

EMPLOYEE HANDBOOK Policies, Procedures & Employee Benefits

**This handbook and the
Program Management Manual
serve as the Program Management Plan
for the Agency's
Early Head Start and Head Start programs.**

**Reach-Up Inc.
1250 Johnson Road
St. Cloud, MN 56304**

320-253-8110

PREFACE

This handbook is intended to help employees become acquainted with Reach-Up Inc., its personnel policies and procedures, and its benefits program. It provides a source of information in areas relevant to employer and employee relations. For clarification on any item, please consult with your supervisor.

This handbook is not intended as an explicit or implicit guarantee of continued employment with Reach-Up Inc. nor should it be interpreted as an offer to enter into an employment contract. The employer retains the right in its sole discretion to revoke, modify, suspend, amend or change any policy in whole or in part, or to terminate the employment relationship at any time for any reason, with or without notice. The employee retains the right to resign employment. Reach-Up Inc. reserves the right to interpret the policies in its discretion. Because of the dynamics of personnel administration, parts of this handbook will be revised, changed or deleted and the updated information sent to you.

After reading the following policies and employee benefits, you are encouraged to contribute any comments or suggestions you may have.

Reach-Up Inc.'s Program Management Policies and Procedures Manual and the Employee Handbook will serve as the agency's Program Design and Management Plan as required by Federal Early Head Start and Head Start Performance Standards.

Chairperson, Board of Directors: _____

Signature: Caridad Medrano

Approval By Board of Directors: _____

Date: 6/6/10

Chairperson, Policy Council: _____

Signature: Amanda Lewis

Approval By Policy Council: _____

Date: 6-15-10

New and updated policies and procedures go into effect on the day of the annual August all staff.

REVISED 05/10 Policy Council
05/10 Board of Directors

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REACH-UP INCORPORATED

Mission Statement

Reach-Up Inc. provides comprehensive education and support services that strengthen low-income families with young children.

Core Values

- We value all relationships based on integrity, trust and respect.
- We value our strength-based partnerships with families and community agencies.
- We value the uniqueness and diversity within our communities.

Vision Statement

Reach-Up Inc. is recognized throughout the community and state as an early childhood model of excellence that has a *lasting impact* on children and families.

Professional Boundaries Reach-Up Inc.

We believe in the value of professional boundaries and use them in our relationships with children, families and each other.

Professional boundaries give us guidance in our work and how we conduct ourselves.

This statement addresses the various relationships which staff members encounter in their work.

Staff with Children

- We promote children's self-expression, creativity and positive behavior.
- We provide positive role models and a safe learning environment for children.
- We respect children's physical, emotional, and cultural boundaries.
- We teach children how to develop appropriate boundaries for themselves and with other children and adults.

Staff with Parents/Families

- We respect families' time and their personal space.
- We listen to families and encourage family decision-making.
- We respect each other's roles.
- We respect families' privacy and cultures.
- We maintain a clear distinction between friendliness and friendship with families.
- We promote open and honest communication with consideration of personal thoughts and feelings.
- We recognize the limits of our roles with families and stay within our job responsibilities.

Staff with staff

- We respect the privacy of co-workers and ask their permission to share personal information with staff and families.
- We respect the job responsibilities of co-workers and their ability to perform their duties.
- We recognize the difference between personal and professional relationships among staff and interact in a professional manner.

GLOSSARY OF SPECIAL TERMS

1. Full-time Employee - An employee who works **an annual average of** ~~at least~~ 30 hours or more per week and maintains continuous regular employment status.
2. Part-time Employee - An employee who works **an annual average of** less than 30 hours per week.
3. Substitute Employee - An employee who is hired to fill-in when a full-time, part-time or temporary employee is absent.
4. Long Term Substitute – A substitute employee assigned to work over 90 days. Long term substitutes are eligible for holiday and sick leaves.
4. Non-Exempt Employees - An employee who is covered by the legal requirements established by the Fair Labor Standards Act. Non-exempt employees are subject to the minimum wage, equal pay, and overtime provisions of the Fair Labor Standards Act.
5. Exempt Employees - An employee whose duties and responsibilities are of an executive, managerial, or professional nature. These employees meet the legal requirements for exemption established by the Fair Labor Standards Act.
6. Employment-at-will - Employees who do not have a written employment contract with Reach-Up Inc. for a specific, fixed term of employment are employed at the will of Reach-Up Inc. for an indefinite period. Employees are subject to termination at any time, for any reason, with or without cause or notice. At the same time, employees may terminate their employment at any time and for any reason. Completion of the Orientation Period does not change an employee's status as an at-will-employee.

EMPLOYMENT POLICIES

1. ATTENDANCE AND INCLEMENT WEATHER

Consistent attendance is expected of all employees. Excessive absenteeism or tardiness will not be tolerated and may result in progressive disciplinary action **up to and including termination**. Voluntary termination will occur when an employee has not scheduled time off or called in sick and does not report to work for three consecutive days.

Employees in positions requiring a substitute must enter all absences into the AESOP program as soon as they learn of a necessary absence. AESOP has a two hour time frame prior to the start of a shift where employees cannot enter an absence into the program. To allow for time to establish a subbing arrangement, employees must call their supervisor as quickly as possible within this two hour window.

