Employer may, in its discretion, discharge the employee, and the Employer’s decision to discharge the employee shall not be subject to the grievance and arbitration procedure under this Agreement.

During any Promotion Introductory Period, the Employer may, in its discretion, remove the employee from the position in the new classification; provided, however, that the Employer must allow the employee being removed from the new classification to return to his/her prior position or, if the employee chooses, to a position in the bargaining unit comparable to his/her prior position if a vacancy exists at the time. To facilitate this process, when an employee receives a promotion to a position in a new classification, the Employer shall fill the promoted employee’s prior position with a temporary employee so that the promoted employee can be returned to his/her prior position in the event he/she is removed from the promoted position during the Promotion Introductory Period. During any Promotion Introductory Period, the Employer’s decision to remove the employee from the position in the new classification shall not be subject
to the grievance and arbitration procedure under this Agreement. Nothing in this paragraph is intended to prevent the Employer from disciplining and/or discharging an employee during a Promotion Introductory Period for just cause or when the discipline and/or discharge is not otherwise prohibited by this Agreement.

In the event the Employer re-hires or reinstates an employee who was terminated in a reduction in force, there shall be no introductory period for that employee as long as (1) the employee had successfully completed the introductory period for the last position he/she held prior to the reduction in force and (2) the employee is being re-hired or reinstated to a position that is the same or comparable to the position he/she held prior to the reduction in force.

11.2 Professional Bargaining Unit

The following shall be considered introductory periods in the professional bargaining unit:

A. for employees who are newly hired by the Employer, the first six (6) months of employment in the bargaining unit (an “Initial Introductory Period”)

B. for employees who are already employed by the Employer, the first six (6) months of employment in a position in any new classification in the bargaining unit that has a wage range that is higher than the wage range of the employee’s prior classification (a “Promotion Introductory Period”)

Notwithstanding anything to the contrary in the foregoing, any employee moving from any position in the non-professional bargaining unit to any position in the professional bargaining unit shall have a Promotion Introductory Period of six (6) months. An exception to this Promotion Introductory Period of six (6) months is any employee who has continuously performed work in an Acting position for the classification in which he/she is being promoted. An employee who has worked for an uninterrupted period in an Acting position within 6 months of his/her promotion shall have his/her Promotion Introductory Period reduced by the amount of time he/she worked in the Acting position for that year.

Any introductory period shall not include (a) the length of time of any leave of absence authorized under this Agreement that is greater than ten (10) business days and/or (b) any period of time where the employee is not scheduled to work by the Employer that is greater than ten (10) business days.

During any Initial Introductory Period, the Employer may, in its discretion, discharge the employee, and the Employer’s decision to discharge the employee shall not be subject to the grievance and arbitration procedure under this Agreement.

During any Promotion Introductory Period, the Employer may, in its discretion, remove the employee from the position in the new classification; provided, however, that the Employer must allow the employee being removed from the new classification to return to his/her prior position or, if the employee chooses, to a position in the bargaining unit comparable to his/her prior position if a vacancy exists at the time. To facilitate this process, when an employee receives a promotion to a position in a new classification, the Employer shall fill the promoted employee’s prior position with a temporary employee so that the promoted employee can be returned to his/her prior position in the event he/she is removed from the promoted position during the
Promotion Introductory Period. During any Promotion Introductory Period, the Employer’s decision to remove the employee from the position in the new classification shall not be subject to the grievance and arbitration procedure under this Agreement. Nothing in this paragraph is intended to prevent the Employer from disciplining and/or discharging an employee during a Promotion Introductory Period for just cause or when the discipline and/or discharge is not otherwise prohibited by this Agreement.

In the event the Employer re-hires or reinstates an employee who was terminated in a reduction in force, there shall be no introductory period for that employee as long as (1) the employee had successfully completed the introductory period for the last position he/she held prior to the reduction in force and (2) the employee is being re-hired or reinstated to a position that is the same or comparable to the position he/she held prior to the reduction in force.

ARTICLE 12: ANNUAL JOB ASSIGNMENTS, JOB OPENINGS/VACANCIES, AND PROMOTIONS

12.1 Annual Job Assignments At Head Start Work Sites

Near the end of each program year, after determining its overall staffing needs for the coming fiscal year in light of its budgetary constraints, the Employer shall make annual job assignments at each of its Head Start work sites. The primary factors to be considered by the Employer when making annual job assignments shall be the following: (1) consistency of care, (2) the needs of the Head Start program as set forth in Federal Head Start Performance Standards contained in 45 CFR 1301 through 1305, as well as California Department of Education regulations, (3) length of service with the Employer, (4) length of service within the classification, (5) language skills, (6) cultural competency, (7) recent results on CLASS assessments for applicable employee classifications, (8) Child Outcomes, (9) Community Care Licensing Reports, and (10) the most recent performance appraisal. After taking into account all of these factors, the Employer shall be free to make any such annual job assignments to the employees it deems to be the best qualified for the position. If an employee submits a request for a particular job assignment, the Employer shall consider such a request but need not honor the request unless the employee making the request is the best qualified for the position after taking into account all of the factors described above. If the Employer considers two or more employees to equally qualify as the best qualified for the position after taking into account all of the factors described above, the Employer shall make the annual job assignment based on length of service. The Employer shall notify the employees in writing of such annual job assignments, whenever reasonably possible, at least fourteen (14) days prior to effective date of the assignment.

The Employer may, in its discretion, temporarily transfer an employee from one worksite to another, typically for a period not to exceed six (6) months. The Employer shall use the primary factors referenced above to select the employee to fill the temporary assignment or transfer. During the temporary assignment, the employee shall be eligible to receive any Out-of-Class and/or Bilingual compensation in accordance with those procedures.

12.2 Filling Job Openings Or Vacancies

When job openings or vacancies exist or occur at the Head Start work sites after the annual job assignments are made, the Employer shall maintain a list of any current job vacancies identified by title and worksite locations for all represented classifications. The list of vacancies shall be
posted on the Employer’s intranet, and updated as frequently as possible, typically twice each month. Employees who desire to apply for a vacant position must follow the procedures set forth in the respective job announcement and the Employer’s policies. In addition, the Employer shall post a notice on the Employer’s website of any such positions and shall distribute a notice of any such positions to all Head Start work sites where access is significantly limited (currently identified as the Transportation facility and Central Kitchen. Except in cases of exceptional need, the Employer shall not fill any job openings or vacancies unless the notice has been posted in the manner prescribed above for at least ten (10) business days. The Employer may, in its discretion, choose to advertise any such job openings or vacancies to the public. In filling any such job openings or vacancies, the Employer shall take into account the same factors considered, and shall follow the same rules utilized, when making annual job assignments.

12.3 Promotions

In addition, the Employer may, in its discretion, choose to limit or target certain annual job assignments at the Head Start work sites and/or certain job openings or vacancies that exist or occur after the annual job assignments are made for employees who would need to be promoted into the positions in question. In evaluating the pool of such employees, the Employer shall take into account the same factors considered, and shall follow the same rules utilized, when making annual job assignments or filling any job openings or vacancies.

12.4 Job Descriptions

The Employer shall maintain a job description for each position in the bargaining unit. Before making any material change(s) to a job description, the Employer shall advise the Union of the intended change(s) and allow the Union a reasonable opportunity to meet to discuss the intended change(s). If the Employer thereafter makes any material change(s) to a job description, it shall promptly advise the affected employees and the Union of the change(s) and provide a copy of the revised job description to the affected employees and the Union.

ARTICLE 13: PERFORMANCE APPRAISALS

13.1 Performance Appraisal Tool

For employees in any introductory period, the Employer shall complete standardized performance appraisals near the midpoint of the introductory period. Once employees have successfully completed any introductory period, the Employer shall also complete standardized performance appraisals, to the extent reasonably possible, between April 1 and April 30 of each subsequent fiscal year (referred to as “annual performance appraisals”).

As a general rule, the standardized performance appraisal shall be prepared by an employee’s immediate supervisor at the time the performance appraisal is to be completed, but the Employer may designate another supervisor to prepare the performance appraisal when appropriate under the circumstances (e.g., when the immediate supervisor has supervised the employee for a short period of time or when the immediate supervisor is on an extended leave of absence). The supervisor preparing the performance appraisal shall take reasonable steps to collect and consider written input from any other immediate supervisor who supervised the employee being reviewed during the relevant appraisal period; where appropriate under the circumstances, the supervisor preparing the performance appraisal may also collect and consider written input from other
employees in the bargaining unit who have directed and/or coordinated the performance of the employee being reviewed.

Whenever a standardized performance appraisal is completed for any employee, the supervisor completing the performance appraisal shall meet with the employee as soon as reasonably practical to discuss the appraisal. Prior to or at this meeting, the employee shall be provided with either a hard copy of the completed appraisal or access to an electronic version of the completed appraisal; if the employee is provided with a hard copy of the completed appraisal for this meeting, the employee shall be provided with access to the electronic version of the completed appraisal immediately following the meeting. Following the meeting, the employee shall have a reasonable opportunity, not to exceed five (5) business days, to submit any written comments, either in hard copy or in electronic form, regarding the performance appraisal and, further, to acknowledge, in electronic form, that the employee received the appraisal and had an opportunity to discuss it with the supervisor completing the appraisal.

Hard copies of completed performance appraisals and any written comments submitted by the employee shall be included in the employee’s official personnel file. The employee shall be entitled, upon request, to copies of any such appraisals and written comments included in the employee’s official personnel files. Completed performance appraisals and any written comments submitted by the employee shall be treated as confidential in accordance with California law.

The Employer’s actions, decisions, and assessments with respect to standardized performance appraisals are not subject to the grievance and arbitration procedures under this Agreement except in those situations where an employee receives an overall rating of “Consistently Meets (-),” “Needs Improvement” or “Does Not Meet” on an annual performance appraisal.

In the event that the Employer, through no fault of the employee, has failed to complete an annual performance appraisal by April 30 of any year, the performance appraisal will be completed at the earliest opportunity with any increase adjusted to the first pay period in June. By mutual agreement, the Employer and the Union may extend this deadline for completing the annual performance appraisal for any employee.

### 13.2 Performance Appraisal Ratings

The performance appraisal has a maximum of 150 points. Employees whose appraisals are in the following ranges will receive the following overall rating:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Bottom Range</th>
<th>Top Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>125</td>
<td>150</td>
</tr>
<tr>
<td>Excellent</td>
<td>107</td>
<td>124</td>
</tr>
<tr>
<td>Consistently Meets (+)</td>
<td>101</td>
<td>106</td>
</tr>
<tr>
<td>Consistently Meets</td>
<td>85</td>
<td>100</td>
</tr>
<tr>
<td>Consistently Meets (-)</td>
<td>81</td>
<td>84</td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>51</td>
<td>80</td>
</tr>
<tr>
<td>Does Not Meet</td>
<td>0</td>
<td>50</td>
</tr>
</tbody>
</table>
ARTICLE 14: PERSONNEL FILES

The Employer shall maintain official personnel files for all employees at its main headquarters (currently located at 5660 Copley Drive). In addition, supervisors may maintain files that include the following: any documentation needed to complete the annual performance appraisal (e.g., notes and disciplinary notices since the prior performance appraisal) and prior performance appraisals.

In accordance with applicable California law, employees shall have the right to inspect their personnel files in the presence of a representative of the Employer and at a mutually convenient time (during normal working hours and while the employee is on the clock). Employees shall also have the right to authorize, in writing, a Union representative to inspect their personnel files, and any such authorized Union representative shall have the right to inspect the personnel files in the presence of a representative of the Employer and at a mutually convenient time.

In addition, employees, and their authorized Union representatives, may obtain copies of any document included in their personnel files as follows:

A. To the extent that California law requires the Employer to provide the copies at no charge to the employees (e.g., documents signed by the employees), the Employer shall provide the copies at no charge.

B. To the extent that California law permits the Employer to charge for the copies, the Employer shall provide up to twenty-five (25) pages of copies per year at no charge but shall be free to charge up to ten cents (10¢) per page for any additional pages of copies.

The Employer shall provide such copies within two (2) business days of receipt of a request.

The Employer shall provide employees with copies of their completed performance appraisals as provided in Article 13 of this Agreement. In addition, the Employer shall provide employees, at the time they are placed in their personnel files, with copies of any documents that are critical of their performance or conduct or that reflect any type of disciplinary action taken against them. Employees shall have the right to submit a written response or comment to any document included in their personnel files, and the Employer shall include any such written response or comment in their personnel files.

The Employer shall maintain the confidentiality of all documents included in personnel files in accordance with applicable California law.

ARTICLE 15: HOURS OF WORK, WAGES, AND PREMIUM PAY

15.1 Schedule Of Hours Of Work, Days, And Workweeks

The Employer, in its discretion, shall set each employee’s regular schedule of hours of work in a workday, regular schedule of days of work in a workweek, and number of workweeks in a fiscal year. Notwithstanding anything to the contrary in the foregoing, the Employer shall not set a regular workweek schedule with less than two (2) consecutive days off unless the affected employee(s) and the Union consent to such a schedule.
When making any permanent change to an employee’s regular schedule that will result in a reduction in income to the employee (whether due to a reduction in the number of hours in the work day or the workweek or in the number of workweeks in the fiscal year) the Employer shall provide the employee with written notice of the permanent change in the regular schedule at least thirty (30) days prior to the effective date of the permanent change. When making all other permanent changes to an employee’s regular schedule, the Employer shall provide the employee with written notice of the permanent change in the regular schedule at least fourteen (14) days prior to the effective date of the permanent change. It is understood that any permanent changes in an employee’s regular schedule arising from an annual job assignment shall by governed by Article 12.1 of this Agreement and not by this Article 15.1.

An employee must have advance approval from his/her supervisor in order to work more than his regularly scheduled hours of work in a workday or more than his/her regularly scheduled days in a workweek; any employee who, without advance approval, works more than his/her regularly scheduled hours of work in a workday or more than his/her regularly scheduled days in a workweek shall be subject to discipline.

15.2 Split Shifts

The Employer shall attempt to avoid scheduling split shifts but shall be free to do so as long as it reasonably determines that such splits shifts are necessary to meet the needs of the Employer’s programs and/or budgetary constraints. Employees who work split shifts shall receive a premium of (1) one hour of the employee’s regular hourly rate (as opposed to the minimum wage).

15.3 Flexible Work Schedules

An employee may request a change in his/her work schedule in order to accommodate childcare or other similar needs, but the Employer shall have discretion in deciding whether to grant such a request.

15.4 Make-Up Time

The Employer may, in its discretion, allow employees to work make-up time for certain authorized absences in a workweek in accordance with applicable California law.

15.5 Time For Preparation And Other Non-Classroom Activities

The Employer shall allow the Teacher and Associate Teacher in each classroom a combined total of at least forty (40) hours per month (approximately ten (10) hours per week) to perform the following: (1) develop and prepare lesson plans, (2) document classroom and child observations, (3) input data into the management information system, (4) prepare daily and end-of-month notes and reports, (5) prepare and conduct classroom meetings, parent conferences, and home visits, and (6) other similar non-classroom activities. The immediate supervisor of the Teacher and Associate Teacher will determine, in his/her discretion, how these hours will be divided between the Teacher and the Associate Teacher and when these hours will be scheduled. Nothing in this provision is intended to decrease the combined amount of time the Teacher and Associate Teacher in each classroom are currently allowed to perform the above-listed duties.
When the Teachers and Associate Teachers receive, or are projected to receive, less than ten (10) hours of scheduled Preparation Time in a week, Supervisors shall attempt to provide additional Preparation Time in other workdays to reach approximately ten (10) hours per week. Supervisors shall facilitate time for Teachers and Associate Teachers to meet together, as needed, during the weekly ten (10) hours of scheduled Preparation Time.

In order to ensure high quality service to families, the maximum caseload for Social Services Technicians shall be sixty (60) families participating in a center based program.

15.6 Rest Breaks And Meal Periods

The Employer shall provide paid rest breaks and unpaid and paid meal breaks in accordance with applicable California law.

15.7 Hourly Wage Rates For The Current and Subsequent Fiscal Years

The wages in this Agreement supersede the City of San Diego Living Wage Ordinance as may be amended from time to time. The wage schedule attached hereto as Table I, includes a 2.6% COLA adjustment to become effective retroactive to July 1, 2018.

A. Effective July 1, 2019, the Employer shall increase hourly wage rates by one and one-half percent (1.5%) or by the Head Start provided COLA, whichever is greater.

B. For subsequent fiscal years, the hourly rates reflected in Table I shall be adjusted by any mandated federal, California, or City of San Diego minimum wage increases. All pay increases are subject to the availability of Head Start funding. Any additional Head Start funding designated as a wage cost of living adjustment will be used, in part, to adjust the hourly rate of pay for any employee that is below the median hourly rate for the Employer’s peer group in the geographic region. Any such funding will be provided to employees upon receipt of such funding.

15.8 Merit Incentive Plan – Pay for Performance

NHA utilizes a Merit Incentive Plan to pay employees for excellent performance in addition to an employee’s base pay. Each year, the CEO and CFO will determine the funds available for Merit Incentive. Merit Incentive will be awarded to employees who consistently exceed performance standards.

For fiscals years 2018 - 2019, 2019 – 2020, and 2020 – 2021, the Employer commits to the distribution of a minimum of $100,000 to the bargaining units for Merit Incentive. The recommended Merit Incentive amount awarded based on an employee’s overall rating, as referenced in section 13, is as follows:

<table>
<thead>
<tr>
<th>Points Awarded</th>
<th>0 - 84</th>
<th>85 - 100</th>
<th>101 - 124</th>
<th>125-150</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended Merit Award</td>
<td>0%</td>
<td>1%</td>
<td>2%</td>
<td>3%</td>
</tr>
</tbody>
</table>
Employees of the bargaining units below the maximum of the Wage Schedule shall receive the percentage wage increase to their base pay, not to exceed the maximum wage in their job classification. Employees of the bargaining unit at the maximum of the Wage Schedule of their job classification shall receive a lump sum payment in accordance to the rating received on their performance appraisal.

The recommended Merit Incentive amount is subject to change annually. All pay increases are subject to the availability of Head Start Funding.

15.9 Out of Class Pay

An Acting Assignment is defined as a temporary out-of-classification assignment wherein an employee will perform at least 50 percent of the responsibilities and duties of a higher classification. Payment for any additional duties shall occur: (i) when the Acting Assignment is performed for at least five (5) consecutive working days; and (ii) be paid retroactively according to the Step 1 or the entry level salary rate of the higher classification for the temporary period of time the Acting Assignment is performed. If the employee’s current hourly rate is higher than the first step of the higher classification, the employee shall be paid at the step above the comparable hourly rate in the higher classification. Employees must meet all licensing requirements of the higher position, according to Head Start Regulations, in order to be placed on Acting Assignments.

At the end of an Acting Assignment, the employee will be returned to his/her regular classification and salary. An Acting Assignment is not a guarantee of a promotion, and shall not exceed one year without approval of the President/CEO or designee.

15.10 Hourly Wage Rates For New Classifications

In the event that the Employer creates a new Head Start classification that is in the bargaining unit, either because the parties so agree or because the NLRB has issued a final order to that effect, the parties shall attempt to negotiate an hourly wage rate for the new classification. If the parties are unable to agree, the Employer shall be free to set the hourly wage rate, and the Unions shall be free to challenge the wage rate under the grievance and arbitration procedure in this Agreement.