Closings Due to Weather

Weather related school closings follow the decision of the St. Cloud School District. When St. Cloud Schools close, all Reach-Up programs/facilities close — this includes the office, outlying classrooms, kitchen, the Southside All Day/Every Day classes/daycare and Tech College Head Start class hours. No staff report but are paid their regular hours.

Outlying classrooms, being more rural in their transportation responsibilities, will also follow their community school districts' decisions for weather related closings. No staff report but are paid their regular hours.

During a weather emergency, the Executive Director will determine if the St. Cloud sites should close or remain open. The St. Cloud school district decisions will be followed as closely as possible. If the St. Cloud area centers are closed, starting late, or closing early, WCCO's announcement will read, "Reach-Up Inc. Head Start St. Cloud". In any case, teachers and classroom assistants are still required to work their scheduled classroom hours (no "bus aide" time will be paid) and bus drivers are not required to work as driving responsibilities are not available during a school closing. When inclement weather continues for more than one day, Classroom Assistants do not report to work as work with children is not available.

When the main office is closed, the announcement on WCCO television and its website will read, "Reach-Up Inc. main office". If centers and main office are closed, no employee reports to work. When the centers and main office are closed, this is considered paid time for all employees. Employees are responsible for watching the television for weather related closing. If you are uncertain about what is expected, call your supervisor.

Supervisors of outerlying centers make the closure decision and will generally follow the closure decisions of those respective school districts. Full-day/full-year programs will remain open unless centers and main office are closed. If a site is officially open and an employee is unable to report for work, the employee will not be paid for that day. Vacation, personal or unpaid leave (when all other benefits are exhausted) may be taken in that instance.

During a weather emergency, home visits will be canceled when the school district is closed. If the school district is running two hours late, home visits can start one hour prior to the late start time. If Home Visitors feel driving conditions are unsafe, they may choose not to conduct scheduled home visits.

In the case of severe weather or other emergency situations, the Executive Director will ~~call~~ contact the Technology Specialist ~~Early Childhood Education Coordinators, Food Services Technician, Administrative~~

~~Assistant, Receptionist, and WCCO's television and its website for the St. Cloud centers and main office closings. The Technology Specialist will utilize the BrightArrow system to notify staff and parents. Education Coordinators will call the program staff they supervisor (Centers, Home Visitors) and supervising Teachers will call the program staff they supervise.~~ Supervising Education Coordinators of outlying centers will contact WCCO television and its respective website for the outlying center closings.

Closings Due to Pandemic Outbreak

Staff reporting to work when their classroom is closed may be assigned to work at operating classrooms in need of help. Co-Teachers may be assigned to another classroom when a single Teacher in a classroom is ill. This action will be taken to prevent closing the classroom of the ill Teacher. Performance standards require one Teacher in a classroom resulting in meeting regulations with reassignments of Co-Teachers. Bus Aide/Classroom Assistants may be assigned to another bus route/classroom to meet performance standard regulations as well.

When work is available and employees say "No" to other job opportunities, this is unpaid time. Employees cannot request to use personal or sick hours. When work is not available for pandemic reasons, classroom assistants may only report to work for one day performing prepping/cleaning responsibilities and bus drivers do not report to work. With additional days of no work/job opportunities, assistants must request to use personal hours or sick hours after personal hours are depleted.

Employees registered in AESOP and requesting time off because of illnesses must enter all absences in AESOP whether a sub is needed or a sub is not needed. The program allows you to distinguish between the two options and provides accurate records for payroll documentation.

2. BACKGROUND STUDIES

Minnesota Statutes requires the Minnesota Department of Human Services (DHS) to conduct background studies on individuals having direct contact with people receiving services from facilities and agencies licensed by DHS. Background studies are completed according to the requirements in Minnesota Statutes, chapter 245C. The background study includes a review of criminal conviction records held by the Minnesota Bureau of Criminal Apprehension (BCA) and records of substantiated maltreatment of vulnerable adults and children. The corrections system reports new criminal convictions for disqualifying crimes to DHS. County agencies and the Minnesota Department of Health report substantiated findings of maltreatment of minors and vulnerable adults to DHS.

Background studies are conducted on prospective employees and annually on current employees. Background studies are also completed prospective Voigt employees who drive or ride on Reach Up's buses and annually thereafter. "Background study" means the review of records to determine whether a subject is qualified or disqualified from direct contact with persons served by Reach Up Inc. If a background study results in a disqualification, prospective employees will not be offered employment and current employees will be terminated.

Reach Up Inc. may conditionally hire an applicant pending completion of the background check, but shall notify the applicant that the applicant's employment may be terminated based on the result of the background check. Applicants will be informed of the results of the criminal background check(s) to the extent required by law. Reach Up Inc. reserves any and all rights it may have to conduct background checks regarding current employees or applicants without the consent of such individuals.

3. CELL PHONES

Reach-Up Inc. provides cell phones for staff on a limited basis. Cell phones will be used for business purposes only. The Administrative Assistant and Receptionist serve as the contact person to check out cell phones to employees.

Cell phone/texting use while driving for business purposes is prohibited. Neither personal nor Reach-Up cell phones will be used for personal use during work hours.