15.11 Shift Differentials

When one-half or more of an employee’s regularly scheduled workday falls between 5:00 p.m. and 3:59 a.m., the Employer shall pay the employee, in addition to the employee’s regular hourly wage rate, an hourly shift differential for all hours worked in the workday equal to five percent (5%) percent of the employee’s regular hourly wage rate.

15.12 Bilingual Pay

Bilingual compensation may be given to an employee who works in a service delivery area where Employer determines bilingual skills are necessary. Bilingual designated employees must be able to read, write, speak and interpret any other language communication to English and read, write, speak and interpret English communication to another language.
Recipients of bilingual pay are required to effectively provide bilingual translation to administer services to NHA clients, children, and families during meetings, and as needed for NHA documents. The employee must possess the requisite skills required based on standards established by NHA which may include passing a certification exam. NHA shall keep a list of bargaining unit employees who have been certified as bilingual and shall provide it to the Union upon request. An employee’s bilingual certification shall remain valid throughout their employment at NHA, and an employee rehired with a valid certification shall not be required to be recertified.

There shall be two categories of bilingual-designated staff: 1) those who utilize bilingual skills for at least 50% of their workday and 2) those who use bilingual skills occasionally. For those in the first category, subject to VP approval and/or as noted in the job description, a 2.5% premium shall be added to the employee’s base salary. For those in the latter category, an hourly stipend shall be issued on dates matching the bi-weekly pay period schedule. Hiring authorities within NHA will submit a Personnel Action Approval Form (“PAAF”) to the Vice President of their respective area or department, requesting that either an employee be certified to receive bilingual pay in his/her base salary, or be certified to be placed on the Bilingual Compensation Eligibility List (BCEL).

If an employee receiving bilingual premium pay transitions to a position where bilingual skills are not necessary, the premium will be discontinued and the employee will be placed on the BCEL.

There shall be no additional pay for verbal conversation only, conducted at the Head Start site level, which does not include translation. Additionally, employees who receive a “Needs Improvement” or a “Does not Meet” overall rating on a performance evaluation, or who are placed on disciplinary action, or on a Performance Improvement Plan (PIP), will be subject to temporary removal from the Bilingual Compensation Eligibility List.

Employees on the Bilingual Compensation Eligibility List shall receive a stipend of $25 per hour for full hours of service. Partial hours of service will be prorated.

15.13 Overtime Pay

The Employer shall pay an employee one and one-half times the employee’s regular hourly wage for all hours worked or paid in excess of eight (8) in a workday and for all hours worked or paid in excess of 40 straight-time hours in a workweek. There shall be no pyramiding of overtime pay.

15.14 Reporting Time Pay And Call Back Pay

The Employer shall pay reporting time or show up pay and call back pay in accordance with applicable California law.

15.15 Compensatory Time Off

Compensatory time off in lieu of overtime pay shall not be permitted under this Agreement in any circumstances.
15.16 Work On Holidays

When an employee works on a holiday recognized under this Agreement, the Employer shall pay the employee, in addition to the regular pay received for the holiday, at one and one-half times the employee’s regular hourly wage rate for all hours actually worked on the holiday.

15.17 Bi-Weekly Paydays

The Employer shall pay employees on a bi-weekly basis and establish a regular payday (currently Thursday).

ARTICLE 16: HEALTH BENEFITS

16.1 Group Health Insurance

The Employer currently offers group health insurance including medical, dental, vision, and life/ADD benefits described in Table II. It is expressly understood that benefits levels, eligibility, and other conditions including but not limited to insurance carriers, premiums, employee contributions and other terms and conditions which are subject to change from year to year in NHA’s sole discretion. NHA reserves the sole and exclusive right, power and authority to decide on all matters arising in connection with the administration of such plans. The Union and all employees will be notified in writing within thirty (30) calendar days of any material changes in the benefit plans. During the annual health insurance benefit evaluation process, SEIU may nominate one (1) NHA employee who is a member of the collective bargaining unit and in good standing to participate in this discussion.

ARTICLE 17: RETIREMENT BENEFITS

17.1 Retirement Plan For Fiscal Year Beginning July 1, 2018

For the fiscal year beginning July 1, 2018, the Employer shall maintain a retirement plan for full-time and regular part-time employees. Employees’ eligibility for and entitlement to benefits under the retirement plan shall be governed by the terms of the plans. In very general terms, this retirement plan will provide that the Employer will contribute six (6) percent of an eligible employee’s compensation on behalf of the employee if the employee contributes three (3) percent or more of his/her compensation to the plan.

The Employer’s Human Resources Department shall maintain, and make available to employees, documents describing the benefits and options offered in the retirement plan, including a summary description of the plan.

17.2 Retirement Benefits In Subsequent Fiscal Years

For subsequent fiscal years, the Employer and the Union agree to meet and confer in good faith on the subject of retirement benefits. These discussions shall commence within thirty (30) days of the Employer being advised of its Head Start funding for the fiscal year in question. In the event that the Employer and the Union cannot agree, after meeting and conferring in good faith, on the retirement benefits to be implemented for any subsequent fiscal year, the Employer reserves the right to implement retirement benefits in its discretion.
ARTICLE 18: PAID HOLIDAYS

18.1 Holidays Observed

The Employer shall observe the following holidays:

- New Year’s Day
- Martin Luther King’s Birthday
- Lincoln’s Birthday
- Washington’s Birthday/Presidents’ Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year’s Eve Day

When a holiday occurs on a Saturday, the Employer usually will observe the holiday on the preceding Friday, and when a holiday occurs on a Sunday, the Employer usually will observe the holiday on the following Monday.

18.2 Eligibility For Paid Holidays

When an observed holiday falls on a regularly scheduled workday or during company mandated furlough for a full-time employee, the employee shall be paid a regular day’s straight-time pay. When an observed holiday falls on a regularly scheduled workday or during a company mandated furlough for a regular part-time employee, the employee will be paid straight-time wages for the amount of time the employee normally would have been scheduled to work on that day. An employee on an unpaid leave of absence is not eligible for holiday pay.

18.3 Holidays Falling During A Paid Vacation

If an observed holiday occurs during the vacation of an employee who accrues paid vacation, the employee will receive holiday pay and will not be deemed to have used any accrued vacation for that day.

ARTICLE 19: PAID VACATION

19.1 Accrual Of Paid Vacation For Full-Time Employees

A. If Hired On Or Before 06/30/04

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Accrual of Paid Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years 1 through 10</td>
<td>12.00 hours per month (3.60 weeks per year)</td>
</tr>
<tr>
<td>Years 11 and beyond*</td>
<td>15.00 hours per month (4.50 weeks/22.5 days per year)</td>
</tr>
</tbody>
</table>
*Please note that accrual of paid vacation is calculated to increase upon completion of the one-hundred and thirty-third (133) month of employment. This accrual rate becomes effective July 1, 2015.

B. If Hired After 06/30/04

<table>
<thead>
<tr>
<th>Length of Employment</th>
<th>Accrual of Paid Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years 1 through 5</td>
<td>6.67 hours per month (2.00 weeks/10 days per year)</td>
</tr>
<tr>
<td>Years 6 through 10**</td>
<td>10.00 hours per month (3.00 weeks/15 days per year)</td>
</tr>
<tr>
<td>Years 11 and beyond***</td>
<td>13.33 hours per month (4.00 weeks/20 days per year)</td>
</tr>
</tbody>
</table>

*Please note that accrual of paid vacation is calculated to increase upon completion of the seventy-third (73) month of employment.

**Please note that accrual of paid vacation is calculated to increase upon completion of the one hundred and thirty-third (133) month of employment.

Employees hired on or after July 1, 2015 shall begin accruing vacation time immediately, but shall not be entitled to use such time until successful completion of the Initial Introductory Period.

The Employer may, in its discretion, grant paid vacation to full-time employees (regardless of their hire date) in excess of the amount to which they would otherwise be entitled under this Agreement based on their length of employment with the Employer. Before granting any such excess paid vacation, however, the Employer shall notify the Union of the decision to grant such excess paid vacation and, if requested by the Union, shall meet with the Union to discuss in good faith that decision.

19.2 Accrual Of Paid Vacation For Regular Part-Time Employees

A. If Hired On Or Before 06/30/04

Regular part-time employees hired on or before June 30, 2004, will accrue paid vacation on the same basis as full-time employees who were hired on or before June 30, 2004, except that the paid vacation will be pro-rated based on the percentage of full-time hours worked by the regular part-time employee. For example, a regular part-time employee hired on or before June 30, 2004, who works twenty (20) hours per week would accrue vacation at the rate of 6.00 hours per month until the end of Year 10 and 7.50 hours per month in Years 11 and beyond.

B. If Hired After 06/30/04

Regular part-time employees hired after June 30, 2004, will accrue paid vacation on the same basis as full-time employees who are hired after June 30, 2004, except that the paid vacation will be pro-rated based on the percentage of full-time hours worked by the regular part-time employee. For example, a regular part-time employee who works twenty (20) hours per week would accrue vacation
at the rate of 3.33 hours per month until the end of Years 5, 5.00 hours per month in Years 6 through 10, and 6.67 hours per month in Years 11 and beyond.

The Employer may, in its discretion, grant paid vacation to regular part-time employees (regardless of their hire dates) in excess of the amount to which they would otherwise be entitled under this Agreement based on their length of employment with the Employer. Before granting any such excess paid vacation, however, the Employer shall notify the Union of the decision to grant such excess paid vacation and, if requested by the Union, shall meet with the Union to discuss in good faith that decision.

19.3 No Accrual Of Paid Vacation While On Unpaid Leave Of Absence

Employees otherwise eligible to accrue paid vacation will not accrue paid vacation while on unpaid leaves of absence.

19.4 Scheduling Vacations

The Employee’s supervisor must approve the scheduling of all vacations. Employees must submit their vacation request at least thirty (30) days in advance. Employees desiring to use vacation, which has not been previously scheduled (i.e., for family emergencies) must notify their supervisor of the absence. The supervisor may require the employee to furnish satisfactory evidence justifying such request. The Employer will attempt to accommodate all requests to take vacation, but reserves the right to deny any request based on the needs of the Employer’s programs or scheduling conflicts.

If there are two or more pending requests to take vacation at the same time from employees in the same classification at a Head Start work site, and if the Employer can accommodate some but not all of the request, the employer shall approve the requests based on the employees’ length of service.

19.5 Vacation Pay In Lieu Of Time Off

Employees who accrue paid vacation are encouraged to use this paid time off, and the Employer may require employees to use their accrued vacation.

Subject to satisfying the following criteria and procedures, however, employees shall be entitled to receive vacation pay in lieu of time off (a “cash-out”) of up to 80 hours of accrued vacation.

A. Cash-Out Criteria

(1) The employee must have more than 40 hours of accrued vacation at time of the request for a cash-out.

(2) For Fiscal Year 2015 – 2016, the employee must exhaust the current fiscal year’s vacation allotment before requesting a cash-out. If an employee has not used the current year’s vacation allotment, he/she must obtain VP approval to receive a cash-out.

(3) The employee may request a cash-out of up to 80 hours of accrued vacation.
The employee must have at least 40 hours of accrued vacation after the request for a cash-out is granted.

In June of each year, Employer will notify employees that cash-out opportunities are available.

In addition to the foregoing, the Employer reserves the right, in exceptional circumstances, to provide vacation pay to employees who have accrued but unused paid vacation in lieu of allowing time off, but, before doing so, the Employer shall notify the Union and, if requested by the Union, shall meet to discuss in good faith the decision to provide such vacation pay.

19.6 Cap On Accrual Of Paid Vacation

To promote the use of accrued paid vacation, the amount of paid vacation that can be accrued will be capped at three hundred (300) hours. In other words, the maximum amount of paid vacation that full-time and regular part-time employees can accrue will be three hundred (300) hours. Once an employee reaches this cap for accrued paid vacation, the employee ceases to earn or accrue any additional paid vacation until the employee’s amount of accrued paid vacation falls below the cap of three hundred (300) hours.

19.7 Use Of Accrued Paid Vacation While On Unpaid Leave Of Absence

To the extent permitted by applicable law, employees who are on an unpaid leave of absence must use any accrued paid vacation.

19.8 Payment Of Accrued Paid Vacation When Employment Terminates

Employees who terminate their employment with the Employer, whether voluntarily or involuntarily and regardless of the reason, shall be paid for all accrued paid vacation.

ARTICLE 20: LEAVES OF ABSENCE

20.1 Paid Sick Leave

A. Accrual For Employees Hired On Or Before 06/30/04

Full-time and regular part-time employees hired on or before June 30, 2004, will accrue paid sick leave as follows: Full-time employees will accrue paid sick leave at the rate of 8.00 hours per month (12 days per year), and regular part-time employees will be entitled to paid sick leave on the same basis as paid vacation (i.e. based on the percentage of full-time hours worked by the regular part-time employee). For example, a regular part-time employee who works twenty (20) hours per week will accrue paid sick leave at the rate of 4.00 hours per month.

B. Accrual For Employees Hired After 06/30/04

Full-time and regular part-time employees hired after June 30, 2004, will begin to accrue paid sick leave after completing six (6) months of employment with the Employer. Full-time employees will begin to accrue paid sick leave at the rate of 5.33 hours per month (8 days per year), and regular part-time employees will be
entitled to paid sick leave on the same basis as paid vacation (i.e. based on the percentage of full-time hours worked by the regular part-time employee). For example, a regular part-time employee who works twenty (20) hours per week will accrue paid sick leave at the rate of 2.67 hours per month.

C. Cap On Accrual Of Paid Sick Leave

The amount of paid sick leave that can be accrued will be capped at 360 hours (45 days). In other words, the maximum amount of paid sick leave that full-time and regular part-time employees can accrue will be 360 hours (45 days). Once an employee reaches the cap for accrued sick leave, the employee ceases to earn or accrue any additional paid sick leave until the employee’s accrued sick leave falls below the cap of 360 hours. Employees who have accrued sick leave in excess of 360 hours as of the effective date of this Agreement will not forfeit those accrued hours but will not accrue any additional paid sick leave until their accrued sick leave falls below the cap of 360 hours. Employees who terminate their employment with the Employer, whether voluntarily or involuntarily and regardless of the reason, shall forfeit all accrued paid sick leave.

D. Use Of Paid Sick Leave

Employees may take paid sick leave for personal illness or injury, personal medical or dental appointments that are approved in advance, or to attend to the illness or injury of certain family members. For purposes of paid sick leave, the family members for whom sick leave may be used shall be governed by applicable California law (which currently provides, in general terms, that employees may use up to one-half (½) of their annual paid sick leave to attend to the illness of a child, parent, spouse, or domestic partner of the employee). Paid sick leave must be used in increments of not less one-half (½) hour and will be paid at the employee’s regular hourly wage rate. Once an employee has used all accrued paid sick leave, the employee must request and use paid personal days, paid vacation, or an unpaid leave of absence. Employees eligible for state disability benefits shall be required to use any accrued paid sick leave (as well as any other accrued paid time off) to supplement the state disability benefits.

E. Pre-Requisites For Use Of Paid Sick Leave

In order to be eligible for paid sick leave, the employee must leave a message for his/her immediate supervisor prior to the start of the employee’s shift and must reasonably attempt to personally speak to the supervisor or someone above the supervisor within one hour before the start of the employee’s shift. Failure to provide this notice will result in the leave being unpaid and may subject the employee to discipline, and repeated failure to provide this notice may subject the employee to discipline up to and including termination.

F. Medical Certification

The Employer may require an employee to submit medical certification to verify a claimed illness or injury of more than three (3) consecutive business days. In
addition, the Employer may require an employee to provide a doctor’s release to return to work for sick leaves of more than three (3) consecutive business days. Employees are prohibited from falsifying the reason for an absence. Employees who violate this policy will be subject to discipline up to and including discharge.

G. Sick Leave Pay Out

Full-time employees who are employed throughout the calendar year and who use four (4) days or less of paid sick leave per calendar year will receive eight (8) hours of incentive pay at the end of the calendar year.

H. Four (4) Year Physical Exam/TB Test

Employees mandated as a job requirement to have a four (4) year physical exam and TB Test will be provided up to two (2) hours of paid time off to undergo such exams.

20.2 Paid Personal Days

After completing six (6) months of employment with the Employer, full-time employees are entitled to two (2) paid personal days per calendar year. Whenever possible, employees must submit a written request to their supervisors to take paid personal days at least fourteen (14) calendar days in advance. The Employer will attempt to accommodate requests for paid personal days even when less than fourteen (14) calendar days’ notice is given, but the Employer reserves the right to deny any request for paid personal days based on the needs of the Employer’s programs or scheduling conflicts. On each authorized paid personal day, the employees will receive the regular straight-time pay they would have received if they had been working their regular schedule. Paid personal days may not be carried over from year to year and are forfeited upon termination of employment.

20.3 Paid Bereavement Leave

After completing six (6) months of employment with the Employer, employees will be entitled to four (4) days of paid bereavement leave for the death of an immediate family member. For purposes of paid bereavement leave, members of an employee’s immediate family shall be defined as an employee’s spouse, children, parents, siblings, grandparents, great grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, step-children, step-siblings, domestic partner, domestic partner’s children, aunts, uncles, nieces, nephews, and first cousins. On each day of authorized bereavement leave, employees will receive the regular straight-time pay they would have received if they had been working their regular schedule.

20.4 Paid Jury Duty Leave

After completing six (6) months of employment with the Employer, employees will be entitled to up to one (1) week of paid jury duty leave per year. The employee must promptly notify his/her supervisor when he/she receives a summons for jury duty. The employee is required to report for work during periods while on jury duty but when he/she is excused from appearing in court. The Employer will pay the employee at his/her regular hourly wage rate for regularly scheduled
hours missed due to jury duty, less any jury duty fees (but not transportation and parking compensation) received from the court by the employee. The employee is responsible for submitting documentation of time served on jury duty and the amount of compensation received from the court.

20.5 Witness Duty Leave

Employees who are required by law to appear in court as a witness will be allowed an unpaid leave of absence as long as they provide the Employer with reasonable advance notice of the witness duty as well as appropriate documentation verifying the witness duty. Employees may, at their option, use paid personal days or paid vacation for such leaves. Employees on leave for witness duty are expected to report for work whenever the court schedule permits.

20.6 Unpaid Leaves Of Absence Under The Family And Medical Leave Act/California Family Rights Act

The Employer will comply with all applicable provisions of the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), including providing unpaid leaves of absence of up to twelve (12) weeks in certain circumstances. The definition of immediate family found in the FMLA and CFRA shall be followed. The specific FMLA or CFRA requirements, including the rights and obligations of employees, notification requirements, and the Employer’s obligations are available from the Human Resources Department. Leaves of absence provided under the FMLA and/or the CFRA shall be deemed to run concurrently with all other leaves of absence provided in this Agreement, with the exception of pregnancy disability leave, which shall not run concurrently with CFRA leave.

20.7 Unpaid Pregnancy Disability Leave

The Employer will comply with all applicable provisions of California law relating to pregnancy disability leave, including providing up to four months of unpaid leaves of absence for employees who are disabled because of pregnancy. Pregnancy disability leave may be taken in addition to any CFRA leave. The pregnancy disability must be certified in writing by a health care practitioner. So that the Employer can address staffing needs, employees must provide the Employer with as much notice as reasonably practical of the anticipated need for pregnancy disability leave.

20.8 Unpaid Workers’ Compensation Leaves Of Absence

The Employer will comply with all applicable provisions of California workers’ compensation laws, including providing unpaid leaves of absence to employees in the event of work-related injuries or illnesses. Employees on workers’ compensation leaves of absence shall be required to use any accrued paid sick leave (as well as any other accrued paid time off) to supplement the workers’ compensation benefits.

20.9 Military Leave Of Absence

The Employer will comply with all applicable provisions of federal and California law regarding leaves of absence for military service.
20.10 Child School Activity Leave

The Employer will comply with all applicable provisions of California law regarding Child School Activity Leave.

20.11 Leaves For Religious Purposes

The Employer will comply with all applicable provisions of federal and California law regarding leaves of absence for religious purposes, and employees may, at their option, use paid personal days or paid vacation for such leaves.

20.12 Unpaid Personal Leave Of Absence

Employees may request an unpaid personal leave of absence for up to six (6) months unless otherwise required by law. Such requests could include leave to pursue educational or academic endeavors or degrees, to recover from a serious illness or chronic medical condition, attend to a personal matter, to serve as a witness in a legal proceeding, or to engage in Union activities. (A summary of the Employer’s general guidelines regarding requests for leaves of absence to pursue educational or academic endeavors or degrees is attached in Appendix I.) For leaves greater than nine months, requests for an unpaid personal leave of absence must be directed to the Employer’s President & CEO or his/her designees. The President & CEO or his/her designee shall have the discretion to grant or deny such requests and, if granted, to impose conditions on the leave of absence. If an unpaid leave is granted, the employee shall be entitled to return to a job in the same or similar classification he/she worked prior to commencing the leave. The Employer shall not be required to return an employee to the same work location that the employee worked at prior to the unpaid leave of absence.

20.13 Administration Of Leaves Of Absence

Unless otherwise specified in this Agreement, employees must submit requests for leaves of absence to their supervisors as far in advance as possible. Except where otherwise required by law, the Employer shall have complete discretion in making decisions on granting leaves of absence based on the needs of the Employer’s programs.

20.14 Benefits While On Leaves Of Absence

The Employer will provide health insurance and other benefits to employees on leave only as required by law. In some instances, employees may be required to pay the full cost for the maintenance of health insurance and other similar benefits. Except as required by law, employee benefits, such as paid vacation and paid sick leave, do not accrue during any period of unpaid leave of absence.

ARTICLE 21: DISCIPLINE AND DISCHARGE

21.1 Standard For Discipline And Discharge

Except as otherwise provided in this Agreement, the Employer shall not discipline or discharge any employee except for just cause. In addition, except as otherwise provided in this Agreement, the Employer shall follow general principles of progressive discipline in cases of discipline or discharge, but this principle shall not be rigidly applied so as to prevent the Employer from
imposing discipline or discharge that is reasonable and appropriate for the particular situation or incident. Notwithstanding anything to contrary in the foregoing, the Employer shall not consider or rely on any disciplinary action taken against an employee that occurred more than two years before the situation or incident in question, except when the situation or incident in question involves a recurrence of the same type of performance or conduct that resulted in the employee’s prior disciplinary action.

Employees are expected to abide by and adhere to all of the terms and conditions of this Agreement, all of the policies, procedures, rules, and practices identified in Article 4 of the Agreement and attached as Appendices to the Agreement, and any other policies, procedures, rules, or practices established and maintained in accordance with this Agreement. An employee’s failure to abide by and adhere to any of the above shall constitute “just cause” for discipline or discharge under this Article and this Agreement.

Notwithstanding anything to the contrary in this Article, the Employer shall be free to maintain its “zero-tolerance” policy relating to children’s rights attached hereto as Corporate Policy #115.

21.2 Return Of Property Upon Termination Of Employment

Employees are responsible for maintaining all of the Employer’s property, including equipment, keys, and documents, issued to them during the course of their employment. Employees must return all of the Employer’s property in their possession upon termination of employment.

21.3 Exit Interview Upon Termination Of Employment

Whenever possible, a representative of the Human Resources Department will conduct an exit interview of any employee whose employment is being terminated. The purpose of the exit interview includes the following:

- process any documentation relating to the termination, including the Report of Resignation/Separation Form;
- obtain the return of any of the Employer’s property;
- determine and arrange final payment of wages and accrued vacation;
- provide information regarding continuation of health insurance (COBRA) at employee’s expense; and
- provide information regarding any other benefits available following termination of employment (e.g., retirement benefits).

ARTICLE 22: REDUCTIONS IN FORCE

22.1 Notice To The Union Of Reductions In Force

The Employer will attempt to avoid a reduction in force (“RIF”) and will attempt to consider reasonable alternatives whenever possible. The Employer will notify the Union of any contemplated RIF at least twenty-five (25) calendar days before implementing any RIF.
22.2 Selecting Employees For Layoff

In initially selecting employees to be laid off in connection with a RIF, the Employer will follow the following order of layoff within the affected classification(s), starting with the highest paying classification and working towards the lowest paying classification:

A. Temporary employees working in the affected classification(s) but not covered by this Agreement.

B. Employees in their Initial Introductory Period in the affected classification(s).

C. Employees in an introductory period other than their Initial Introductory Period in the affected classification(s) based on the Employer’s reasonable determination of the least qualified employee(s). The primary factors to be considered by the Employer when making this determination shall be the same factors used when making annual job assignments pursuant to Article 12.1. After taking into account all of those factors, the Employer shall be free to select the least qualified employee(s) to be laid off. If the Employer considers two or more employees to equally qualify as the least qualified in the affected classification(s), the Employer shall select the employee to be laid off based on which employee has less length of service.

D. Regular part-time employees and full-time employees in the affected classification(s) based on the Employer’s reasonable determination of the least qualified employee(s). The primary factors to be considered by the Employer when making this determination shall be the same factors used when making annual job assignments pursuant to Article 12.1. After taking into account all of those factors, the Employer shall be free to select the least qualified employee(s) to be laid off. If the Employer considers two or more employees to equally qualify as the least qualified in the affected classification(s), the Employer shall select the employee to be laid off based on which employee has less length of service.

Employees in the affected classification(s) who are initially selected by the Employer for layoff will have the right to avoid layoff by filling any vacancy in the same classification or a lower paying classification as long as the employee is qualified to perform the duties of the vacant position and agrees to accept the applicable hourly wage rate for the classification. Other than this right to fill a vacancy, employees initially selected for layoff shall have no “bumping rights.”

22.3 Notice To Employees Selected For Layoff

The Employer shall notify the employees initially selected for layoff at least fourteen (14) calendar days before the effective date of the RIF. If an employee is terminated and then hired by NHA within twelve (12) months of the date of termination the employee shall be credited with the length of service that he or she had as of the date of termination provided they otherwise meet the benefit eligibility requirements.

22.4 RIF List
Employees who have been laid off shall be placed on a RIF List for a period of one (1) year. If positions become available, Employer will post the opportunities on its website. Employees are encouraged to apply for any positions which they are qualified. If all qualifications are equal across candidates, Employees laid off under the provisions of this Article shall be selected first (in preference to new applicants), and shall be considered based on the annual job assignment factors in Article 12.1.

22.5 Applicability Of This Article To Certain Reductions In Hours Of Work

The provisions of this Article shall apply to any reduction of hours of work in a workweek or workweeks in a fiscal year greater than twenty-five (25) percent. In other words, to the extent that the Employer intends to reduce the number of hours of work in a workweek or workweeks in a fiscal year for any employee(s) by more than twenty-five (25) percent, the Employer shall follow the provisions in this Article when identifying the employee(s) to be selected for a reduction in hours of work.

22.6 Inapplicability Of This Article To Annual Job Assignments

Notwithstanding anything to the contrary in this Article or Agreement, the provisions of this Article shall not apply to any annual job assignment.

ARTICLE 23: RE-HIRE OF EMPLOYEES WITHIN 12 MONTHS OF TERMINATION

If an employee whose employment is terminated is then re-hired by the Employer within 12 months of the date of termination, the employee shall be credited, for purposes of this Agreement, with the length of service that he or she had as of the date of termination. Nothing in this Article shall obligate the Employer to re-hire any employee whose employment was previously terminated.

ARTICLE 24: GRIEVANCE AND ARBITRATION PROCEDURES

24.1 Grievance Definition

A grievance shall be defined as a claim or dispute regarding (a) an alleged violation of this Agreement or (b) an overall rating of “Consistently Meets (-),” “Needs Improvement,” or “Does Not Meet” on an annual performance appraisal. Notwithstanding the foregoing, a claim or dispute regarding discipline or counseling that did not result in loss of pay or termination of employment – e.g., a verbal or written warning – shall not be considered a grievance within the meaning of this Article. However, an employee may choose to submit a written response to a written warning or request a meeting with the Associate Vice President of Human Resources to discuss the discipline or counseling and may challenge a written warning under this Article if and when it becomes the basis for subsequent disciplinary action against the employee. In addition, notwithstanding the foregoing, a claim or dispute specifically excluded from the grievance and arbitration procedure in other Articles of this Agreement shall not be considered a grievance within the meaning of this Article. A grievance may be made by an employee, the Union, or the Employer. (Although the provisions of this Article have been drafted to reflect the more-typical situations of grievances made by employees, the provisions apply equally to grievances made by the Union or the Employer.) Employees, and the Union, and the Employer shall not use or attempt to use the grievance and arbitration procedure set forth in this Article as a
means of changing, amending, modifying, supplementing, or otherwise altering in any respect this Agreement or any part hereof.

24.2 Union Representation

Any employee asserting a grievance shall have the right to representation, if desired, by an available Union representative at any stage of the grievance and arbitration procedure.

24.3 Step 1 – Informal Grievance

The first step in the grievance and arbitration process is an attempt to resolve the claim or dispute via an informal grievance. Except in cases of termination of employment, any employee asserting a grievance must first request a meeting with his/her immediate supervisor to discuss the grievance. In order to be timely, the request for a meeting must be made within ten (10) business days of the alleged violation of the Agreement or the employee’s receipt of the annual performance appraisal with an overall rating of “Consistently Meets (–), “Needs Improvement” or “Does Not Meet” or within ten (10) business days of when the employee reasonably should have been aware of the facts giving rise to the grievance. The meeting will include the employee asserting the grievance and the immediate supervisor and, if the employee requests, may include a Union representative. The immediate supervisor shall advise the employee of his/her response to the grievance within ten (10) business days of the meeting.

Unless otherwise mutually agreed in writing, the failure, for whatever reason, to conduct a meeting within ten (10) business days of receipt of an employee’s request to meet shall be deemed denial by management of the informal grievance on the tenth (10th) business day following the request to meet. Similarly, unless otherwise mutually agreed, the failure to advise an employee of the response to the grievance within ten (10) business days of the meeting shall be deemed denial by management of the informal grievance on the tenth (10th) business day following the meeting.

In cases of termination of employment, an employee can choose to pursue an informal grievance under Step 1 or can choose to skip Step 1 and proceed directly to Step 2. If the employee chooses to skip Step 1 and proceed directly to Step 2, a written grievance must be presented to the Employer’s Associate Vice President of Human Resources within ten (10) business days of the termination of employment.

24.4 Step 2 – Written Grievance

If the grievance is not satisfactorily resolved in Step 1, the second step of the grievance and arbitration process is as an attempt to resolve the claim or dispute via a written grievance. In order to be timely, a written grievance must be presented to the Employer’s Associate Vice President of Human Resources within ten (10) business days of the response to or denial of the grievance in Step 1. A meeting to discuss the written grievance must take place within ten (10) business days of receipt of the written grievance. The meeting will include the employee asserting the grievance and the Associate Vice President of Human Resources or his/her designee, and, if the employee requests, may include a Union representative. The Associate Vice President of Human Resources or his/her designee shall issue a written response to the written grievance within ten (10) business days of the meeting.
Unless otherwise mutually agreed in writing, the failure, for whatever reason, to conduct the meeting within ten (10) business days of receipt of the written grievance shall be deemed denial of the written grievance on the tenth (10th) business day following receipt of the written agreement; similarly, unless otherwise mutually agreed in writing, the failure to issue a written response to the written grievance within ten (10) business days of the meeting shall be deemed denial of the grievance on the tenth (10th) business day following the meeting.

24.5 Step 3 - Written Grievance to the CEO

If the grievance is not satisfactorily resolved in Step 2, and specifically involves a Child’s Rights violation, a third step of the grievance and arbitration process will be available as an attempt to resolve the claim or dispute via written grievance and good faith involvement of Employer’s CEO. In order to be timely, a written grievance must be presented to the Associate Vice President of Human Resources within ten (10) business days of the response to or denial of the grievance in Step 2. A meeting to discuss the written grievance with the CEO, or (in the event of scheduling conflict) a designee designated by Employer’s CEO, must take place within ten (10) business days of receipt of the written grievance. The meeting will include the employee asserting the grievance, and the CEO, or its designee, in the event of a scheduling conflict, and, if the employee requests, may include a Union representative. The CEO shall issue a written response to the written grievance within ten (10) business days of the meeting.

Unless otherwise mutually agreed in writing, the failure, for whatever reason, to conduct, or appear for, the meeting within ten (10) business days of receipt of the written grievance, shall be deemed denial of the written grievance on the tenth (10th) business day following receipt of the written agreement; similarly, unless otherwise mutually agreed in writing, the failure to issue a written response to the written grievance within ten (10) business days of the meeting shall be deemed a denial of the grievance on the tenth (10th) business day following the meeting.

24.6 Step 4 – Binding Arbitration

If the grievance is not satisfactorily resolved in Step 2 or 3, the fourth step of the grievance and arbitration procedure is resolution of the claim or dispute by binding arbitration. In order to be timely, a written demand for arbitration must be presented or mailed to Employer’s Associate Vice President of Human Resources within ten (10) business days of the response to or denial of the grievance in Step 2, or Step 3 if applicable.

Within ten (10) business days of receipt of the written demand for arbitration, the Union and the Employer shall confer for the purpose of selecting an arbitrator and, if they are unable to agree on the selection of an arbitrator, the party demanding arbitration must request the Federal Mediation and Conciliation Service (“FMCS”) to provide a list of not less than seven arbitrators. From such list, the arbitrator shall be selected by each party alternately striking off names until one name remains; the choice of which party shall make the first strike off shall be determined by lot. If the arbitrator agreed upon by the parties or selected from the FMCS list indicates that he/she will not be available for a hearing within a reasonable time not to exceed sixty (60) calendar days, unless the parties mutually agree otherwise, the parties shall proceed to select another arbitrator as indicated above.

Unless otherwise mutually agreed in writing, the arbitration hearing shall be held within sixty (60) calendar days after selection of the arbitrator. The arbitration hearing shall be private with
attendance limited to the parties to the grievance, their respective representatives, if any, and any testifying witnesses. The arbitrator shall issue the decision or award within sixty (60) calendar days of the final submission of the case, unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding on both parties, provided, however, that the power and authority of the arbitrator shall be limited to the question presented to him/her, and he/she shall have no power to add to or subtract from, or modify any terms of this Agreement.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Notwithstanding the foregoing, in the event there are more than six (6) arbitrations that proceed to hearing in any calendar year, the fees and expenses of the arbitrator for any such arbitration shall be paid by the losing party (i.e., either the Employer or the Union.) If there is any question as to who the losing party is, or if a case is referred back to the parties without decision, or if there are decisions against both the Employer and the Union, the arbitrator is authorized to determine who shall pay the fees as the losing party and may, in appropriate circumstance, order a sharing of such fees between the Employer and the Union. In such event, the decision of the arbitrator on this issue shall be final and binding.

24.7 Obligation To Provide Documents Prior To Arbitration

Up to thirty (30) calendar days prior to any arbitration hearing, any party to the arbitration may make a written request to the other party to provide all documents on which the other party intends to rely, other than true impeachment or rebuttal documents, to support its position on the grievance. (As used in this Article, “rebuttal” shall have the meaning as used in California Code of Civil Procedure Section 607, meaning evidence offered by a party, after both the party and the opposing party have concluded their cases in chief, in order to contradict the opposing party’s evidence.) If such a written request is timely made, the other party is obligated to provide such documents to the requesting party at least fifteen (15) calendar days prior to the hearing. The arbitrator shall have the authority to resolve any disputes regarding any such written requests and the documents provided in response to any such written requests by applying the terms of this Article 24.7; in particular, the arbitrator shall have the discretion to exclude or restrict the use of any document at the arbitration hearing that has not been provided in accordance with the terms of this Article 24.7.

24.8 Time Is Of The Essence

A grievance shall be considered null and void if not asserted or presented in accordance with the time limitations set forth in this Article, unless the parties involved agree to extend said time limitations. Except for extensions of time limitations mutually agreed to by the parties involved, the arbitrator shall not have the authority to excuse a failure to comply with the time limitations set forth in this Article, regardless of the reason given for such failure.

ARTICLE 25: HEAD START AND OTHER APPLICABLE STATUTES, REGULATIONS, AND RULES NOT SUPERSEDED

Nothing in this Agreement is intended to contradict or supersede the Head Start statutes, regulations, and/or rules applicable to the Employer or any other applicable federal, state, or local statutes, regulations, and/or rules. Moreover, nothing in this Agreement is intended to create or impose obligations or requirements on the Employer that contradict or are contrary to the obligations or requirements imposed on the Employer under the applicable Head Start
statutes, regulations, and/or rules or under any other applicable federal, state, or local statutes, regulations, and/or rules. To the extent that any part of this Agreement creates or imposes, or is interpreted as creating or imposing, obligations or requirements on the Employer that are contrary to the obligations or requirements imposed on the Employer under the applicable Head Start statutes, regulations, and/or rules or under any other applicable federal, state, or local statutes, regulations, and/or rules, such parts of the Agreement are null, void, and unenforceable, the obligations and requirements imposed under the applicable Head Start statutes, regulations, and rules or under any other applicable federal, state, or local statutes, regulations, and/or rules remain in effect.

**ARTICLE 26: LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union shall establish and maintain a Labor-Management Committee. The purpose of the Committee is to promote harmonious working relations between the parties and to allow the parties to discuss issues of common interest relating to the bargaining unit. The Committee shall be comprised of three (3) Employer representatives and three (3) Union representatives. The Committee shall meet at least quarterly, or upon request.

The first item to be placed on the agenda will be “Dignity and Respect” issues to be considered by the members of each committee. Employees with Dignity and Respect concerns may be called upon to make presentations at these committee meetings. By request, the Vice President of Training and Organization Development may be utilized by the parties through the Labor-Management process to assist in resolving specific Dignity and Respect concerns. If the Vice President of Training and Organization Development is unavailable, a facilitator will be chosen by mutual agreement, cost to be shared 50/50.

The Employer shall ensure that designated Union Stewards are informed of Employer’s “Lift Learn Serve (LLS) Commitment,” and provide a listing of all LLS Ambassadors. The LLS Commitment focuses on maintaining high-quality work environments by connecting employees, via LLS Ambassadors, with the Training and Organization Development department, to explore ways to boost worksite morale, how to implement effective strategies to reduce stress, and foster behavior that demonstrates the I.C.A.R.E. (Integrity, Courtesy, Attentiveness, Responsiveness, & Excellence) motto at all worksites.