4. CONDITIONS OF EMPLOYMENT

The following requirements must be completed prior to hiring an applicant:

- * Background study
- * Policy Council Approval

Reach Up Inc. may conditionally hire an applicant pending completion of the following:

- * Physical examination (Non-Drivers)
- * Proof of car insurance limits
- * Pre-placement examination (Bus Aides)
- * Mantoux test
- * First Aid/CPR

The following requirements must be completed prior to driving a bus:

- * DOT physical examination (Bus Drivers)
- * Drug Test (Bus Drivers)
- * Pre-placement examination (Bus Drivers)
- * Current CDL w/passenger endorsement
- * Motor Vehicle Report

Applicants will be notified when the applicant's job offer is rescinded based on the results of any of the above requirements.

5. CONFIDENTIALITY

In the course of work, employees have access to confidential information regarding children, parents, employees, internal operations or other matters. Written and non-written information involving a child, family or employee is confidential. Written information will be kept in locked files. Release of confidential information shall not be released without written consent. Reach-Up Inc. employees, volunteers and student interns are required to comply with Agency policy which follows State Data Privacy laws. Violation of this policy will result in disciplinary action up to and including termination of employment.

Staff may share information regarding families with other staff on a need to know basis. This sharing of information will contribute to providing services that meet families' needs.

6. CONFLICT OF INTEREST

Immediate family includes the following:

- | | | | |
|-----------|---------------|----------------------------------|-----------------|
| * Parent | * Spouse | * Parent In-laws | * Aunt or Uncle |
| * Child | * Grandchild | * Parent or Child-Step Relations | |
| * Sibling | * Grandparent | * Significant Other | |

Employees shall not engage in any activity, practice, or act that conflicts with, or appears to conflict with, the interests of Reach-Up Inc. Since it is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest, the prohibitions included in this policy are not intended to be exhaustive and only include some of the more clear-cut examples.

- (1.) No person shall hold a job at Reach-Up Inc. while either the person or a member of the person's immediate family serves on the Board of Directors. Policy Council members must reclude themselves if issues about any family member comes to Policy Council.
- (2.) Employment of immediate family members within the direct line of supervision is prohibited.
- (3.) Employees are prohibited from being involved in business dealings with companies or organizations in which the employee or a relative has a financial gain.
- (4.) In instances where there appears to be a conflict of interest, staff will consult with their supervisor.

7. CONFLICT RESOLUTION

The fair and prompt resolution of an employee's job-related conflicts and concerns is essential to the preservation of a positive working environment. The following employee conflict resolution guidelines are designed to help the employees and their supervisors work together to resolve job-related problems and conflicts.

****If a conflict is due to harassment issues, employees should follow the "Harassment Policy" and speak to any member of the Administrative Team they are comfortable with.**

Employees will follow these guidelines as soon as possible after the conflict arises:

1. If a conflict or problem arises, the employee will discuss it directly with the person with whom there is a conflict. The two individuals will discuss the problem and decide on a mutually acceptable resolution. This applies to conflicts among employees or with a supervisor.
2. If the conflict (with another individual) is not satisfactorily resolved, the employee will discuss the problem with his/her supervisor. They will discuss the conflict and work on constructive steps to solve the conflict together.
3. If the problem is not satisfactorily resolved, the employee and the supervisor will discuss the conflict with the Executive Director. The employee and the supervisor will share the nature of the conflict and their efforts to resolve it. The Executive Director will work with the individuals to agree on a mutually acceptable resolution within 5 working days.
4. The employee may submit a written statement to the Executive Director if the previous steps have not resolved the conflict. The Executive Director may include employees with knowledge of the conflict and the Human Resources Coordinator in the discussion regarding the problems outlined in the written statement. After any further discussion and reviewing the facts, the Executive Director will work out a mutually acceptable resolution within 5 working days after the written grievance.
5. The Executive Director will inform the Policy Council and the Board of Directors of grievance situations that are submitted in writing.
6. Alternative formats for resolving conflicts, such as personal interviews or a tape recording, will be made available for persons with disabilities upon request. The Executive Director or ADA Coordinator will respond in a format accessible to the employee, such as large print or audiotape.

Reach-Up Inc. reserves the right to modify or terminate this conflict resolution procedure at any time in its sole discretion with or without notice.

NOTE: Information concerning an employee conflict will be handled confidentially to the extent that is reasonably possible.

8. DIRECT DEPOSIT

Employees are encouraged to use direct deposit for their payroll checks. Employees shall complete Reach-Up Inc.'s Direct Deposit Form, selecting the bank and account. Routing information and account numbers are obtained by the employee and a voided check/deposit savings slip must be attached to the form. Employees will be given this form during their new employee orientation with the Human Resources Coordinator on their first day of work.

An employee may select up to three checking and/or savings accounts for their payroll check direct deposit. For example, an employee may deposit \$50 into savings and deposit the remaining balance into checking. Only one form needs to be completed.

The first pay period will be a payroll check mailed to the employee's home while a trial direct deposit run is conducted on the account. The second pay period will be a direct deposit into the employee's designated account(s).

If an employee wants to change the account(s) into which the direct deposit is made, a new form must be completed. Employees must allow for a trial run to be conducted before the payroll check can be deposited into the new account(s).

9. DISABILITIES

Reach-Up Inc. is committed to the implementation of the Americans with Disabilities Act. Reach-Up Inc. does not discriminate on the basis of disability in admission to, or operations of its programs, services, or activities. Reach-Up Inc. does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990.

Questions, concerns, complaints, or requests for additional information regarding the ADA may be forwarded to Reach-Up Inc.'s ADA Coordinator, 1250 Johnson Road, St. Cloud, MN 56304, (320) 253-8110 or 1-877-848-4912.