**ARTICLE 27: SUCCESSORS AND ASSIGNS**

27.1 Successorship

This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of a bona fide sale, transfer, or assignment, by whatever means or methods, of the Employer’s operations, or any part thereof, covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner, transferee, or assignee, require the new owner to hire the Employer’s employees, and to become a party hereto. It is understood that the parties hereto shall not use any leasing device to a third party to evade the Agreement. The Employer shall be responsible for any and all monetary benefits that employees have accumulated under this Agreement to the date of sale, transfer, or assignment. The “length of service” of employees shall not be broken by such sale, transfer, or assignment.

27.2 Notice To Union
The Employer agrees to give the Union no less than thirty (30) days’ written notice in the event that it intends to sell, transfer, or assign the operations, or part thereof, covered by the Agreement, and agrees to provide the Union with written documentation establishing the Employer’s compliance with Article 27.1 no less than ten (10) days prior to such sale, transfer, or assignment.

ARTICLE 28: TERM OF AGREEMENT

Unless otherwise provided in this Agreement, the terms of this Agreement shall become effective as of the date this Agreement is ratified and approved by both the Employer and the Union. This Agreement shall remain in effect through June 30, 2021, and shall continue in effect from year to year thereafter, unless the Employer or the Union gives written notice to the other of a desire to change, amend, modify, or terminate this Agreement at least 60 days prior to June 30, 2021, or June 30 of any succeeding year.

SEIU Local 221
By: ________________________________
   David Garcia
President of SEIU Local 221
Date: ______________________________

By: ________________________________
   Karen Paredes-Tupper
Senior Worksite Organizer
Date: ______________________________

By: ________________________________
   Belvia Gibson
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________

By: ________________________________
   Michelle Guevara
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________

The Neighborhood House Association
By: ________________________________
   Rudolph A. Johnson, III
President and CEO of NHA
Date: ______________________________

By: ________________________________
   Sandra Gutierrez
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________
By: ________________________________

    Vianey Ramirez
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________

By: ________________________________

    Ana Muro
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________

By: ________________________________

    Gloria Sanchez
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________

By: ________________________________

    Modena Chappell-Mosher
Member of SEIU Local 221 Bargaining Committee
Date: ______________________________
TABLE I: HOURLY WAGE SCHEDULE

### Non-professional Bargaining Unit

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Range</th>
<th>Range Minimum</th>
<th>Range Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Assistant Trainee</td>
<td>34</td>
<td>11.52076$^1$</td>
<td>12.40660</td>
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<tr>
<td>Prep Cook</td>
<td>38.01</td>
<td>12.44713</td>
<td>15.16562</td>
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<tr>
<td>Cook (Union)</td>
<td>39.51</td>
<td>13.40420</td>
<td>16.33171</td>
</tr>
<tr>
<td>Custodian/Maintenance Tech I</td>
<td>39.51</td>
<td>13.49416</td>
<td>16.44132</td>
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<tr>
<td>Associate Teacher</td>
<td>40.5</td>
<td>14.03693</td>
<td>17.10263</td>
</tr>
<tr>
<td>Social Service Tech.</td>
<td>40.5</td>
<td>14.03693</td>
<td>17.10263</td>
</tr>
<tr>
<td>Nutrition Services Driver</td>
<td>41.01</td>
<td>14.43485</td>
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<tr>
<td>Family Service Specialist</td>
<td>42.51</td>
<td>15.64908</td>
<td>19.06689</td>
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<tr>
<td>Office Assistant II</td>
<td>43</td>
<td>15.88150</td>
<td>19.35006</td>
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<tr>
<td>Teacher/Family Support Spec.</td>
<td>44</td>
<td>16.68550</td>
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<tr>
<td>Bus Driver</td>
<td>44.01</td>
<td>16.85235</td>
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</table>

### Professional Bargaining Unit

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Range</th>
<th>Range Minimum</th>
<th>Range Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Visitor II (w/ AA)</td>
<td>46</td>
<td>18.41767</td>
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<tr>
<td>Home Visitor III (w/ BA or MA)</td>
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<tr>
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<td>22.66454</td>
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<tr>
<td>Teacher III (w/ BA or MA)</td>
<td>47.5</td>
<td>19.83381</td>
<td>24.16557</td>
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</tbody>
</table>

$^1$Effective 1/1/2019, TAT range minimum will be $12.00 per hour
### TABLE II: SCHEDULE OF MONTHLY CONTRIBUTIONS FOR HEALTH BENEFITS
(Effective July 1, 2018)

<table>
<thead>
<tr>
<th>Plan</th>
<th>NHA Pays</th>
<th>Employee Pays</th>
<th>Total Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharp HMO 20/40/500 Performance Network Single</td>
<td>$566.42</td>
<td>$50.00</td>
<td>$616.42</td>
</tr>
<tr>
<td>Sharp HMO 20/40/500 Performance Network EE + 1</td>
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<td>$364.00</td>
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<td>$612.00</td>
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<tr>
<td>Sharp HMO 20/40/500 Choice Network Single</td>
<td>$595.63</td>
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<td>$885.60</td>
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<td>$1,475.60</td>
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<tr>
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<td>$942.00</td>
<td>$1,988.18</td>
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<td>$763.97</td>
<td>$181.00</td>
<td>$944.97</td>
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<tr>
<td>Sharp Nationcare PPO Plan 500 Ded/25/20% EE + 1</td>
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<td>$590.00</td>
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<tr>
<td>Sharp Nationcare PPO Plan 500 Ded/25/20% Family</td>
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<td>$778.78</td>
<td>$336.00</td>
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<td>Kaiser Permanente HMO Family</td>
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<td>SIMSA Medical HMO Single</td>
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<td>SIMSA Medical HMO EE + 1</td>
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<td>SIMSA Medical HMO Family</td>
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<td>Principal Dental EPO Family</td>
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<td>Principal Dental POS Single</td>
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<tr>
<td>Principal Dental POS EE + 1</td>
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<td>Principal Dental POS Family</td>
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<td>SIMSA Dental Family</td>
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<tr>
<td>Plan</td>
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<td>Out-of-Pocket</td>
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<tr>
<td>-------------------------------------------</td>
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<tr>
<td>Vision Service Plan Single</td>
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<td>Vision Service Plan EE + 1</td>
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<td>Reliance Standard Basic Life and AD&amp;D</td>
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APPENDIX I: CORPORATE AND ADMINISTRATIVE POLICIES

Corporate Policy #102: Equal Employment Opportunity
Corporate Policy #104: Harassment
Corporate Policy #105: Conflict of Interest
Corporate Policy #106: Code of Conduct
Corporate Policy #107: Substance Abuse; Drug-Free Workplace
Corporate Policy #108: Partisan Political Activities
Corporate Policy #109: Solicitation/Distribution
Corporate Policy #110: Electronic Communications
Corporate Policy #112: Workplace Safety
Corporate Policy #114: Confidential & Proprietary Information
Corporate Policy #115: Children’s Rights
Corporate Policy #116: Reporting Violations of Policy/Improper Activities
Corporate Policy #301: Media Relations
Corporate Policy #503: Tuition Reimbursement
Corporate Policy #504: Gift & Donation Acceptance
Administrative Policy HR #101: In Range Salary Adjustment
Administrative Policy HR #102: Criminal Record Check
Administrative Policy HR #103: Employee Rehire
Administrative Policy HR #104: Leave of Absence
Administrative Policy HR #106: Performance Evaluations
Administrative Policy HR #107: Bilingual Compensation
Administrative Policy HR #108: Lead Compensation
Administrative Policy HR #109: Promotion
Administrative Policy HR #110: Demotion
Administrative Policy HR #111: Community Care Licensing Clearance
Administrative Policy HR #112: Reasonable Accommodations
Administrative Policy HR #113: Health Screening
Administrative Policy HR #114: Benefits Eligibility
Administrative Policy HR #115: Acting Assignment
Administrative Policy HR #117: Fitness For Duty
Administrative Policy HR #119: Workers Compensation Return to Work
General Guidelines Regarding Leaves of Absence to Pursue Education or Academic Endeavors or Degrees
Purpose: This policy reaffirms Neighborhood House Association’s (“NHA”) commitment to providing equal employment opportunities to all qualified individuals.

Policy Statement: NHA is an equal opportunity employer. No person shall be denied employment, discriminated against, or prohibited from participating fully in employment opportunities for reasons of race, color, national origin, ancestry, religion, creed, ethnicity, sex, age, gender, gender identity, height, weight, sexual orientation, marital status, mental or physical disability (including AIDS and HIV), veteran status, military obligations, medical condition, political affiliation or protected union activity to the extent made unlawful by federal, state, or local law. NHA will not tolerate any employment decision based on these or other factors that are unrelated to NHA’s legitimate business interests. This Policy relates to all phases of employment, including without limitation, recruitment, hiring, placement, promotion, termination, transfer, compensation, benefits, training, and educational, social or recreational programs offered by NHA. This Policy covers all other personnel actions in all job categories and at all levels.

NHA will comply with and attempt to achieve all of the affirmative action and other hiring requirements and goals established in the Head Start statute, regulations, and rules. NHA is also committed to providing a work environment free from discrimination or harassment, including sexual harassment, based on any of the characteristics or categories described above to the extent made unlawful by federal, state, or local law. In addition, NHA will not condone, and will not tolerate, retaliation against any employee for making a complaint of any suspected violation of policy or improper activities or for cooperating in an investigation of such a complaint. If NHA determines that a violation or retaliation has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by NHA to be responsible for improper conduct or retaliation will be subject to appropriate disciplinary action, up to and including termination.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Purpose: This policy reaffirms Neighborhood House Association’s (“NHA”) commitment to a non-offensive working environment free of harassment or intimidation.

Policy Statement: NHA prohibits harassment, of any type, in the work place. The term harassment includes sexual harassment, and other prohibited conduct described below, of its employees, job applicants and contractors by any other employee, job applicant, contractor, vendor or customer. It is the policy of NHA to treat all employees, applicants and contractors with respect. No employee, applicant or contractor is to be subjected to harassment or conduct that creates an intimidating or offensive work environment. Conduct prohibited by this Policy includes, but is not limited to, unwelcome verbal, written or visual behavior related to:

- unwelcome or derogatory comments regarding a person’s race, color, ancestry, ethnic heritage, mental or physical disability, age, appearance or other classifications protected by law;
- sexist or religious comments, jokes or slurs;
- threats of violence, bodily harm, hitting, pushing or other aggressive physical contact, or physical intimidation using inappropriate gestures;
- unwelcome sexual advances, requests for sexual favors, inappropriate physical conduct, and other verbal or physical conduct of a sexual nature; and
- distribution, including e-mail or other electronic media, or display in any work area, of written or graphic material having such effects as to create an intimidating or offensive work environment.

Any person who violates this Policy will be subject to disciplinary action up to and including termination of employment or of the work relationship, and any other appropriate action.

Guidelines: Any person who believes they have been unlawfully harassed, must immediately provide a written complaint to NHA’s VP & General Counsel. Every reported complaint of harassment will be investigated thoroughly, in a timely manner and, to the extent possible, handled in a confidential manner. The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Purpose: This policy prohibits all persons affiliated with Neighborhood House Association ("NHA") including employees, contractors, volunteers and members of the Board of Directors, from engaging in situations that create an apparent or actual conflict of interest to the business interests of NHA.

Policy Statement: All persons are required to exercise their best judgment in the interest of NHA in all matters in which they act for it, free of the adverse influence that arises from a self-interest that conflicts with, or is adverse to the interests of NHA. There are certain situations which NHA always prohibits and considers being in conflict with its interest. Board members cannot: (i) have a financial conflict of interest with NHA or its delegate agencies; (ii) receive compensation for serving on the board or for providing services to NHA; and (iii) be employed, nor may their immediate family members be employed by NHA or its delegate agencies. Immediate family generally includes the spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, and adopted and step family members. Absent full and complete disclosure and authorization by the President/CEO or a majority of disinterested Directors, no person covered by this policy may:

- obtain a significant financial or other beneficial interest in another supplier or vendor in which NHA has existing or prospective business relations;
- engage in a significant personal business transaction involving NHA for profit or gain;
- accept money, gifts of other than nominal value, excessive hospitality, loans or other special treatment from any supplier, vendor or customer in which NHA has existing or prospective business relations;
- compete unfairly with NHA by divulging confidential or proprietary corporate information, luring away its employees or customers, or working on competing business while being paid by, or serving as a volunteer for NHA;
- learn of a business opportunity through association with NHA and disclose it to a third party or invest in the opportunity without first offering it to NHA; or
- board members may not have a personal relationship with the Head Start Director or another member of the NHA staff.
All employees, board members and policy council representatives must sign an annual certification of compliance with this Policy.

Any person who violates this Policy will be subject to disciplinary action up to and including termination of employment or of the volunteer relationship, and any other appropriate action.

**Guidelines:** The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: CODE OF CONDUCT
Policy No.: 106
History: Last Revision - March 1999
Page: 1 of 3
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

**Purpose:** This policy establishes general standards of acceptable behavior by which all employees and volunteers must abide. The goal is to be certain that all persons understand what conduct is unacceptable, not to unduly restrict their conduct.

**Policy Statement:** Neighborhood House Association (“NHA”) holds a high level of public trust and professional responsibility in the communities it serves. NHA’s reputation is founded upon the ethical standards observed by every person performing services for the organization. Employees and volunteers of the organization are constantly on display as most of NHA’s work is done in full view of the community. As a result, the organization cannot tolerate actions which jeopardize the trust and the good name that NHA has earned and enjoys. By accepting employment or volunteer work with NHA, each person accepts responsibility to NHA and to his or her fellow worker to adhere to certain rules of behavior and conduct.

Because specific rules cannot cover every situation, NHA expects all employees and volunteers to use common sense as a guide to proper conduct. All employees and volunteers are required to adhere to the policies and procedures documented in the Personnel Manual, as may be amended from time to time. Accordingly, absent other specific policies adopted by NHA, employees and volunteers are expected to abide by and adhere to the following Code of Conduct:

- Employees must carry out with efficiency the orders received from their supervisors. Insubordination or refusal to follow or carry out a supervisor’s order will not be tolerated.
- Employees must present a good image of NHA to the community.
- Employees must wear appropriate clothing and use good judgment to avoid styles that are offensive or unacceptable to the communities NHA serves.
- Desks, working areas, and files are for NHA materials only. NHA is not responsible for the loss of anyone’s personal property.
- Employee may not use, carry, transport, or sell alcoholic beverages or illegal drugs during working hours or on agency property. Employees and volunteers are not to report to work while under the influence of alcohol or illegal drugs.
- Employees may not engage in fighting, scuffling, and horseplay, or other dangerous conduct on the job.
• Commission of a crime or conviction of any criminal offense may jeopardize your employment with NHA.

• Employees may not engage in falsifying, fabricating or misrepresenting information or documents provided to or from NHA.

• Information about the agency’s employees and clients is not to be sold, divulged, used, or made available to anyone outside the agency except when conducting authorized agency business. This prohibition includes selling, divulging, using or making available mailing lists, names, addresses, telephone numbers, and any records. Requests for any of the foregoing information should be referred to a member of NHA’s Senior Staff. Prior approval by the President/CEO is required before any such information may be released. The Human Resources Department handles verification of employment or other related information concerning past or present employees.

• Employees are encouraged to take part in constructive community activities to the fullest extent they can as long as participation does not interfere with their work. If outside activities take place during regular working hours, employees must obtain approval from their supervisor before engaging in the activity.

• Employees should be courteous and respectful to clients at all times. Employees are not to argue with clients.

• Employees may not engage in misappropriation, misuse, unauthorized removal or possession of any property belonging to or controlled by NHA, its guests, clients, contractors or fellow employees.

• Employees may not use, carry, transport, or sell firearms or any other weapon during work hours or on agency property.

• No employee shall release information on behalf of NHA to the news media concerning NHA in the form of a press releases nor may he/she call a press conference without written permission from the President/CEO or his/her designee.

All Head Start and CDD employees shall also adhere to the following additional standards of conduct:
Corporate Policies

Subject: CODE OF CONDUCT (continued)
Policy No.: 106
History: Last Revision - March 1999
Page: 3 of 3
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

• Employees will respect and promote the unique identity of each child and family, and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.

• Employee must follow program confidentiality policies concerning information about children, families, and other staff members. Violation of this rule will be deemed “cause” for immediate termination.

• No child shall be left alone or unsupervised while under an employee’s care. Such action will be deemed “cause” for immediate termination.

• Employee will use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse or humiliation; employee will not employ methods of discipline that involve isolation of children, the use of food as punishment or reward, or the denial of basic needs. An infraction of this rule will be deemed “cause” for immediate termination.

Guidelines: The procedures, including progressive discipline procedures outlined in the Personnel Manual are intended as a guide in dealing with problems in the workplace. Employees in positions of responsibility, including employees exempt from overtime, managers, supervisors, and others, are likely to have these procedures disregarded, and to have violations of policy result in termination. As NHA relies on individuals in more senior positions to set the example for others, it is generally unacceptable for those individuals to violate NHA policies. The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policy 107: Substance Abuse; Drug-Free Workplace

Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: SUBSTANCE ABUSE; DRUG-FREE WORKPLACE
Policy No.: 107
History: Last Revision - January 1999
Page: 1 of 2
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

Purpose: This policy recognizes the public service responsibilities entrusted to the employees of Neighborhood House Association (“NHA”), and the fact that substance abuse can hinder a person’s ability to perform duties safely and effectively. This policy reaffirms NHA’s commitment to the health, safety, and productivity of all employees, security of NHA’s assets, and satisfaction with our services.

Policy Statement: NHA recognizes drug and alcohol abuse as a potential health, safety, and security problem. As a result, the unlawful use, manufacture, distribution, dispensing, being under the influence, sale, concealment, transportation, negotiation for the sale of or the possession of drugs, drug paraphernalia, alcohol or controlled substances by employees or volunteers during working hours, at NHA, any other facility used or managed by NHA or in an NHA vehicle is strictly prohibited. Violation of this policy is strictly prohibited and will result in disciplinary action, including termination from employment.

NHA management personnel shall take reasonable measures to recognize inhalant, drug or alcohol abuse by employees and to see that any such abuse does not jeopardize the safety of NHA’s operations or otherwise adversely affect NHA facilities or its employees. Based upon a reasonable suspicion of substance abuse and/or if an employee is involved in an on the job accident which results in an injury while using power tools or operating a vehicle; such employee may be required to undergo a compulsory medical examination including drug and alcohol screening. Any employee required to take a mandatory drug test will also be required to authorize in writing, the disclosure of the results of such test under this policy. Failure to immediately submit to an alcohol and/or drug test as directed by NHA management personnel will result in insubordination and may result in termination of employment.

- **DRUGS, ALCOHOL, INHALANTS**
  This policy prohibits the use of any drugs, inhalants, or substances that may affect an employee’s senses, responses, motor functions, or alter a person’s perception while working. The lawful use or possession of medication or controlled substances prescribed by a licensed physician or the use or possession of a non-prescription medication is not prohibited. Any employee taking a drug whose physician, pharmacist, or medication warnings indicate that the drug may impair such person’s ability to perform the essential functions of their job, must advise his/her supervisor prior to reporting to work under the influence of such drug. Failure to advise the supervisor may result in discipline for poor performance or misconduct.

- **ALCOHOLIC BEVERAGES**
  This policy prohibits the use or presence of alcoholic beverages at the workplace or at NHA events, except where specifically and expressly authorized by the President/CEO or designee. Employees will be considered under the influence if tests reveal body alcohol content of .08 or higher.
Corporate Policies

Subject: SUBSTANCE ABUSE; DRUG-FREE WORKPLACE (Continued)
Policy No.: 107
Page: 2 of 2
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

- UNAUTHORIZED ITEMS
  The possession or use of any drug paraphernalia used or designed for use in testing, packaging, storing, injection, ingesting, inhaling or otherwise introducing into the human body of a substance is prohibited. Any employee requiring the use of items necessary for ingestion of a prescribed medication is permitted to use such items. The employee must notify their immediate supervisor or the VP/Human Resources of the need for this accommodation.

- PRESCRIPTION DRUGS
  The employee shall not consume the prescribed drug more often than prescribed by the employee’s physician and as set out on the label on the prescription vial. Any employee may consume only prescription drugs that have been prescribed specifically for that employee.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Purpose: This policy affirms Neighborhood House Association’s (“NHA”) strong belief in the democratic process and that all individuals should take an active interest in fostering principles of good government in the communities in which they live, in compliance with the law. However, some political conduct that is permitted and encouraged by individuals is unlawful for corporations, such as NHA, which is a non-profit, public benefit corporation. Corporate political contributions for federal and most state elections are generally illegal.

Policy Statement: NHA prohibits the making of direct or indirect contributions or expenditures of NHA funds or assets in connection with any election, fund-raising event, or other political activity, without the prior approval of NHA’s legal counsel. This prohibition extends, in addition to any direct or indirect payment, gift, loan, deposit or guarantee, to the performance of services and the furnishing of anything of value by any employee or director as part of his or her duties for NHA. Any expenditure by NHA is to be carefully documented to ascertain who is paying for what.

No NHA manager, employee, director, contractor or vendor shall apply any pressure, direct or implied, on any other NHA employee, director, vendor or contractor that infringes upon such individual’s right to decide whether, to whom and in what amount a personal political contribution is to be made. NHA shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

NHA employees, consultants and volunteers shall not provide voters or prospective voters with transportation to the polls or provide similar assistance in connection with an election while on company time. All employees, consultants, and volunteers are prohibited from conducting any voter registration activity at an NHA service location or at agency headquarters.

Each person remains free, of course, to spend their own time and funds supporting political candidates and issues in a lawful manner, provided in so doing they do not identify themselves as employed by, or representing NHA, and further provided that such person does not seek, nor is reimbursed by NHA for any such activities.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
**Corporate Policies**

**NEIGHBORHOOD HOUSE ASSOCIATION**
**CORPORATE POLICY**

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**Purpose:** This policy affirms Neighborhood House Association’s (“NHA”) desire to ensure smooth operation of its workplace facilities and to avoid activities that could unduly interfere with an employee’s duties.

**Policy Statement:** NHA does not allow an employee to solicit another employee during either employee’s working time. Employees may solicit other employees during non-working time, such as break periods and meal periods. NHA does not allow one employee to distribute literature to another employee (other than in connection with the performance of the employee’s regular duties.) when either employee is on working time.

Nothing in this Policy shall prohibit participation in a NHA authorized: (i) United Way membership campaign; (ii) Head Start Dollar Per Child campaign; or (iii) other NHA supported program or authorized employee recreational event.

**Guidelines:** The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Purpose: This policy affirms Neighborhood House Association’s (“NHA”) guidelines governing the use of electronic business tools.

Policy Statement: All NHA owned computers, fax machines, telephones, email, voice mail systems, smartphones and related software (“Electronic Systems”), are provided to certain employees and contractors as a business tool to assist them in carrying out NHA business and performing their jobs duties. Electronic Systems, including any data, files or images, contained therein are considered business records owned by and subject to NHA’s right of inspection, review or disclosure, without prior notice, for any business purposes, or as required by law. NHA provides access to one or more forms of Electronic Systems as a means of communication and information exchange through email, the Internet and the World Wide Web. All other NHA policies including, but not limited to harassment, confidentiality and proprietary information, apply to all users of Electronic Systems.

The use of passwords to protect against unauthorized access should not be construed as a guarantee of privacy. Users of NHA’s Electronic Systems should not assume communications are totally private. In accordance with NHA’s record retention procedures, employees and contractors should be aware that all data deleted from an individual’s computer, e-mail or voice mail, are not necessarily erased from all Electronic Systems, but may be subject to a back-up or recovery procedure for a variable time frame.

This Policy provides that users of NHA’s Electronic Systems:

• may not copy, use or transfer copyrighted materials without appropriate authorization or license, and must respect copyrights of third-parties and their ownership claims in images, text, video and audio materials, software, information and inventions;

• may not download files or images unless there is an explicit business-related use for the materials;

• may not use agency smartphones that have not been encrypted by NHA’s IT Department;
Corporate Policies

Subject: ELECTRONIC COMMUNICATIONS
Policy No.: 110
History: February 2018
Page: 2 of 2
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

- may not download or expose co-workers to offensive materials covered under the Corporate Policy prohibiting harassment in the workplace; and

- must respect the confidentiality of other individuals’ electronic communications and may not monitor, intercept, or hack into another person’s Electronic Systems, except in cases where NHA has granted explicit authorization.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Purpose: This policy sets forth Neighborhood House Association’s (“NHA”) objective to maintain a safe and healthy workplace.

Policy Statement: NHA shall establish and maintain a safe and healthy work environment in compliance with federal and state safety regulations. Employees must obey safety rules and exercise caution in all work activities. Employees must report unsafe conditions to the supervisor immediately. All employees, including non-supervisory staff, are expected to correct unsafe conditions as quickly as possible.

To comply with California State law and preserve a healthy work environment, NHA shall maintain a smoke-free workplace. Smoking is prohibited at all NHA locations, including private offices, restrooms and staff break areas, classrooms, and playgrounds. A Head Start or Child Development employee who wishes to smoke during break or lunch, must do so outside of the facility, and out of sight from any children. Any employee found violating this policy will be subject to disciplinary action, up to and including termination.

Employees are expected to follow operating instructions and safety standards when using NHA equipment. The supervisor will establish each employee’s responsibility for the maintenance and safety of NHA property. The employee must notify the supervisor of tools in need of repair.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policy 114: Confidential and Proprietary Information

Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: CONFIDENTIAL AND PROPRIETARY INFORMATION
Policy No.: 114
History: New Policy
Page: 1 of 1
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

Purpose: This policy sets forth Neighborhood House Association’s (“NHA”) procedures to guard against the unauthorized disclosure of confidential and proprietary information.

Policy Statement: NHA employees, in the course of their work, may have access to nonpublic confidential or proprietary information about NHA, its subsidiaries and their employees, customers, vendors, contractors, or joint venture partners. It is each employee’s responsibility to in no way reveal or divulge any such information unless it is necessary to do so in the performance of their duties. Disclosure of confidential or proprietary information may occur only after consultation with the President/CEO. Every person who receives confidential or proprietary information holds it in trust for NHA, must take steps to guard against its inadvertent disclosure, and may not use the information for a private purpose of any kind.

Access to confidential and proprietary information should be on a “need-to-know” basis and must be authorized by the President/CEO. Even inadvertent disclosure of such information can subject the discloser and NHA to severe penalties.

It is not possible to identify all the possible forms of confidential or proprietary information. Clearly any item labeled confidential or proprietary should be treated as such. A few common examples of confidential or proprietary information include: (i) information contained in personnel files, including financial information, home address and telephone number, social security number and medical information; (ii) financial results, including known but unannounced earnings or losses, or projections of the same; (iii) execution or termination of significant contracts with an employee, vendor, contractor or other business partners; (iv) significant developments involving corporate relationships; (v) positive or negative developments in outstanding litigation or litigation exposure due to actual or threatened litigation; and (vi) pending or threatened regulatory or other Government action. If you are in any doubt whether information is publicly known, or is considered confidential or proprietary consult your supervisor or NHA’s Legal Department.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policy 115: Children’s Rights

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: CHILDREN’S RIGHTS
Policy No.: 115
History: New Policy
Page: 1 of 1
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

Purpose: This policy sets forth Neighborhood House Association’s (“NHA”) commitment to observe and protect children’s personal rights.

Policy Statement: Federal and state rules and regulations applicable to NHA mandate that children’s personal rights be respected and that NHA respond to suspected or known child abuse or sexual abuse, whether it occurs inside or outside of its Head Start Programs. Accordingly, it is the policy of NHA that the following types of conduct are not acceptable and will not be tolerated:

- Leaving children alone or unsupervised;
- Imposing corporal punishment or emotional or physical abuse/humiliation;
- Isolating children as punishment;
- Using food as punishment or reward; and
- Denying children’s basic needs as punishment.

Further, all Head Start employees must immediately advise the VP/Human Resources of (i) all pending and prior criminal arrests and charges related to child sexual abuse and their disposition, (ii) all convictions related to such matters, and (iii) all convictions of violent felonies. An infraction of this rule will be deemed “cause” for immediate termination. Head Start employees shall be required to periodically certify in writing that they have informed the VP/Human Resources of any such incident.

This is a “zero tolerance” policy, meaning than an employee’s violation of this policy will subject the employee to immediate discharge without resort to any type of progressive discipline.

Guidelines: The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations and may require affected employees to periodically sign a statement acknowledging their understanding of an adherence to this “zero tolerance” policy regarding children’s rights.
Corporate Policy 116: Reporting Violations of Policy/Improper Activities

Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: REPORTING VIOLATIONS OF POLICY / IMPROPER ACTIVITIES
Policy No.: 116
History: New Policy
Page: 1 of 1
Date: Approved By: NHA Board – 1/11/07; Policy Council – 2/1/07

Purpose: This policy sets forth Neighborhood House Association’s (“NHA”) expectation and encouragement that know or suspected violations of policy or improper activities be immediately reported.

Policy Statement: It is the policy of NHA to comply with all applicable federal and California law, and regulations as well as other Corporate Policy adopted by the Board of Directors. Every employee, director, contractor and vendor is responsible for reporting any suspected or actual violation thereof.

Should you become aware of, or suspect, a violation of federal, California, or local law, or a violation of any corporate policy, such violation or potential violation must be reported immediately to: Dwight Smith, EVP & General Counsel, Neighborhood House Association, 5660 Copley Drive, San Diego, California, 92111, via telephone at: 858-715-2642, ext. 170; via facsimile at: 858-357-8664; or via email at: dwightsmith@neighborhoodhouse.org

You may also use the confidential report form to anonymously report any suspected wrongdoing without fear of retribution. Upon receiving a report, an investigation will take place. After investigation, the General Counsel shall make appropriate recommendations to management for further action, including disciplinary action, action to correct the offense and prevent similar occurrences, or disclosure of the offense to the proper authorities.

No employee, contractor or vendor shall be penalized in any respect for reporting any offense or potential offense in which the employee, contractor or vendor is not engaged.

Guidelines: Reports of complaints received from parents/guardians regarding Head Start employees will be forwarded to the Chair of the Personnel Committee or Chair of the Policy Council. The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policy 301: Media Relations

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: MEDIA RELATIONS
Policy No.: 301
History: New Policy
Page: 1 of 2
Date: Approved by NHA Board - 3/1/07

Purpose: The purpose of this media policy is to ensure that all senior management, support staff and volunteers understand the process to be followed when a request from the news media is received.

Policy Statement: It is the policy of the Neighborhood House Association (NHA) to provide the news media with prompt and accurate information. At various times throughout the year, the NHA receives requests from the news media. The following procedure delineates the individuals authorized to communicate with the media and represent NHA. This media policy also addresses the process to be followed when a media inquiry is received.

Spokespersons and release of information to the media-

The President and CEO, COO, and the Director of Community Affairs are the only spokespersons who officially can communicate with the media. No staff member is allowed to communicate with the media or provide any information, data, reports or memos. The release of any verbal or written information must be approved by the President and CEO, COO, or Director of Community Affairs. On special occasions, and under the direction of the President and CEO, the NHA Board of Director’s Chair may also serve as an official spokesperson.

Procedure – If the media contacts you:

1. Refer the caller to the Director of Community Affairs.

2. The Director of Community Affairs will assess the response to be provided at that time. In cases where a reporter wants to conduct a “soft” media story, the Community Affairs Officer will be authorized to coordinate interviews and filming at NHA site locations.

3. Should a media person require an interview, the Director of Community Affairs will direct all arrangements and provide “approved” talking points to the NHA representative (should it be another person other than the President and CEO).

4. Do not answer any questions that the reporter may have. Staff is not allowed to provide any comments “off the record”.

December 3, 2018
5. Do not put the media in contact with the Board of Directors Chair. Contact the Director of Community Affairs, who will talk to the media representative.

After hours media requests –

When a reporter or media representative calls after hours or on a weekend, with an urgent need for a statement by the President and CEO or the Board of Directors Chair, contact the Director of Community Affairs on his/her cellular phone. The Director of Community Affairs will contact the media representative and arrange for the President and CEO to respond with a statement. In cases where the President and CEO is not available, the Director of Community affairs will assess whether the COO or Director of Community Affairs should respond.

If the Director of Community Affairs is not available, contact the President and CEO directly at home or on his/her cellular phone; third person on the list to contact, should the above individuals not be available, is the COO. The President and CEO is the official spokesperson at all times, unless otherwise directed by him.

In the event that the President and CEO is not available, the Director of Community Affairs and/or the COO will serve as the spokesperson on behalf of NHA.

Any person who violates this policy will be subject to disciplinary action up to and including termination of employment.

**Guidelines:** The President and CEO is further directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations.
Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: TUITION REIMBURSEMENT
Policy No.: 503
History: New Policy
Page: 1 of 4
Date Approved: Approved by NHA Board of Directors – 4/3/2008

Purpose: This policy sets forth the process by which The Neighborhood House Association (NHA) will provide reimbursement for eligible employees who take approved educational courses. The goal of this policy is to improve the quality of employees’ work performance and to further motivate employees to enhance their job skills and knowledge.

Policy Statement: The Tuition Reimbursement program is designed to motive eligible employees to enroll in post-secondary level courses which are related to their job responsibilities. The program is subject to the availability of funds as appropriated by the Board of Directors through the annual budget process. Employees who are granted tuition reimbursement must remain with NHA for not less than 12 months after receiving a tuition payment. If the employee voluntarily resigns from NHA within 12 months, the employee agrees to repay the tuition reimbursement costs. The maximum amount for tuition reimbursement per calendar year is $1,000.

Procedures: The following procedures, as may be modified from time to time shall apply:

A. Eligible Employee: To be eligible for participation in the Tuition Reimbursement program an employee must meet the following criteria:

1. Must be a regular full time employee with not less than 24 months of employment with NHA, regardless of the type of work or educational background.

2. Must have satisfactory performance review(s) for the previous 24 months; is not currently involved in a disciplinary action, and has not had any disciplinary action taken against the employee in the past 18 months.

3. In the event the employee’s status changes during the time the employee is taking a course, any reimbursement will be based on the employee’s status at the time payment is scheduled to occur. For example, if an employee’s status changes from full time to part time (or vice versa), or if an employee’s status changes to an ineligible individual, the reimbursement will be made based on their status at the time payment is scheduled to be made. An employee may be reimbursed if the employee is included in a Reduction in Force.
B. Ineligible Employee: The following persons are not eligible to participate in the Tuition Reimbursement program:

1. Employees with less than 24 months of service with NHA;

2. Employees classified as part-time, temporary including on-call substitute and work agreement employees, and consultants;

3. An employee whose most recent Performance Review is less than satisfactory, who is currently involved in a disciplinary action or who has had a disciplinary action taken in the 18 months preceding the request for Tuition Reimbursement;

4. Any employee, or group of employees, designated in writing by NHA as ineligible to participate in the Program;

5. Any employee who resigns or is terminated (voluntarily or involuntarily) prior to completion of a course shall not receive tuition reimbursement for that course. An employee, if otherwise eligible, will not be disqualified for reimbursement in the event they are subject to a Reduction in Force.

C. Eligible Course(s): To be approved for the Tuition Reimbursement program, the course must meet the following criteria:

1. The course relates to the duties of a position currently held by the employee, or to a position to which the employee may reasonably be expected to advance within NHA as determined by the supervisor, Vice President, Vice President of Human Resources, Sr. Vice President, or President and CEO. Final approval rests with the President and CEO;

2. The course is designed to enhance the job effectiveness/performance of the employee;
Corporate Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: TUITION REIMBURSEMENT (Continued)
Policy No.: 503
History: New Policy
Page: 3 of 4
Date Approved: Approved by NHA Board of Directors – 4/3/2008

3. The course must be offered by an accredited junior college, college, university, or technical/trade school within the geographic region served by NHA, including courses offered on-line, which has an accreditation by one of the following agencies or its successor as amended or changed from time to time:

- Western Association of Schools and Colleges (WASC)
- Career College association (CCA)
- Distance Education & Training Council (DETC)
- California State Board of Education (California Education Code, division 10, Sections 94310A, 94310B, 94311C, or applicable sections as amended from time to time
- American Council on Education

4. The employee must provide documentation, to the reasonable satisfaction of NHA in its sole discretion, that they have received a final minimum grade of “C” (undergraduate) or “B” (graduate), or the equivalent, upon completion of the coursework in order to receive reimbursement.

5. The employee must have received signed approval, on the form designated by NHA, and file it with NHA prior to enrolling in the course(s).

D. Ineligible Course(s): Any course that commences while an employee is on disability or any other Leave of Absence is not eligible for reimbursement even if the employee returns to work prior to completion of the course.

E. Timing of Tuition Reimbursement: Tuition reimbursement payments, if any, will be made to the employee within thirty (30) days after submitting proof of successful completion of the coursework and other requirements of the program referenced herein, as may be changed from time to time.

1. A tuition reimbursement form must be submitted for each term the employee successfully completes an approved course. The form is submitted to the supervisor for approval of reimbursement and is then forwarded to the Vice President of Human Resources for payment;
2. Applications for reimbursement must be filed within 90 days from the completion of the course or before the end of the current fiscal year in order to be eligible for payment. Tuition reimbursement requests will not be accepted or processed until the course is completed and proof of successful completion is provided.

**Guidelines:** The President/CEO is authorized and directed to implement programs and administrative policies/procedures in compliance with this Corporate Policy and applicable laws and regulations. Accordingly, the President/CEO has delegated administration of this program to the Vice President of Human Resources, who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of the Tuition Reimbursement Program.
Purpose: The purpose of this policy is to: (i) establish guidelines for the collection and acceptance of donations and gifts including, but not limited to, restricted and unrestricted donations of cash, securities, goods, services or other property, whether bequeathed or otherwise contributed (hereinafter collectively referred to as “Gifts”), offered to The Neighborhood House Association (“NHA”); and (ii) increase donor support and confidence. The guidelines set forth below are designed to promote fiduciary responsibility, support existing NHA policies, as well as, comply with applicable laws and regulations.