Individuals who need auxiliary aids for effective communication in programs and services of Reach-Up Inc. are encouraged to make their needs and preferences known to the ADA Coordinator. Reach-Up Inc. will add an ADA statement on all required notices for the program. The statement, "If you need special accommodations contact Reach-Up Inc. at (320) 253-8110 or 1-877-848-4912", will be included on necessary notices pertaining to children, parents, community members, and staff. Staff may insert their name in the statement if they prefer.

Procedures:

1. New and current employees afflicted with a disability are to be treated the same as any other employee. Reach-Up Inc. shall make reasonable accommodations to allow an employee with a disability to perform the essential functions of the position.
2. When reasonable accommodation is needed, the Request Form for Reasonable Accommodation must be completed by the employee requesting the accommodation or by the Supervisor on behalf of the employee. The Executive Director, Fiscal Manager, Supervisor and ADA Coordinator will determine if implementing the accommodation is reasonable. The Supervisor will review any reasonable accommodation the employee may request, Reach-Up Inc.'s continuing expectation regarding the employee's performance and attendance, and leave of absence benefit. The Health Services Coordinator may assist in this process.
3. Employees with a disability may work as long as they are physically and mentally able to perform the essential duties of their job without significant risk to their own health or that of other employees or children. Such disabilities include but are not limited to visual, hearing, speech, cancer, heart disease, epilepsy, diabetes, cerebral palsy, and HIV disease.
4. All medical records and medical information collected on employees are maintained in separate medical files and treated as confidential medical records.

10. DRESS CODE

In order to project a professional image for ourselves, clients and community members, business casual dress is required for all Reach Up employees. Clothing that reveals too much of your cleavage, your back, your chest, your feet, your stomach or your underwear is **not** appropriate business casual dress.

Clothing should be neat and clean. Torn, dirty, ill-fitting, faded or frayed clothing is unacceptable. Any clothing that has words, terms or pictures that may be offensive to others is also unacceptable. Spaghetti-strap clothing, tank tops, midriff tops, halter-tops, and shorts are all inappropriate clothing for work.

Effective August 1, 2010, jeans will not be acceptable clothing.

Effective August 1, 2010, jeans may be worn on Wednesdays (designated "casual Wednesdays") and on designated "charity donation days" (not to exceed one day per month) with the following exceptions:

- a) they cannot be torn, dirty, ill-fitting, faded or frayed;
- b) they cannot be worn if you have a meeting with parent(s), or an inter-agency/community meeting, or any similar type meeting where you are meeting in a community facility representing Reach-Up, Inc..

Flip-flops, slippers, and shoes with an open toe or heel are not acceptable in the workplace. Closed toe and a strapped heel shoes are required at Reach Up Inc. Proper footwear is a safety issue to prevent accidents and injuries in the workplace.

Also remember that some individuals are allergic to chemicals in perfumes so please limit the use of perfume at work.

This is a general overview of appropriate business casual attire. No dress code can cover all possible clothing situations so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you are uncertain about acceptable, professional business casual attire for work, please ask your supervisor.

11. DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE

Reach-Up Inc. is committed to providing a safe, healthy, and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

- possessing, distributing, selling, manufacturing, using, or being under the influence of any illegal drug;
- consuming alcoholic beverages while on company premises, in company vehicles, while on company business or time, bringing alcohol onto company premises, or being under the influence of alcohol; and
- abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

CMV and non-CMV employees will be tested for alcohol and controlled substance under certain circumstances involving reasonable suspicion. This policy is located in the Human Resources' office. Employees are encouraged to seek assistance from their supervisor if needed. All cases of chemical dependency will be handled confidentially to the extent that is reasonably possible.

Disciplinary action up to and including termination of employment will be taken against any individual found to be in violation of this policy. This will occur within 30 days of becoming aware of the employee's violation. Information regarding the Employee Assistance Program (EAP) will be provided to the employee during disciplinary action

12. EMPLOYMENT STATUS

A. Non-Exempt

Definition: Non-exempt employees are employed based on the type of duties performed, a level of non-decision making authority, and the method of compensation subject to the Fair Labor Standard Act (FLSA). Non-exempt employees are required to account for hours and fractional hours worked and include payments of overtime.

Job Categories: Accounting Clerk, Accounts Payable Clerk, Administrative Assistant, Bus Aide, Bus Driver, Bus Driver/Maintenance, Classroom Assistant, Computer Specialist, Food Services Assistant, Food Services Technician, Receptionist, Recruitment Assistant.

Supervisors may schedule overtime in exceptional circumstances and will assign overtime to employees in the particular job for which overtime is required. Employees are not permitted to work over 40 hours per week without prior written approval of the Supervisor and Executive Director. Supervisors will attempt to rearrange the employee's work schedule so that the total hours worked will not exceed 40 hours per week.

A workweek is a period of 168 hours during seven consecutive 24 hour periods, Saturday through Friday. For purposes of overtime payment, each workweek stands alone; averaging of two or more workweeks is not allowed.

Employees must be paid for all hours worked in a workweek. An employee does not earn overtime unless they actually worked 40 hours in the workweek. Vacation, holiday, sick and personal leave hours are not considered work hours. Vacation, sick and personal leave hours will be reduced if necessary when work hours exceed 40 during the workweek. Holiday hours will be paid at straight time when they exceed 40 hours in a workweek.

Overtime will be paid at a rate of one and one-half (1 1/2) time the employee's regular pay rate for time worked in excess of 40 hours. Overtime will not be paid for vacation, holiday, sick, and personal hours.

Employees are paid every other week. Reach-Up Inc.'s workweek shall be considered from Saturday, 12:00 AM, until Friday, 11:59 PM. Time sheets with hours worked will be submitted to an employee's Supervisor by 9:00 AM Monday following the pay period. Supervisors will submit time cards or report hours worked to the Accounting Clerk by 10:00 am. Payday is the Thursday following the end of each pay period. Payroll checks are mailed either Tuesday or Wednesday so employees receive their check on Thursday.

Local, state, federal and Social Security/Medicare taxes will be automatically deducted. When payments for health insurance, child support, garnishments, and other obligations are applicable, the Accounting Clerk will deduct the required amount from the employee's earnings.

B. **Exempt**

Definition: Exempt employees are exempt from certain wage and hour laws as a result of their professional status, i.e. overtime pay. This exemption status applies to administrative, executive, or professional employees receiving an annual salary, in equal bi-weekly payments.

Job Categories: Early Childhood Education Coordinator, Early Childhood Education/Transportation Coordinator, Early Childhood Family Education Specialist, Early Childhood Services Coordinator, Early Head Start Teacher, Executive Director, Family Advocate, Early Head Start Home Visitor, Family Education and Involvement Specialist, Fiscal Manager, Head Start Teacher, Health Services Coordinator, Health Specialist, Human Resources Coordinator, KinderStart Advocate, KinderStart Coordinator, Mental Health Specialist, Nutrition Services Coordinator, Parent Literacy/Volunteer and Projects Specialist, Recruitment and Enrollment Coordinator, Social Services Coordinator

Exempt Teachers will receive annual written work agreements prior to the start of the school year. Work agreements will include expectations of employment, compensation and the school calendar.

Local, state, federal and Social Security/Medicare taxes will be automatically deducted. When payments for health insurance, child support, garnishments, and other obligations are applicable, the Accounting Clerk will deduct the required amount from the employee's earnings.

C. **Exemption Status Definition**

Employees performing duties defined in the Fair Labor Standards Act (FLSA) under the executive, administrative, or professional category are "exempt" from the FLSA. Exempt employees receive a predetermined salary regardless of the number of hours worked. Deductions from an exempt employee's pay are legally permitted under certain circumstances such as personal absences, disciplinary suspensions, and FMLA leave.

Executive duties include:

- Customary and regular supervision of at least two full-time employees
- Primary duty must be management of the enterprise or customarily recognized department or subdivision of the employer
- Has authority to hire or fire (recommendation regarding change of status of employees is given particular weight)

Administrative duties include:

- Primary duty must be performance of office or non-manual work directly related to management or general business operations or employer or customers

Professional duties include:

- Employee's work must require consistent exercise of discretion and independent judgment or invention, imagination, or talent in recognized field of artistic endeavor
 - Learned Professional performs work that requires advanced knowledge, is in a field of science or learning, is customarily acquired by prolonged course of specialized intellectual instruction
 - Creative Professional performs work that requires invention, imagination, originality or talent

13. EQUAL EMPLOYMENT OPPORTUNITY

This is to affirm Reach-Up Inc.'s policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, membership or activity in a local human rights commission, or status with regard to public assistance.

We will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training. We will provide reasonable accommodation to applicants and employees with disabilities.

Reach-Up Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Reach-Up Inc. has appointed the Human Resources Coordinator to manage the Equal Employment Opportunity Program. This person's responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State and Local agencies. The Executive Director of Reach-Up Inc. will receive and review reports on the progress of the program.

If any employee or applicant for employment believes he/she has been discriminated against, please contact the Human Resources Coordinator at 1250 Johnson Road, St. Cloud, MN 56304 or call (320) 253-8110 or any other representative of management. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible, and take appropriate action in response to these investigations.

14. EXIT INTERVIEW

The exit interview is required for all employees resigning from employment with Reach-Up Inc. The exit interview is designed to secure forwarding address information, assure proper finalization of insurance programs and other benefits, and to obtain information regarding an employee's work experiences. Supervisors will schedule an exit interview with the Human Resources Coordinator before employees terminate.

15. FUNDING SOURCE REGULATIONS

A. POLITICAL ACTIVITIES

An employee is prohibited by the Hatch Act from using his/her official position or authority to affect an election or nomination for public office and from identifying the agency program with any political campaign. An employee, on duty, is prohibited from engaging in partisan political activity and/or using the agency phones and computers in any political activity.

B. GIFTS AND GRATUITIES

Employees are prohibited from accepting gifts, money, and gratuities from persons receiving benefits or services from any Reach-Up Inc. program or performing services under contract or otherwise in a position to benefit from an employee action.

C. TRAVEL REGULATIONS

Maximum reimbursement for lodging and meals when staying overnight outside the three county area will be at the current approved agency rate or at the rate allowed for the high rate areas as stated by Standard Governmental Travel regulations. This per diem rate may only be paid if prior approval has been granted. No lodging will be allowed unless approved in advance. Receipts for all travel related expenses except food must be furnished upon return.