Policy Statement: NHA welcomes Gifts which further the organization’s ability to pursue its mission: “Developing children, families, and future leaders of our communities through empowerment, education, and wellness from our house to yours.” Within these parameters, NHA reserves the right to reject any Gift that is not consistent with its mission, the source of which may be viewed as not in the best interest of NHA, or which NHA may not be adequately equipped at such time to manage or utilize.

To that end, it is NHA’s policy that the following protocols be observed with respect to all Gifts to NHA:

I. Key Objectives:
   • Collect all Gifts in a secure and responsible manner;
   • Establish NHA’s Fiscal Department as record-keeper for all collected or pledged Gifts;
   • Acknowledge and recognize the donor or non-acceptance of the Gift in a timely manner;
   • Inform donors of the intended use of donated resources;
   • Assure donors that their Gifts will be used for the purposes for which they were given;
   • Maintain confidentiality of donor information to the extent provided by law;
   • Inform donors whether those seeking donations are NHA volunteers/employees, or hired solicitors.

II. Acceptance Guidelines:
For potential Gifts of Ten Thousand Dollars ($10,000) or more in value, a Gift Acceptance Committee, comprised of the President/CEO, EVP/General Counsel, VP/CFO and the Director of Community Affairs, shall be convened to determine whether acceptance of the Gift would be in furtherance of NHA’s mission statement or other business interests. Potential Gifts of less than $10,000 in value shall be reviewed for acceptance by the Director of Community Affairs. The following considerations and guidelines shall apply to all Gifts:
A. **Unrestricted Gifts.** Unrestricted Gifts will be used for NHA’s general operating purposes.

B. **Restricted Gifts.** Restricted Gifts will be accepted for the designated purpose (i) upon approval by the President/CEO; and (ii) provided that the intended purpose is in accordance with existing NHA policy and mission.

C. **Corporate Solicitation Efforts.** NHA employees shall not personally solicit for Gifts or seek charitable donation opportunities on NHA’s behalf without prior approval from the Gift Acceptance Committee, President/CEO or Director of Community Affairs.

D. **Collection at Charitable Events.** All NHA sponsored charitable events shall be coordinated with the Community Affairs Department. The Community Affairs Department shall obtain approval from the President/CEO or Gift Acceptance Committee prior to authorizing solicitations to be made on behalf of NHA.

E. **Personal Property and Services.** Gifts of personal property or services shall be coordinated with NHA’s Fiscal Department.

F. **Securities.** Gifts of securities may be accepted as an unrestricted cash Gift. The conversion of such securities to cash will be at the discretion of the President/CEO.

G. **Reporting.** NHA’s Fiscal Department shall make quarterly reports to the Finance Committee.

**Guidelines:** The President/CEO has delegated administration of this policy to the Director of Community Affairs, who shall supervise the implementation of these guidelines by developing procedures.
Purpose: This directive is to provide a review process for in-range adjustment outside the annual merit cycle. An in-range adjustment is a change in an employee’s salary within the current salary range.

Policy: It is the policy of Neighborhood House Association to grant in-range salary adjustments to regular employees to recognize a job change (when the change is not significant enough to reclassify the position), establish equitable salary relationships, and/or respond to labor market conditions. All in-range adjustments will be awarded fairly and consistently for all employees.

Procedure: Employees may be granted in-range adjustments in the following circumstances:

1) In-Range Adjustment Criteria

   a) Job Change

      To compensate employees for changes in duties and responsibilities, as documented by position descriptions and work plans, where significant changes have occurred in duties and responsibilities which:

      i) Are at a higher level, but are not substantial enough to justify a higher grade through reclassification or a salary range revision; or

      ii) Are approximately the same level, but the changes increase the variety and scope of the duties and/or accountability of the employee. Additional duties typically recognized at a lower salary grade is not significantly lower than the current salary grade, and the additional duties clearly make the employee(s) more valuable to the organization.

      iii) If the change in duties and responsibilities exists only for a limited time period, the employee’s salary shall be reduced to the previous level when the additional duties and responsibilities are removed.

   b) Salary Equity:
To establish equity salary relationships among employees in related work units who are in the same classification or similar classifications performing the same level of work, and for appropriately differentiating the salaries of the employees in those related work units or classifications. Education, skill, related work experience, length of service, and performance level are all equity factors that should be considered. Salary relationships may be studied at individual or classification levels.

Related work units are those in which the salaries of employees are closely related to each other due to similarities in work. While a related work unit would typically be a department, work of employees in related classes across departments might be considered a related work unit for the purposes of equity analysis.

Typically, consideration is restricted to the salaries of the employees in the same class; however, adjustments may be considered when there is a salary relationship among employees at different levels in a class series, among employees in the same occupational group, or among employees in employee/supervisory relationships where it is important to maintain salary equity due to similarities in the work and job responsibilities.

A salary inequity is defined as a situation where employees:

i) Are relatively equal when considering the equity factors (listed above), but whose salaries differ by more than 10%; and

ii) Have approximately equal salaries but whose salaries should differ more than 10% when the equity factors are considered

c) Labor Market

To increase employees’ salaries in order to reduce turnover due to labor market or other conditions that may affect retention. Each of the following must be met:

i) The position duties are key to the accomplishment of the agency’s mission; and

ii) The knowledge, skills, and abilities required of an incumbent are clearly identified as difficult to recruit or the occupational group is acknowledged as having a critical labor shortage; and

iii) The use of established human resource policies/actions are not feasible alternatives to a special salary adjustment (promotion, position reclassification, salary range revision, or performance increase); and

iv) Other management alternatives are not feasible

2) In-Range Limits

The minimum increase under this directive is 2.5% per increase, not to exceed a maximum of a 10% increase for an employee in any consecutive 12 month period. Employees shall be granted an in-range salary adjustment based on duties and responsibilities that have not been recognized through a previous annual salary adjustment.

The increase for recruitment/retention conditions should be based on salary survey and labor market data. The average market salary from available data should be compared to the employee’s current salary to develop the requested percent increase to address the situation.
The amount of in-range salary adjustment requested to respond to a salary equity situation may be up to 10% and should be based on the extent of the particular inequity and maintaining equity within 10% of similarly situated employees in the same classification, department and/or related work unit.

The following limitations are applicable when determining the in-range adjustment:

a) No employee shall receive an in-range adjustment which will result in the employee’s salary being above the maximum of the current salary range.

b) No salary increase shall create significant salary inequities with other employees in the same classification, department or related work unit.

c) No employees shall be granted more than a 10% salary increase under this directive within a one year (12 month) period.

d) No employee shall receive an in-range adjustment for the additional duties which are already recognized in another position.

e) No employee shall be granted an in-range adjustment based on duties and responsibilities which have already been recognized through a previous salary increase. This includes salary increases given for reclassifications made prior to the adoption of this procedure, as well as prior in-range increases.

3) Initiating In-Range Adjustment Action

In-Range Adjustments may be submitted at any time and will be reviewed as received. The request may be initiated by management. Departmental personnel, in collaboration with the employee, will provide supporting documentation of each request using the “Request for In-Range Salary Adjustment” form, and submitting requests through appropriate administrative channels to Human Resources.

Approvals required:

a) Immediate Supervisor

b) Department Vice President

c) Finance Department

d) Human Resources Department

Guidelines: The President/CEO has delegated administration of this policy to the Human Resources Department who shall supervise its implementation, including all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Human Resources Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Criminal Record Check Policy and Procedures
Policy No.: HR-102
History: Last Revised – November 28, 2018
Page: 1 of 4
Date: Approved By: President/CEO – 11/27/12

Purpose: The Neighborhood House Association (“NHA”) requires a criminal record check for all employees, volunteers and other specified persons before they may come into contact with, or provide direct services to, children and/or vulnerable adults (“Dependent Program Participants”). Criminal convictions related to certain types of abuse, including child sexual abuse and other forms of child or elder abuse and neglect; and all convictions of violent felonies generally bar from employment for all positions responsible for the well-being of Dependent Program Participants.

Policy: It is the policy of NHA to perform a criminal record check on all individuals prior to commencing employment with NHA, or before providing volunteer or professional services to Dependent Program Participants. In addition, NHA requires all Delegate Agencies and other Head Start service providers to comply with the criminal record check requirements for all of their respective employees, volunteers and subcontractors. All criminal record checks will be conducted before an offer of employment is extended. In accordance with Title VII of the Civil Rights Act, any criminal record information will not be used as a basis for denying employment, unless it is determined to be job-related.

Procedures:

I. NHA Employees/Applicants: Prior to commencing employment and as a condition of employment with NHA, employees are subject to initial and periodic criminal record checks. NHA’s Human Resources Department may use one or more third parties to conduct such background and criminal records checks. It is the employee’s responsibility to notify NHA of any prior criminal arrests, convictions or pending charges related to certain types and other forms of abuse, including child sexual abuse and their disposition; and all convictions of violent felonies filed within 15 days of such action. Any adverse information obtained during this review may result in employee discipline up to and including termination of employment.
1. **Job Postings.** All vacancy announcements (including ads) for all positions including those that provide care and services to dependent program participants should contain the statement: “A conditional offer of employment will require the applicant to undergo and successfully pass a background/criminal records check in order to be cleared for employment.”

2. **Review of Criminal Record and Background Check Information.** For NHA employees, only the Human Resources Department personnel are authorized to initiate criminal record and background checks. If the background check information discloses a pending charge or conviction for a felony or misdemeanor, the Human Resources Department will consult with NHA’s Legal Department to reach a final determination on a hiring decision. Employees assigned to a licensed child day care center shall provide and maintain a LiveScan fingerprint clearance through Community Care Licensing for the duration of their employment.

3. **Automatic Notification of Subsequent Arrests.** In addition to the requirements set forth herein, all employees assigned to work in the Head Start program, or at a San Diego County funded program must undergo a criminal record and background check that provides for automatic notification of any subsequent arrest or conviction of certain violent felonies and other criminal arrests, convictions or pending charges related to certain types of abuse, including child sexual abuse; and other forms of child or elder abuse and neglect NHA currently uses two vendors: (i) LiveScan uses a fingerprint and checks various state and federal U.S. Department of Justice databases; and (ii) ScreeningOne searches state and federal databases. Both criminal record check vendors provide automatic notification of subsequent arrests or convictions.

II. **Volunteers and Contractors.** For volunteers, third party staffing resources, and independent contractors, the Human Resources Department shall determine which type of criminal record and background check should be obtained from persons who provide services to Dependent Program Participants, based on the number of hours that the volunteer serves or the extent of the volunteer’s or contractor’s services. If the background check information discloses a pending charge or conviction for a felony or misdemeanor, the Human Resources Department will consult with NHA’s Legal Department to reach a final determination. The records will be securely maintained throughout the term of the volunteer or contractor’s assignment in accordance with NHA’s Record Retention Policy.

III. **Delegate Agencies:** Delegate Agencies that provide Head Start services shall comply with criminal record clearance requirements set forth in Section 648A(g)(3) of the Head Start Act; 45 CFR § 1302.90(b); and applicable California Community Care Licensing regulations.
IV. **School Districts:** School Districts that provide Head Start services shall comply with the criminal records clearance requirements set forth in the California Education Code and provide an annual statement signed by a School District Official which includes:

1. Reference to the California Education Code regulation that mandates criminal background clearance, TB clearance, and Health Screen must be obtained before employment commences; however, copies of such and verifications cannot be kept in the employee’s personnel file.

2. The criminal record clearance number for each person paid with Head Start funds.

3. The date of criminal record clearance as reflected in database and verified by school official for each person paid with Head Start funds.

4. The date of hire provided for all persons paid with Head Start funds.

V. **Family Child Care:** Family Child Care providers of Head Start services shall comply with criminal record check clearance requirements by providing and maintaining a LiveScan fingerprint clearance through Community Care Licensing for the duration of the services, and other evidence per contractual agreement.

VI. **Recordkeeping and Confidentiality.** All records gathered as a result of a criminal records and background check shall remain confidential except on a need-to-know basis. The records must reflect the: (i) date of criminal records check clearance; and (ii) date of hire. The records will be securely maintained throughout the term of employment or service in accordance with NHA’s Record Retention Policy.

**Guidelines:** The President/CEO has delegated administration of this policy to the Associate Vice President of Human Resources who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.

**Resources:** California Health and Safety Code 1596.871  
Head Start Program Performance Standards 45 CFR 1302.90(b)  
Head Start Act 648(A)(g)  
California Government Code §12952
HR Policy 103: Employee Rehire Policy

Human Resources Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Employee Rehire Policy
Policy No.: HR-103
History: New Policy
Page: 1 of 1
Date: Approved By: President/CEO – 08/4/10

Purpose: This policy is to provide uniform guidelines to determine whether an employee is eligible for rehire upon termination of employment from Neighborhood House Association.

Policy: It is the policy of Neighborhood House Association to determine if an employee, who is terminating employment, voluntarily or involuntarily, is eligible for rehire and if any conditions apply during the rehire eligibility process.

Procedure: The determination of eligibility for rehire will be made at the time of separation based on the Appointed Authority’s recommendation and approval of the VP of Human Resources. Only the VP of Human Resources (after consulting with the Appointed Authority) may waive the ineligibility of a former employee. Employees terminated for the following reasons will be ineligible for rehire.

Ineligible for Rehire Classifications
Breach of Confidentiality
Failure of a test for Controlled (Ineligible for 5 Years)
Substances
Falsification Documents/Application
Misuse of Property
Unlawful Harassment
Workplace Violence
Zero Tolerance Violation
Felony/Misdemeanor Conviction

Employees terminated from NHA for any reason other than those listed above, will be considered for rehire on a case-by-case basis.

Prior Service Credit: If an employee is terminated then rehired by the Agency within 12 months of the date of termination, the employee shall be credited with the length of service that he or she had as of the date of termination.

Guidelines: The President/CEO has delegated administration of this policy to the VP, Human Resources who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Purpose: This Policy sets forth the process for granting Neighborhood House Association (NHA) employees a Leave of Absence. NHA allows leaves of absence with or without pay as required by law. Except where otherwise required by law, NHA shall have complete discretion in making decisions on granting leaves of absence based on the needs of NHA’s programs.

Policy: It is the policy of NHA to grant leaves of absence in compliance with applicable law and to maintain consistency among NHA facilities in providing leave to eligible employees under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL) and California Paid Family Leave (PFL).

1. FMLA/CFRA Eligibility
   An employee must meet the following requirements:
   
   a) Have worked 1250 hours in the consecutive 12 months immediately preceding the leave
   
   b) Have at least 12 months of service at NHA

2. FMLA/CFRA/PDL Entitlements
   a) Twelve (12) weeks of unpaid FMLA/CFRA leave in a 12-month period; four (4) months unpaid leave for PDL. Leave under the FMLA and the CFRA runs concurrently, with one exception: Pregnancy Disability Leave (PDL) is concurrent with FMLA leave, but not with CFRA leave. Total aggregate leave under FMLA, PDL and CFRA cannot exceed seven (7) months
   
   b) Continuation of group health benefits during FMLA/CFRA/PDL leave
   
   c) Restoration to the same or an equivalent job upon return to work
   
   d) Retention of accrued benefits
   
   e) Protection from discrimination as a result of taking FMLA/CFRA/PDL leave
   
   f) Protection from having absences counted against them under attendance policy
3. **Leaves qualifying for FMLA:**

   a) Employee’s own serious health condition requiring time off beyond 72 hours.

   b) Birth and care of a newborn or placement of an adopted or foster child.

   c) Care for the employee’s spouse, registered domestic partner, child, individuals *in loco parentis*, or parent who has a serious health condition.

   d) On an intermittent basis or reduced schedule when it is medically necessary for an employee’s own serious health condition, the serious health condition of a spouse, registered domestic partner, child, individuals *in loco parentis*, or parent.

   e) To care for a covered service member with a serious illness or injury that may have been incurred in the line of duty on active duty in the Armed Forces, or may have existed prior to the beginning of the service member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

   f) To use for “any qualifying exigency” involving a covered family member who is also a member of the military and is either on active duty or called to active duty and deployed to a foreign country.

4. **Personal Leave**

   a) Requests for unpaid personal leave of absence must be directed to the Human Resources Department. The President/CEO or his or her designee shall have the discretion to grant or deny a personal leave of absence extension beyond six (6) months.

   b) Personal leaves of absence are not job protected.

**Procedure:** The following procedures, as may be modified from time to time, shall apply:

1. Employees must provide a written request to NHA Benefits Office at least 30 days in advance of need for leave, if known. In the event of an emergency, or when the need for leave is not foreseeable, notice must be given to the Benefits Office within seven (7) business days of learning of the need for leave.

2. Employees must provide the Benefits Office with medical certification by a certified health care provider if the leave is for their own serious health condition; to provide care for the serious health condition of a child, spouse, registered domestic partner or parent; or if the leave is for maternity. The certification must include:

   a) The date on which the employee became disabled;

   b) The probable duration of the period(s) of disability;

   c) A statement from the healthcare provider indicating that the employee is (i) unable to perform one or more of the essential functions of the position, (ii) needs leave on an intermittent or reduced schedule basis, or (iii) is required to assist in the daily living of a family member due to the serious health condition of that family member.
3. Medical certification shall be provided, where possible, in advance of the leave, but not later than fifteen (15) calendar days after the leave commences.

4. If no certification is provided with the initial request, then the medical leave is preliminarily designated in writing within five (5) business days as a possibly qualifying leave until certification is received. Upon receipt of medical certification, a leave approval/denial letter is submitted to the Human Resources Benefits Manager for final review and signature within forty-eight (48) hours. Departments will be notified of HR’s final decision within one (1) business day of approval or denial of leave.

5. If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit recertification from the health care provider prior to the original leave expiration date.

6. NHA requires written medical verification by a health care provider of an employee’s ability to return to the original job duties at the end of a medical leave. This certification must be provided to the Benefits Office and to the supervisor no later than two (2) business days prior to the date of return.

7. Failure to return to work upon expiration of an approved leave will be considered a voluntary resignation. In the event of a voluntary resignation the employee may have to reimburse NHA for the cost of providing benefits during the leave.

8. Leaves of absence are unpaid, except where the employee chooses to use accrued sick leave or vacation time.

9. To the extent permitted by applicable law, NHA may require the employee to use accrued sick leave or accrued vacation for any unpaid leave of absence. NHA does integrate accrued sick leave with SDI or PFL payments.

10. Final approval for leaves of absence shall be delegated to the Human Resources Benefits Manager.

**Paid Family Leave (PFL):**

Paid Family Leave provides benefits to individuals who need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner. Benefits are also available to new parents who need time to bond with a new child entering their life either by birth, adoption, or foster care placement. PFL leaves of absence are not job protected. PFL only provides monetary benefits; however, your job may be protected through other laws, such as the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

You can obtain a paper Claim for Paid Family Leave (PFL) Benefits (DE 2501F) form a few different ways:

a) Visit Online Forms and Publications and order a form online. A form will be mailed to you

b) Obtain the form from your physician/practitioner or employer
c) Visit an SDI Office

d) Call 1-877-238-4373

**Record Keeping and Confidentiality:**

The Human Resources Department shall keep all records gathered as a result of a request for leave confidential except upon determination of a need-to-know. The records will be securely maintained and retained for a period of seven (7) years after the end of the leave period.

**Guidelines:** The President/CEO has delegated administration of this policy to the Human Resources Benefits Manager who shall supervise the implementation of these procedures, including implementation of all necessary forms for policy administration. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination.
HR Policy 106: Performance Evaluations – Merit Incentive

Human Resources Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Performance Evaluations – Merit Incentive
Policy No.: HR-106
History: Last Review – 05/9/18
Page: 1 of 3
Date: Approved NHA’s President/CEO – July 1, 2016; Policy Council Exec Cmtee. – May 9, 2018

Purpose: The Human Resources (HR) Department is responsible for managing the performance evaluation process for Neighborhood House Association (NHA) and provides support to all personnel to provide timely and effective performance evaluations.

Policy: It is the policy of NHA to provide each employee with an annual performance evaluation. An initial performance evaluation is due after completion of the introduction period. Subsequent performance evaluations will be completed during the month of April of each fiscal year. This policy does not apply to Social Services Programs, which are governed by Policy 106A.

Procedure: NHA uses salary ranges with minimums, midpoints and maximums. This allows greater flexibility to reward top performing employees by assigning a percentage increase which will be applied to their base salary. Those who are currently at the maximum (former step 9) of their ranges will also have an opportunity to earn lump sum merit payments based upon positive performance evaluations.

Performance Evaluation Point System.
The performance appraisal tool will be points-based, and for classroom or center-based staff, will include a supplemental form which outlines the competencies in the objectives upon which the employee is to be rated. The categories will be weighted according to their significance in meeting the essential functions of one’s position, up to a maximum of 150 points. Merit percentages are in 1 percent increments. Evaluation ratings and merit are as follows:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Minimum Range</th>
<th>Maximum Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
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<td>150</td>
</tr>
<tr>
<td>Excellent</td>
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<td>124</td>
</tr>
<tr>
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<td>106</td>
</tr>
<tr>
<td>Consistently Meets (-)</td>
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<td>84</td>
</tr>
<tr>
<td>Needs Improvement</td>
<td>51</td>
<td>80</td>
</tr>
<tr>
<td>Does Not Meet</td>
<td>0</td>
<td>50</td>
</tr>
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</table>
ABRA alerts will be sent to immediate supervisors listing the names of employees who are due performance evaluations. These alerts will be sent 30 days before and 15 days before the annual review due date of the respective employee(s).

**Performance Evaluation Cycle**

The direct supervisor will log into the NHA workflow and complete the performance evaluation for respective employee. The direct supervisor will then forward the completed evaluation to the next level manager in the chain of command for review and final approval.

The next level manager will approve or disapprove the evaluation as submitted. If the evaluation is approved the next level manager will electronically sign and return the evaluation to the direct supervisor. If the next level manager does not approve the evaluation the evaluation will be returned to the direct supervisor with comments. The direct supervisor will make revisions as appropriate and obtain final approval.

The direct supervisor will print a copy of the evaluation and present it to the employee for review after receipt of approval from the next level supervisor. The direct supervisor and employee will meet to discuss the ratings on the performance evaluation. At the conclusion of the meeting the direct supervisor will sign into the NHA workflow and electronically sign and forward the performance evaluation to the employee. The employee will have five (5) business days to submit the appraisal to the NHA workflow and electronically sign, comment then forward the evaluation to HR for processing. Supervisors will be held accountable for completing employees’ performance evaluations in a timely manner.

Employees who do not submit their performance evaluation within five (5) days of receipt will not receive retroactive merit-incentive pay. The merit pay will commence upon completion of all required submittals. Employees on an approved leave or approved absence from work, will be eligible for retroactive merit-incentive pay.

**Processing Merit Incentive**

NHA will evaluate at the beginning of each fiscal year the availability of funds to grant annual merit increases. Should NHA be unable to fund merit increases in any given year, notification to all staff will be sent accordingly. If NHA determines there are funds available to grant merit increases for the given year, the following will apply:

Employees receiving an overall rating of Consistently Meets or better are eligible to receive an annual merit increase and or lump sum payment.

<table>
<thead>
<tr>
<th>Points Awarded</th>
<th>0-84</th>
<th>85-100</th>
<th>101-124</th>
<th>125-150</th>
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<tbody>
<tr>
<td>Recommended Merit Award*</td>
<td>0.0%</td>
<td>1.0%</td>
<td>2.0%</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

*To change annually as determined by NHA management, and subject to availability of funds.
Pending NHA’s approval to grant merit increases for the fiscal year HR will:

- Determine an employees’ eligibility for a merit increase
- Process the increase with an effective date of the employees’ scheduled review date
- Forward paperwork to Payroll for processing. The merit pay will be effective and processed the first pay period in June of each year.

Late Evaluations

Any employee that receives a late performance evaluation, through no fault of the employee, will be eligible to receive retroactive merit-incentive pay. An employee’s late response to a performance evaluation arising from being on an approved leave or approved absence from work, will be eligible to receive retroactive merit-incentive pay.

Guidelines: The President/CEO has delegated administration of this policy to the Director, Human Resources who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Purpose: The Human Resources (“HR”) Department is responsible for managing the compensation process for the Agency which includes applicable bilingual pay for qualified employees.

Policy: It is the policy of Neighborhood House Association (“NHA”), to provide additional compensation to employees with bilingual skills. Employees will be selected to receive bilingual compensation at the discretion of NHA and its service delivery needs. NHA shall establish and maintain a Bilingual Compensation Eligibility List (BCEL) agency-wide, which will serve the needs of both Head Start and Social Service Programs.

Bilingual compensation may be given to an employee who works in a service delivery area where Employer determines bilingual skills are necessary. Bilingual designated employees must be able to read, write, speak and interpret any other language communication to English and read, write, speak and interpret English communication to another language.

Recipients of bilingual pay are required to effectively provide bilingual translation to administer services to NHA clients, children and families during meetings, and as needed for NHA documents. The employee must possess the requisite skills required based on standards established by NHA which includes passing a certification exam by an NHA approved vendor.

Procedure: There shall be two categories of bilingual-designated staff: 1) those who utilize bilingual skills for at least 50% of their workday and 2) those who use bilingual skills occasionally. For those in the first category, subject to VP approval and/or as noted in the job description, a 2.5% premium shall be added to the employee’s base salary. For those in the latter category, an hourly stipend shall be issued on dates matching the bi-weekly pay period schedule.
Hiring authorities within NHA will submit a Personnel Action Approval Form ("PAAF") to the Vice President of their respective area or department, requesting that either an employee be certified to receive bilingual pay in his/her base salary, or be certified to be placed on the BCEL.

Upon receipt of approval from the Vice President, the hiring authority will submit the PAAF to NHA’s Fiscal Department for approval and verification that the additional pay will not negatively impact the program budget. A Bilingual Stipend Form must be signed by the requesting supervisor and the bilingual employee verifying the hours of service before payment will be issued.

Please Note: Employees receiving bilingual compensation must be available upon request, to read, write, speak and interpret communications of the specified bilingual language from that language to English and/or from English to the specified language for which the employee is receiving bilingual compensation. Failure to effectively administer bilingual translation by a recipient of bilingual compensation may, at the discretion of the supervisor and Vice President, result in the removal of the employee’s bilingual compensation. There shall be no additional pay for verbal conversation only, conducted at the Head Start site level, which does not include translation. Additionally, employees who receive a “Needs Improvement” or a “Does not Meet” overall rating on a performance evaluation, or who are placed on disciplinary action, or on a Performance Improvement Plan (PIP), will be subject to temporary removal from the Bilingual Compensation Eligibility List.

Employees on the Bilingual Compensation Eligibility List shall receive a stipend of $25 per hour for full or partial hours of providing this service.

**Guidelines:** The President/CEO has delegated administration of this policy to the Senior Director, Human Resources, who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Purpose: The Human Resources ("HR") Department is responsible for managing the compensation process for Neighborhood House Association ("NHA") which includes applicable lead compensation for qualified employees.

Policy: It is the policy of NHA, at its’ discretion, to provide additional compensation to employees that have taken on additional duties that warrant an increase in pay.

Procedure: To fairly compensate an employee due to the additional duties that have been assigned, HR will work with the supervisor to develop an updated job description to include these new duties. The supervisor will establish the pay range deemed appropriate for the new job classification and HR will research to determine that the new salary range is commensurate with market rate.

Once an appropriate new salary range is determined the supervisor will submit a Personnel Action Approval Form ("PAAF") to the Vice President of their respective area or department and request that the current employee be reclassified and given new compensation based on the revised job description developed by the supervisor and HR.

Upon receipt of approval from the Vice President, the hiring authority will submit the PAAF to Fiscal for approval and verification that the additional pay will not negatively impact the program budget.

Processing Lead Compensation

Upon receipt of the approved PAAF, HR will adjust the employee’s salary based on the new classification range established.

Guidelines: The President/CEO has delegated administration of this policy to the VP, Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Purpose: The Human Resources (HR) Department is responsible for managing the promotion process for Neighborhood House Association ("NHA") to ensure fair and consistent treatment of all employees selected for promotion.

Policy: It is the policy of NHA, to provide opportunities for current employees to advance in their career during the tenure of their employment with NHA. This may be accomplished by promoting to other classifications within NHA that are designated with a higher pay range. Employees selected for promotion will receive appropriate compensation in accordance with the new salary range for which they have been promoted to.

A promotion is defined as a reassignment of an individual to a job of a higher classification. Ordinarily, the job will involve a marked increase in the complexity of duties and additional responsibilities. A promotion shall result in an assignment of a new job classification, a higher pay grade and increase in pay.

To be eligible for a promotion employees must meet the requirements of the new job classification, have held their current position for at least six months, received a rating of at least Consistently Meets on their most recent Performance Evaluation and must not have any pending or recent disciplinary actions.

Procedure: Hiring authorities within NHA will post the open position and internal employees that are eligible to apply and meet the minimum qualifications of the open position will be considered. If chosen for interview and selected for the position the hiring authority will submit a Personnel Action Approval Form (“PAAF”) to the Vice President of their respective area and request that the current employee be promoted to the vacant position. (Head Start employees chosen for promotion will be presented to Policy Council for approval before a formal offer to promote is made).

Upon receipt of approval from the Vice President, the hiring authority will submit the PAAF to NHA’s Fiscal Department for approval and verification that the promotion will not negatively impact the program budget.

Processing Promotions

Upon receipt of the PAAF, HR will update the classification of the employee and adjust the employee’s salary accordingly. Employees chosen for promotion will receive a pay adjustment at a rate determined by the supervisor. Employees chosen for promotion will

receive a pay rate increase that will place them, at a minimum, on step 1 of the classification range for which they are being promoted.

Employees will receive written notice of the promotion which will indicate the adjustment in pay, classification and the effective date of the changes.

**Guidelines:** The President/CEO has delegated administration of this policy to the VP, Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy.
Purpose: The Human Resources (HR) Department is responsible for managing the demotion process for Neighborhood House Association (NHA).

Policy: Neighborhood House Association (NHA), at its discretion, may choose to demote an employee to a lower job classification, or at the employee’s request, allow an employee to demote to a lower job classification. Demotions occur when an employee is moved from a higher classification and pay range to a lower classification and pay range and may be voluntary or involuntary.

An involuntary demotion is defined as an employee reassignment to a lower classification due to poor job performance, inability to meet the minimum qualifications of the job or the inability to perform the minimum qualifications of the job due to physical restrictions.

A voluntary demotion is defined as an employee’s request to demote to a lower classification.

Procedure: The supervisor of the employee will submit a Personnel Action Approval Form (PAAF) to the Vice President of the respective area and request that the employee be demoted to the lower classification.

In the case of an involuntary demotion the supervisor must provide supporting documentation to justify the request for demotion.

In the case of a voluntary demotion the supervisor must submit a written request for demotion from the employee.

Upon receipt of approval from the Vice President, the supervisor will submit the PAAF to NHA’s Fiscal Department for final approval.

Processing Demotions

Upon receipt of the PAAF, HR will update the classification of the employee and adjust the employee’s salary accordingly. Employees demoting voluntarily or involuntarily will be placed on the range of the lower classification, at a salary determined by the supervisor. If the employee’s current salary rate is higher than step 9 of the lower range, the employee’s salary will be adjusted to a maximum of step 9 of the lower range.
Employees will receive 30 days written notice of the adjustment in pay and classification before the changes become effective.

**Guidelines:** The President/CEO has delegated administration of this policy to the VP, Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy.
HR Policy 111: Community Care Licensing Certification and Clearances

Human Resources Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Community Care Licensing Certification and Clearances
Policy No.: HR-111
History: Last Revision – November 28, 2018
Page: 1 of 2
Date: Approved by President/CEO – March 26, 2012

Purpose: The Human Resources (HR) Department in conjunction with the Director, Facilities and Support Services, is responsible for ensuring that all current Head Start staff are appropriately cleared through Community Care Licensing (CCL) and ensuring that each Head Start staff is associated with NHA’s Barbara Y. Fielding (BYF), (41st Street) Head Start Site.

Policy: It is the policy of NHA to secure appropriate CCL clearances for all Head Start staff working with children that participate in the Head Start program before staff is hired and throughout the staff’s tenure with NHA.

Procedure: The Director, Facilities and Support Services will update Human Resources of any changes to clearance status and/or association that are received from Community Care Licensing. This will be accomplished by the Director, Facilities and Support Services providing HR an updated CCL roster on a monthly basis. HR will then review the roster and compare to the current active Head Start employee listing to ensure that all current staff are cleared, active and associated with BYF. HR will respond accordingly to update the HR Database with the new information or to contact affected staff to ensure that clearances are reestablished, and/or to remove affected staff from the Head Start site until clearances can be reestablished and confirmed.

Processing New or Rehired Staff

Before a formal offer of employment is made to new or rehired applicants, HR will contact CCL to determine if the applicant currently has a CCL clearance through Child Abuse Index, Department of Justice and Federal Bureau of Investigation’s databases. If an applicant currently has a clearance in all three areas, HR will verify the dates that the applicant received clearances in each respective area and will document that information on the applicant’s New Employee cover sheet along with the records clearance number and name of the CCL representative providing the information. For rehires, HR will then fax a request for clearance transfer (form LIC 9182) to CCL at 619-767-2203 to ensure the applicant’s fingerprints are associated to NHA’s BYF Head Start site.

Review of Head Start Individual Site Rosters

The Director, Facilities and Support Services will receive on occasion a report from CCL that lists staff that are working at a specific NHA site. Upon receipt of these reports the Director, Facilities and Support Services will forward this list to the HR Manager for
review to determine if the staff listed are current active employees of NHA. Upon review and updating of the report, the HR Manager will return the list to the Director, Facilities and Support Services who will inform CCL of the employment status of said employees.

**Use of Outside Agency Substitutes**

In the event an NHA substitute is not available for coverage, Head Start has established an approval protocol to use substitutes from an outside staffing agency. If the site is assigned a substitute teacher from an outside agency, the Site Supervisor, or designee shall review the substitute’s travel file and fax over the request for fingerprint transfer (form LIC 9182) to CCL at 619-767-2203 immediately. The travel file will include copies of:

- A current, valid license/identification card issued by the State of California.
- CCL Form 9182 “Criminal Background Clearance Transfer Request”
- CCL Form 508 “Criminal Record Statement”
- CCL Form 9108 “Statement Acknowledging Requirement to Report Child Abuse”
- CCL Form 501 “Personnel Record”
- CCL Form 503 “Health Screening Report.” Health screening and TB test dates should be not more than two (2) years prior to placement at NHA.
- Immunization records for pertussis, measles, and influenza (or waiver for influenza) per California Health and Safety Code Sections 1596.7995 and 1597.055, relating to immunizations for employees and volunteers at day care facilities.
- A current CPR certification.
- Teacher’s permit (if applicable).
- The substitute’s resume or employment record with transcripts.

**Guidelines:** The President/CEO has delegated administration of this policy to the Associate Vice President, Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy.

**Resources:**

California Title 22 Regulations, Section 101217
California Health and Safety Code 1596.7995 and 1597.055
HR Policy 112: Reasonable Accommodation for Individuals with Disabilities

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Reasonable Accommodation for Individuals with Disabilities
Policy No.: HR-112
History: Last Revised May 2, 2016
Page: 1 of 3
Date: Approved by President/CEO – March 16, 2012

Purpose: This policy reaffirms Neighborhood House Association’s (NHA) commitment to providing equal employment opportunities to all qualified individuals as set forth in Corporate Policy 102. This policy also confirms procedures that NHA’s Human Resources (HR) Department has established for handling requests for reasonable accommodation under the Americans with Disabilities Act (ADA), and ensuring that NHA fully complies with the requirements of the Rehabilitation Act of 1973.

Policy: NHA is an equal opportunity employer and is committed to providing reasonable accommodations to all qualified employees and applicants for employment to ensure that individuals with disabilities enjoy equal access to all employment opportunities, unless such requested accommodations would cause undue hardship to NHA.

Procedure: A reasonable accommodation is any change in the workplace or the way things are customarily done that provides an equal opportunity to an individual with a disability to meet essential performance standards of the job. This does not include removal of an essential job function or personal use items.

Common types of accommodations include:
- Modifying work schedules
- Granting leave/time off work
- Job restructuring, altering how or when job duties are performed
- Modifying the work environment, moving office space
- Providing assistive technology or specially designed furniture

The HR Benefits Department has been designated to oversee and manage NHA’s reasonable accommodation program. All requests for reasonable accommodation are to be submitted to the HR Benefits Department. Upon receipt of the request for accommodation from the employee or supervisor, the HR Benefits Department assigned designee (and/or other HR representatives) will work with the employee/applicant, supervisor and management to determine if an appropriate accommodation can be provided, and will facilitate an interactive discussion within five (5) business days.
As part of the reasonable accommodation interactive process, the HR Benefits Department assigned designee will obtain and evaluate documentation supporting an accommodation request (such as medical certification demonstrating that the requestor is an individual with a disability as defined by the ADA).

Once the Parties (employee, supervisor(s) and HR representatives) have met, evaluated the medical certification and conducted the interactive conversation, the employee will receive a letter within 10 business days documenting the agreed upon accommodations which he/she must sign to acknowledge. All approved accommodations will be reviewed and re-evaluated for effectiveness at periodic intervals, not to exceed 90 calendar days.

In the event that NHA is unable to provide the requested accommodation, NHA will notify the employee and may place him/her on a leave of absence as an accommodation.

**Requesting Reasonable Accommodation**

An applicant or employee must inform NHA that they need a modification concerning some aspect of the application process, current job duties, workplace conditions or a benefit of employment for a reason related to a medical condition. An applicant or employee may request a reasonable accommodation at any time, in writing by contacting the HR Benefits Department.

If an employee makes a reasonable accommodation request to someone other than the HR Benefits Department, such as a supervisor, Area Director, or manager, these supervisors/managers should forward the request to the HR Benefits Department within two (2) business days. **The reasonable accommodation process begins as soon as an oral or written request for accommodation is made to any manager in an employee’s chain of command, so it is imperative that the request be forwarded to the HR Benefits Department within the two (2) business day timeframe.**

**The Interactive Process**

After a request for accommodation has been made, the next step is for the parties to begin the interactive process to determine what, if any, accommodation should or could be provided to enable the employee to fulfill the essential functions of his/her job.

During the Interactive Process, the following shall take place:

- Review medical documentation or accommodation request from the employee;
- Analyze job duties outlined in the job description and review essential functions;
- Consult with employee regarding precise limitations of disability, and how limitations might be overcome with an accommodation;
- The Parties identify potential accommodation options to allow performance of
essential job functions;

• The Parties select the most appropriate reasonable accommodation, and/or consider alternative requests if applicable.