Mileage for employee furnished vehicles is reimbursed at the current approved agency rate by using the travel expense form. Mileage driven to offices, centers or target areas to begin work is not reimbursed. Methods of calculating reimbursement are to be determined by the Executive Director.

Meals and lodging with a conference will be reimbursed at the actual costs. Meal expenses at trainings or meetings will be reimbursed at actual costs that include fees to cover speaker, location and food. Time for travel may be authorized by the Executive Director. Personal expenses such as entertainment, personal telephone calls, alcoholic beverages, or gifts shall not be reimbursed.

D. RELOCATION EXPENSES

This agency shall pay no expenses for relocation.

16. GINA

The following paragraph has been placed on all Reach Up medical forms: "The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information", as defined by GINA, includes an individual's family medical history, the result of an individual's or family member's genetic test, the fact that an individual or an individual family member sought or received genetic series, and genetic information of a fetus carried by an individual or an individual's family member on an embryo lawfully held by an individual or family member receiving assistive reproductive services."

17. HARASSMENT

It is the goal of Reach-Up Inc. to maintain an employment atmosphere free of harassment. Any employee who engages in harassment on the basis of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, membership or activity in a local human rights commission, or any other legally protected characteristics; any employee who permits employees under his/her supervision to engage in such harassment; or any employee who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Harassment is verbal or physical conduct that shows hostility toward an individual because of his or her protected characteristics and has the effect of:

- A. creating an intimidating, hostile or offensive work environment;
- B. substantially interfering with an individual's work performance; or
- C. adversely affecting an individual's employment opportunities.

"Sexual harassment" is prohibited and includes but is not limited to any unwelcome sexual advances, requests or demands for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

- A. submission to such conduct or communication is made, either explicitly or implicitly, as a term or condition of employment;
- B. submission to or rejection of that communication or conduct is used as a factor in any employment decision affecting any individual; or
- C. such conduct or communication has the purpose or effect of substantially interfering with an employee's work performance or creates a hostile, intimidating, or offensive work environment.

If an employee feels he/she has been subjected to any form of harassment, the employee should firmly and clearly tell the person engaging in the harassing behavior that it is unwelcome, offensive, and should stop at once. The employee also should report any alleged harassment to the Human Resources Coordinator, Executive Director, or to any Administrative Team member who will then assist the employee in the resolution process.

Any claims of alleged harassment or alleged violations of this Harassment Policy will be investigated by the Human Resources Coordinator and the Executive Director. A prompt, thorough, fair investigation will take place giving careful consideration to protect the rights and dignity of all people involved. When there is a complaint against the Executive Director, the Human Resources Coordinator will inform the Board Chairperson, who will participate in the investigation.

If the investigation leads to a determination that the allegations are true, disciplinary action will be taken which may include discharge or removal of a person who has acted in a manner determined to constitute harassment or found to be in violation of this Policy.

The internal procedure does not replace the right of an employee to file a formal complaint with the MN Department of Human Rights and the U.S. Equal Employment Opportunity Commission (EEOC). Sexual harassment is a violation of Section 703 of Title VII of the Civil Rights Act.

18. MEDIA CRISIS PLAN

It is important that only individuals authorized and trained speak on behalf of Reach-Up Inc. Official spokes persons are in order of Executive Director, Human Resources Coordinator and Director's designee' (when, and as, appropriate).

It has always been Reach-Up Inc.'s policy to cooperate as fully as possible with news media inquires and to communicate truthfully with the media on agency matters appropriate for public knowledge. To ensure accuracy regarding the agency or its actions, the Executive Director and designees will serve as the only authorized media spokesperson for Reach-Up Inc. No other employee may grant an interview concerning company business to any form of media without written permission from the Executive Director.

When an employee is questioned by the media, the employee's response will be, "No comment. Please contact the official spokesperson at the main office." The official spokesperson will contact the media with information as soon as possible. The official spokesperson will utilize the email system to inform staff about the current situation. The information will be the same information released to the media.

When Reach-Up Inc. children are involved in a crisis situation, the media will be utilized by the official spokesperson to inform parents where parents can meet and when it is safe to pick-up their children.

Locations for media contact will be determined by the agency spokesperson.

19. MONIES OWED TO REACH-UP INC.

Reach-Up Inc. encounters situations where employees owe monies to Reach-Up Inc. These situations include cell phone bills, jury duty payments, personal copies, etc. Past due payments of 60 days or more will be deducted from an employee's reimbursement check.

Amounts owed to Reach-Up Inc. by terminating employees will be deducted from an employee's final reimbursement check.

20. **ORIENTATION PERIOD**

During the orientation period, new employees will attend scheduled meetings with appropriate Management Team members to become familiarized with Reach-Up Inc. and to learn about duties and responsibilities of their recently acquired position. New employees will meet with Management Team members listed on the "New Employee Orientation" form.

Supervisors and/or Human Resources Coordinator will inform employees regarding their work hours, work days, work schedule and compensation during orientation. The Supervisor, with the employee's input, will determine the employee's work schedule.

Staff needing certification in CPR and First Aid at the time of initial employment must successfully complete trainings within the orientation period. Staff possessing current certification cards will submit copies within 90 days of hire. Employees are required to recertify accordingly to expiration dates on certificates.

Employees who do not submit copies of CPR or First Aid cards within the orientation period will be suspended without pay for up to five (5) days. After five (5) days of suspension without pay and failure to submit copies of the certification cards, an employee will be terminated.

New employees and current employees transferred or promoted to a new position shall serve a three-month orientation period. The orientation period allows employees and Reach-Up time to determine if the position is an appropriate match. During the orientation period, sick and bereavement leave hours may be utilized; vacation and personal hours may be used after successfully completing the orientation period.

At any time during the orientation period, a newly hired employee may be dismissed without notice and/or cause, or the orientation period may be extended up to 90 days. If the employment relationship is not appropriate, employees may resign without detriment to their employment record, and/or may be released without the necessity for Reach-Up to follow regular termination procedures.

After satisfactory completion of the orientation evaluation, employees will be evaluated on an annual basis.

21. **PERSONAL PROPERTY OF EMPLOYEES**

Reach-Up Inc. does not have insurance available to cover any loss or damage caused to employee's personal property.

22. **PERSONAL PURCHASES**

Reach-Up Inc. will not make personal purchases for employees. Employees may not make personal purchases through any of the corporation's vendors that would benefit the employee more than if the employee made the purchase on a direct basis. Employees will not have invoices for personal purchases billed to the corporation.

23. **PERSONAL USE OF AGENCY PROPERTY**

The personal use of Reach-Up Inc. property and/or materials whether consumable or non-consumable is strictly prohibited. Non-consumable property includes computers, cell phones, vehicles, etc. Consumable property includes agency stationery, office supplies, etc.

Faxes should be kept to a minimum usage. The fax machine cannot be used for personal political correspondence. Employees will reimburse Reach-Up Inc. for personal faxes at the rate of twenty-five cents for local faxes and fifty cents for long distance faxes.

Copies of a personal nature should be kept to a minimum. Employees shall reimburse Reach-Up Inc. for personal copies at the rate of five to ten cents for black and white copies and twenty-five to fifty cents for color copies.

Business telephones may be used on a limited basis and for emergency situations. Employees shall not use the agency telephone system for personal long distance calls. Personal cell phones or calling cards will be used for all personal long distance telephone calls.

Federal regulations prohibit Reach-Up Inc. from loaning agency property to employees or non-employees for personal use.

Disciplinary action up to and including termination of employment will be taken against any individual found to be in violation of this policy. Any employee who embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets, or property which are the subject of federal or state grants may be prosecuted under criminal provisions (SEC.42 U.S.C.2703).

24. **PERSONNEL STATUS CHANGE**

Employees will be responsible for submitting all status changes (e.g., name/address change, withholding exemptions, telephone number, benefit selection, etc.) into the Human Resources Information System (HRIS) on-line. Changes for adding or deleting individuals from your selected benefits must be completed within 30 days of the qualifying event to qualify for the new desired benefits. Refer to the Summary Plan Description (SPD) for detailed benefits' information.

25. **PHYSICAL EXAMINATIONS**

Employees are required by funding sources and licensing regulations to obtain a physical examination to establish both their fitness to perform the job and their fitness to do so without endangering the health and safety of themselves or others. Employees must also have on file a negative mantoux test, chest x-ray or physician's statement that verifies freedom from tuberculosis. This will be completed at the time of initial hire. A Tuberculin Risk Assessment questionnaire will be completed by staff yearly thereafter.

All Bus Driver applicants will be required to have a Department of Transportation physical exam before beginning work as a Driver. All Bus Drivers and Bus Aides/Early Childhood Assistants with CDL responsibilities are required to have a current Department of Transportation physical exam on file with Reach-Up Inc. The Department of Transportation (DOT) physical exam card is valid up to two years. Therefore, employees with bus driving responsibilities must have a DOT physical exam at least every two years.

Employees will utilize their personal health insurance to cover the cost of the DOT physical exam. Reach-Up Inc. will cover the cost of the DOT physical exam if the employee's insurance does not cover the cost of the DOT physical exam or if there is a co-pay for the physical exam. St. Cloud Medical Group is Reach-Up Inc.'s vendor and employees must utilize this clinic when their insurance does not cover the DOT physical.

All other employees are required to have a physical exam completed within the first three months of employment. An employee who does not obtain the required physical examination within the first three (3) months of employment will be suspended without pay until receipt of signed physical form and may be subject to termination. Employees should schedule these required physical exam appointment during non-working hours if possible. Accrued sick leave may be used to cover time off during working hours if needed.

Employees without medical insurance coverage should schedule an appointment with Midwest Occupational Medicine located at the southside St. Cloud Medical Group campus. Employees not utilizing this preferred option will be reimbursed up to \$100.00 for the examination. A statement from the clinic stating the physical was completed and paid for by the employee must accompany the reimbursement request. Physical examinations which can verify fitness for employment and were completed within one year prior to employment may be accepted. Physical examinations are required every five (5) years and recommended every three (3) years after the initial examination.

Additional examinations may be necessary for health-related concerns or absences. A signed return to work notice is required from employees who have a medical procedure such as surgery or develop a chronic illness that affects their work. The signed release form must be in the main office prior to the employee returning to work.

Medical records are confidential and will not be disclosed to any person without the employee's expressed written consent except as required by the OSHA regulation or as may be required by law as appropriate.

26. PREDATOR OFFENDER

Reach Up Inc. is committed to maintaining a safe and healthy environment for students and staff and will take appropriate actions regarding predators convicted of crimes moving into areas where Early/Head Start classrooms are located.