Requests for Medical Information

If a requestor’s disability and/or need for accommodation are not obvious or already documented in writing, NHA is entitled to ask for and receive medical information showing that the requestor has a covered disability that requires accommodation. It is the responsibility of the applicant/employee to provide appropriate medical information requested by NHA where the disability and/or need for accommodation are not obvious or already documented in writing. NHA may require independent and ongoing medical examinations to confirm the disability and functional limitations.

Confidentiality Requirements

Under the ADA and Rehabilitation Act, medical information obtained in connection with the reasonable accommodation process must be kept confidential. The HR Benefits Department will ensure that medical information obtained in connection with the reasonable accommodation process is kept confidential and maintained in separate files away from the individual’s personnel file. The HR Benefits Department or other HR representative may share certain information with an employee’s supervisor and other management as necessary to make an appropriate determination on a request.

Guidelines: The President/CEO has delegated administration of this policy to the Associate Vice President of Human Resources who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Human Resources Policies

NEIGHBORHOOD HOUSE ASSOCIATION
CORPORATE POLICY

Subject: Health Screen, Tuberculosis (TB) Clearance, Immunization and Certifications
Policy No.: HR-113
History: Last Revision April 14, 2016
Page: 1 of 3
Date: Approved by President/CEO – (December 3, 2012)

Purpose: To ensure that a safe and healthy environment is maintained, and to comply with local, state, and federal licensing mandates on staff qualifications, the Neighborhood House Association (NHA) requires that all staff, volunteers and interns who provide direct services to children and/or vulnerable adults (Dependent Program Participants) must undergo an initial health screen that includes clearance for tuberculosis to certify that they do not pose a significant risk to the health or safety of others in NHA’s Dependent Programs, which includes Early Head Start and Head Start sites in accordance with Head Start Program Performance Standard 1302.93(a), and California Title 22 Regulations Section 101216(g). Additionally, in positions requiring licenses, credentials, or certifications, NHA is obligated to maintain and track valid documents, and to remove individuals who fail to comply from the worksite.

Effective September 1, 2016 the California Health and Safety Code requires individuals working, volunteering, or completing academic internships in day care centers or family day care homes must also be immunized against influenza pertussis, and measles, or submit a written exemption. 1

Policy: It is the policy of NHA to require an Initial Health Screen (including TB clearance), for all individuals prior to commencing employment with or providing volunteer or intern services to NHA at licensed child or adult care facilities. Such evidence or proof must be provided to NHA’s HR Department not later than the first day of direct services. After the initial Health Screen and TB clearance, NHA requires evidence of current Health Screen (including TB clearance) at least every four (4) years. In addition, each employee, volunteer, or intern working at day care centers must receive influenza vaccination annually, before the start of classroom instruction, unless an exemption is on file. Beginning September 1, 2016, NHA will maintain documentation of the required immunizations, or exemptions from immunizations, in the employee, volunteer, or intern’s personnel record, as applicable.

1 Health and Safety Code §1596.7995 exemption criteria: A person is exempt from the requirements of this section only under any of the following circumstances:
   (1) The person submits a written statement from a licensed physician declaring that because of the person’s physical condition or medical circumstances, immunization is not safe.
   (2) The person submits a written statement from a licensed physician providing that the person has evidence of current immunity to the diseases described in subdivision (a).
   (3) The person submits a written declaration that he or she has declined the influenza vaccination. This exemption applies only to the
Procedures:

I. NHA Employees/Applicants: Prior to commencing employment, all staff who provide services to children and/or vulnerable adults (“Dependent Program Participants”) must undergo an initial health screen that includes screening for tuberculosis to ensure that they do not pose a significant risk to the health or safety of others.

1. Job Postings. All vacancy announcements for positions that provide care and services to Dependent Program Participants shall list all required licenses or certifications which are required prior to commencement of employment.

2. Health Screen (including TB clearance) Renewal - Every Four Years. Employees assigned to a licensed child or adult day care facility shall provide evidence of Health Screen (including TB clearance) every four (4) years for the duration of their employment. The HR Department will record current health screen (including TB clearance) information in the HR database which indicates the date of the screening/clearance and the expiration of the screening/clearance. The HR Department will keep the initial TB clearance (from the time of initial hire) and the most current TB clearance in the employee’s personnel file.

3. Periodic Alerts of Expiration Dates. An alert is sent via e-mail to the employee, employee’s supervisor and appropriate HR staff 30, 15 and five (5) days before the next expiration date of the health screen, TB clearance, immunization/vaccine, or other required license or certificate. Alerts will continue weekly until the employee submits the required clearance documents to HR. Upon HR’s receipt of the documentation, the updated expiration date is entered to the database.

4. Removal from Worksite. Upon expiration of a health screen (including TB clearance), immunization/vaccine, or other required license or certificate, the appropriate supervisor will be notified in the event the employee or volunteer must be removed and/or barred from the site until the required documentation and clearance is received by the HR Department.

II. Volunteers, Interns, and Third Party Contractors. The HR Department will ensure that Initial Health Screen (including TB clearance) and immunizations/vaccines are on file for volunteers, interns, temporary staff from third party agencies, and independent contractors who provide services to Dependent Program Participants.

III. Delegate Agencies: Delegate Agencies that provide Head Start services shall comply with Head Start Program Performance Standard 1302.93(a); and any other applicable California Community Care Licensing regulations and state laws.

IV. School Districts: School Districts that provide Head Start services shall comply with the Health clearance requirements set forth in the California Education Code and provide an annual statement signed by a School District Official which includes:

1. Reference to the California Education Code regulation that mandates Health Screen (including TB clearance) must be obtained before employment
commences; however, copies of such and verifications cannot be kept in the employee’s personnel file.

2. The date of hire provided for all persons paid with Head Start funds.

V. **Family Child Care:** Family Child Care providers of Head Start services shall comply with Head Start Program Performance Standard 1302.93(a) and applicable California Community Care Licensing regulations for the duration of the contractual agreement.

VI. **Record Keeping and Confidentiality.** All records gathered as a result of a Health Screen (including TB clearance), immunization/vaccination, or an exemption from such, are to be kept confidential and not disclosed except on a need-to-know basis. The records are to be securely maintained throughout the term of employment or volunteer or intern service in accordance with NHA’s Record Retention Policy.

**Guidelines:** The President/CEO has delegated administration of this policy to the Associate Vice President, Human Resources who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.

**Resources:** Head Start Program Performance Standards 1302.93(2)
California Title 22 Regulations Section 101216(g)
California Health and Safety Code Section 1596.7995
Purpose:
In order to be aligned with Health Care Reform, Neighborhood House Association is changing our policy on the minimum hours of work required in order to be eligible for insurance benefits from 20 to 30 hours per week. In addition, this directive is to define medical insurance benefit eligibility for variable hour employees. It provides guidelines in determining benefits eligibility based on the total number of hours worked per week over a defined measurement period.

Variable Hour Employee Definition: An employee is classified as variable hour when he/she is initially hired for a limited term, e.g. a temporary assignment, or with an undefined schedule, e.g. as a substitute. Further, a new employee is considered a variable hour employee if, based on the facts and circumstances at the start date, it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week. A new employee who is expected to work initially at least 30 hours per week may be a variable hour employee if, based on the facts and circumstances at the start date, the period of employment at more than 30 hours per week is reasonably expected to be of limited duration, and it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over the initial measurement period.

Policy: Effective July 1, 2016, all employees will need to meet the Federal definition of a Full Time employee, working an average of 30 hours or more each week, in order to qualify for insurance benefits.

The measurement period for variable hour employee medical insurance eligibility will be shifting from a six (6) month to a 12 month Standard Measurement period, with a two month Administration Period, and 12 month Stability period. Existing variable hour employees will need to meet the Federal standard of eligibility, an average of 30 or more hours per week, for medical insurance during the following Standard Measurement periods beginning May 1, 2015 - April 30, 2016.

A newly hired variable hour employee will have a 12 month Initial Measurement Period, followed by a one (1) month Initial Administration period, and 12 month Initial Stability period.
Effective July 1, 2016, it is the policy of Neighborhood House Association that an employee who is hired as a Regular Full Time employee is eligible for full insurance benefits enrollment the first of the month following 30 days service, or when a variable hour employee works an average of 30 hours or more during the defined Measurement Period, that employee will become eligible for medical insurance benefits during the defined Stability Period.

Procedure: Variable Hour Employee Benefit Eligibility:

Newly Hired Employees:
The Benefits Department will monitor and collect data necessary to determine if a newly hired employee has met the required average hours during the Initial Measurement Period assigned to the employee based on his or her date of hire.

If it is determined that the employee qualifies for medical insurance, the employee will be notified and given the option to elect coverage. The employee will be eligible to enroll the first day of the following month and will have 30 days to make an election. This is the Initial Administrative Period.

If the employee elects medical coverage, that coverage will last 12 months. This is the Initial Stability Period.

Once an employee has completed their Initial Cycle, they will fall into the Standard Cycle for an existing variable hour employee.

Existing Employees:
The Benefits Department will monitor and collect data necessary to determine if an existing employee has met the required average hours during the Standard Measurement Period which occurs from May 1st through April 30th of the following year.

If it is determined that the employee qualifies for medical insurance, the employee will be notified and given the option to elect coverage. The employee will eligible to enroll during Open Enrollment for the new plan year. This is the Standard Administrative Period.

If the employee elects medical coverage, that coverage will begin July 1st and continue through June 30th of the plan year. This is the Standard Stability Period.

If an employee is eligible and elects medical coverage in one cycle, and does not meet the required hours in the following cycle, the employee will lose medical insurance coverage, but will be eligible for COBRA continuation of benefits at his/her own expense.

Note:
- Initial Phase applies to newly hired variable hour employees only
  - Initial Measurement Period – begins 1st of month following date of hire and runs 12 months
  - Initial Administrative Period – one (1) month
- Initial Stability Period – Effective 1st of month following Admin Period and runs 12 months
  - Standard Phase applies to all existing variable hour employees
    - Standard Measurement Period – May 1st – April 30th
    - Standard Administrative Period – May 1st – June 30th (with Open Enrollment)
    - Standard Stability Period – July 1st – June 30th

**Guidelines:** The President/CEO has delegated administration of this policy to the Senior Director of Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy.
Purpose: The Neighborhood House Association encourages collaboration, teamwork, and employee participation in training opportunities that improve career options or advancement. To facilitate training opportunities, employees may be requested, from time-to-time, to perform responsibilities on a temporary basis beyond their current job description (“Acting Assignment.”) The Human Resources (HR) Department is responsible for managing the Acting Assignment process for Neighborhood House Association (NHA) to ensure fair and consistent treatment of all employees.

Policy: An Acting Assignment is defined as a temporary out-of-classification assignment wherein an employee will perform at least 50 percent of the responsibilities and duties of a higher classification. Payment for any additional duties shall occur: (i) when the Acting Assignment is performed for at least five (5) consecutive working days; and (ii) be paid retroactively according to the Step 1 or the entry level salary rate of the higher classification for the temporary period of time the Acting Assignment is performed. If the employee’s current hourly rate is higher than the first step of the higher classification, the employee shall be paid at the step above the comparable hourly rate in the higher classification. Employees must meet all licensing requirements of the higher position, according to Head Start Regulations, in order to be placed on Acting Assignments.

At the end of an Acting Assignment, the employee will be returned to his/her regular classification and salary. An Acting Assignment is not a guarantee of a promotion, and shall not exceed one year without approval of the President/CEO or designee.

Procedure: Hiring authorities within NHA will submit a Personnel Action Approval Form (PAAF) to the Vice President of their respective area via the BPM on the Agency intranet, and request that the employee be assigned an acting position. On the PAAF, the hiring authority will indicate the beginning and end dates for the acting assignment.

Upon approval from the Vice President of the respective area, the PAAF is submitted to NHA’s Fiscal Department for approval and verification that the Acting Assignment will not negatively impact the program budget.

Processing Acting Assignments

Upon receipt of the approved PAAF, HR will send a letter to the selected employee detailing the dates, classification and salary for the assignment, and will update the HR database after receiving the employee’s signed acceptance of the assignment.
**Guidelines:** The President/CEO has delegated administration of this policy to the Senior Director of Human Resources or other designee who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy.
Purpose: NHA has an obligation to ensure a safe workplace and environment for its employees and clients. In the event NHA reasonably believes that an employee’s inability to perform his or her duties presents a significant risk of harm to self or others, as a business necessity, the employee may be required to obtain a job related Fitness for Duty (“FFD”) Examination Certification, or other statement indicating the employee’s ability to resume work. The certification is a medical or psychological evaluation undergone by the employee to assess the individual’s ability to perform the essential functions of his/her job.

Policy: Employees who request and receive leave due to their own serious health condition must provide a certification which verifies that they can perform the essential functions of the job, or other statement indicating the employee is able to resume work. The cost of the certification/statement must be paid for by the employee, and the employee is not entitled to be paid for the time or travel costs spent in acquiring the certification. If the employee fails to provide certification, NHA may delay an employee’s return to work until the certification is submitted, revoke any temporary accommodation that has been made, and/or subject him/her to disciplinary action, up to and including termination of employment for job abandonment.

NHA reserves the right to, at its own expense, request the employee obtain a second opinion by another physician not employed by NHA when it has a good faith belief to doubt the validity of the certification/statement provided by the employee.

NHA also reserves the right, as a business necessity and in accordance with the law, to require a Fitness for Duty Certification any time it reasonably believes that an employee’s inability to perform his or her duties presents a significant risk of harm to self or others. In these instances, physician co-payments, and mileage costs for out of pocket travel will be reimbursed to the employee by NHA.

Procedure: NHA will provide the employee at the time of leave, but not later than the issuance of the notice of designation of leave, a list of essential job functions that the employee will be required to address in the certification/statement. If the returning employee reasonably presents a safety concern, as permitted under the Americans with Disabilities Act (ADA), CFRA, and other applicable laws, NHA may, at its own expense, instruct the employee to undergo an evaluation from a health care provider to determine whether he/she can perform the essential functions of the job, or other statement indicating the employee is able to resume work.
In accordance with the Fair Employment Housing Act (FEHA), and the ADA, NHA will attempt to accommodate any employee released to return to work with restrictions or limitations, provided that said accommodation does not cause a disruption resulting in undue hardship to NHA. If an employee cannot perform his/her duties with the accommodations, the employee will not be allowed to return to work until released for full duties.

NHA also reserves the right, in accordance with applicable laws, to discharge an employee, if the employee cannot perform the essential functions of the job without endangering self or others. Such action will be considered after the parties have engaged in the interactive process and no available accommodation would allow the employee to perform the essential functions without endangering self or others.

If an employee presents a continuing safety concern, every thirty (30) days NHA may require the employee to obtain a Fitness for Duty Examination Certification or statement indicating the employee is able to resume work.

**Guidelines:** The President/CEO has delegated administration of this policy to the Senior Director, Human Resources, who shall supervise the implementation of this program, including implementation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
Purpose:
Employees who are injured in the course of their employment with NHA are eligible for various benefits from Workers’ Compensation. The benefits may include, but are not limited to, medical treatment, indemnification of lost wages, and the NHA Return-to-Work Program. NHA strives to reduce the overall costs associated with employee injuries, and to provide Workers’ Compensation benefits to employees to the extent provided by applicable State laws.

Policy:
This policy reaffirms Neighborhood House Association’s (NHA) commitment to make a reasonable effort to provide temporary transitional duty assignments for employees who are recovering from a work-related injury or illness and have medical clearance for such by their medical provider. Transitional duty assignments may be in the employee’s regular department whenever suitable or appropriate; however the availability of suitable work may make it necessary for the injured employee to work in another department. NHA may also offer temporary alternative work through the Nonprofit Return-to-Work Program, in conjunction with our workers’ compensation carrier, at a local nonprofit service vendor whereby the injured worker may continue receiving pay at his/her regular rate. Human Resources will coordinate the work assignment, along with the appropriate supervisor(s), based upon the skills and training of the employee and the transitional tasks that are available at the time, as well as the needs of the agency. If an injured employee refuses the transitional duty offered, it may disqualify him/her from further temporary disability payments made by NHA’s workers’ compensation carrier. A refusal to participate in the Return-to-Work Program places the employee off work.

Procedure:
When an employee is injured and released by the medical provider to return to work on a transitional basis, the medical provider and/or employee will forward documentation of the restrictions to the Human Resources Department. Medical
clearance will consist of the physician’s written statement detailing the employee’s ability to work and the nature and extent of limitation (e.g., lifting, pulling, sitting, performing repetitive motion, etc.). NHA will engage in the interactive process with the employee to confirm whether he/she is able to perform the essential functions of his/her position, and to determine whether an accommodation may be required. Although some providers send work status reports to NHA, it is the employee’s responsibility to ensure that the Workers’ Compensation Administrator has received these documents.

The injured employee will be paid, *for actual time spent*, up to two (2) hours for earnings lost due to medical appointments for **up to 30 days from the date of original injury**. Thereafter, to be compensated, the employee may request any available accrued sick or vacation hours be used to supplement earnings lost while attending medical appointments. If the employee is placed off work and accrued sick and vacation hours should expire, the remaining time on leave will be **without pay**, and the accrual of vacation and sick hours will stop until the employee is released by his/her medical provider to return to work. **Accrued sick hours may not be utilized for a voluntary declination to participate in this program.**

Employees are encouraged to schedule any medical follow-up appointments at times when they are not scheduled to work. If it is not possible to schedule appointments during non-working hours, the manager should be provided a minimum of 48 hours advance notice of the medical appointment.

**Please note:** injured employees who are on layoff will not be paid for medical appointments, as they are not scheduled to work.

**Guidelines:** The President/CEO has delegated administration of this policy to the Associate Vice President of Human Resources, who shall supervise the implementation of this program, including preparation of all necessary forms for the administration of this policy. Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination.
General Guidelines Regarding Leaves of Absence to Pursue Educational or Academic Endeavors or Degrees

Neighborhood House Association ("NHA") intends, to the extent possible, to encourage and support employees who desire to improve their skills and abilities, and therefore their contribution to NHA, by taking unpaid leaves of absence to pursue educational or academic endeavors or degrees. While the President & CEO or his/her designee has the discretion to grant or deny any requests for such an unpaid leave of absence (as well as the discretion to impose conditions on any such a leave of absence), NHA expects that any request for such a leave of absence will have to meet the following criteria to be granted:

• The employee requesting such a leave of absence must have at least one (1) full year of service with NHA.

• The educational course(s) or program(s) must be related to the employee’s current or anticipated job duties at NHA.

• The educational course(s) or programs(s) are held only during the employee’s regular hours of work.

• The employee must maintain a grade average of “C” or above in the educational course(s) or program(s).

NHA makes no guarantee that it will be able to grant a request for an unpaid leave of absence that meets all of the above criteria.

In the event that NHA grants an employee’s request for an unpaid leave of absence to pursue educational or academic endeavors or degrees, the employee may use any accrued paid vacation but many not use any accrued sick leave while on the unpaid leave. In addition, the employee will not accrue any employee benefits, such as paid vacation and sick leave, while on the unpaid leave. Finally, the employee will be required to pay the full cost for the maintenance of health insurance and other similar benefits while on the unpaid leave.