Appropriate law enforcement agencies will fax Human Resources the Offender Fact Sheet, information relating to the release of a Level II or Level III predator moving into an area of a Reach Up Inc. classroom location. A hard copy will be mailed by appropriate law enforcement for distribution.

Human Resources is responsible to send a memo and Offender Fact Sheet to Early Childhood Education Coordinators. Early Childhood Education Coordinators are responsible to deliver the memo and offender fact sheet information to Teacher/Co-Teacher with Supervision of classrooms in the affected school attendance area requesting Supervisors to hold a meeting/inform staff members to review the memo and offender fact sheet. Coordinators will discuss with Teachers the need for additional security measures (e.g., locked door policy).

Early Childhood Education Coordinators will deliver in-town information and outlying classrooms will receive information by fax followed by a hard copy in the mail. Teachers/Co-Teachers will receive a copy of the offender fact sheet, but will not make copies, as Reach Up is prohibited from distributing copies of the offender fact sheet to anyone other than the supervisor of the classroom.

Information on predators will be posted nonconspicuously in the classrooms and in the break room at the main office. Questions from parents and others are referred to the appropriate Police Department:

Avon	320-356-7575
Big Lake	763-263-2500
Cold Spring	320-
Elk River	763-635-1260
Melrose	320-256-7211
St. Joseph	320-363-8250
Sauk Rapids	320-258-5341
St. Cloud	320-650-3681

Human Resources will work with Early Childhood Education Coordinators to locate the predator's registered address on a map and determine which centers reside relatively close to the predator's registered address. Human Resources will mail a letter to parents who child attends a center residing within a few blocks of the area. The letter informs parents that a Level II or Level III predator has moved into a neighborhood within the boundaries of Early/Head Start.

27. **PRIVACY REGULATIONS**

Reach-Up Inc. is required by HIPAA privacy regulations to protect the privacy of employees' health or related financial information. This information is referred to as "protected health information" or "PHI" for short.

Reach-Up Inc. will protect all PHI that was created or received on all employees: past, present, or future health conditions or flex payment requests for health care. Only PHI that is permitted or required by law will be released without written authorization. All other PHI that is used or disclosed require written authorization. Written authorization allows Reach-Up Inc. to disclose PHI in a specific situation. The employee may cancel the written authorization by contacting the Human Resources Coordinator. PHI will not be released after Reach-Up Inc. receives the cancellation.

The Accounts Payable Clerk, Fiscal Manager, Human Resources Coordinator, Health Services Coordinator, Health Specialist, Supervisors and Early Childhood Education/Transportation Coordinator with transportation responsibilities may have access to PHI and only to the extent necessary to perform their duties. All PHI will be stored in locked file cabinets.

The Executive Director serves as the Privacy Officer. If an employee believes the privacy rights have been violated, the employee must complete a HIPAA Privacy Complaint form and submit it to the Executive Director. The complaint will be investigated and appropriate disciplinary action will be taken if necessary. Sanctions may range from verbal warning to termination. The employee may also send a written complaint to the United States Secretary of the Department of Health and Human Services.

All HIPAA documentation will be retained for at least six years.

28. **PROBLEM RESOLUTION**

Dissatisfaction may arise because an employee does not know, understand or agree with certain policy interpretations or management decisions. Such dissatisfactions are commonly referred to as grievances. At Reach-Up Inc. we believe that if any employee has a grievance concerning wages/hours of work, or other terms or conditions of employment, the matter should receive consideration of all concerned.

An employee who feels aggrieved is urged to take the matter up immediately with his/her supervisor, both orally and in writing. The supervisor will investigate the grievance and respond within an agreed upon period of time. The investigation may consist of, but is not limited to, gathering information from other employees involved, reviewing company policy, and any other action necessary to become familiar with the situation.

If an employee is not satisfied with the response/decision from the immediate supervisor the employee is encouraged to go to the next level of supervision, both orally and in writing. This next level of supervision will also have an agreed upon period of time in which to investigate the issue and respond to you in writing.

If, after these steps are taken, an employee believes inadequate action has been taken to resolve the complaint, the employee is encouraged to contact the Human Resources Coordinator. A response to any reasonable complaint will be made within an agreed upon period of time. All necessary actions will be taken to settle the issue.

There will be no adverse action taken against a complaining employee as a result of making the complaint, regardless of the outcome of the investigation. If you have a problem that is more specifically addressed by the anti-harassment or anti-discrimination policies, please follow the procedures described there.

29. PROGRESSIVE DISCIPLINARY GUIDELINES

Reach-Up Inc. strives to maintain a competent, well-trained staff working in a stimulating environment. The goal of the following guidelines on progressive discipline is improved performance. When early preventive and corrective measures do not resolve performance concerns, supervisors will initiate the progressive disciplinary guidelines in order to correct performance problems. The Supervisor will consult with the Executive Director regarding actions to be taken. Disciplinary actions will generally proceed as follows (however, steps may be omitted when warranted):

1. Reminder Warning:

The following steps will be used if a supervisor elects to give a reminder warning:

- a. Inform the employee of the problem.
- b. Explain what is expected for improvement.
- c. Explain that further disciplinary action will be taken if a repeat violation or continuing inappropriate behavior occurs.
- d. Fill out a Disciplinary Action Form and send a copy to Human Resources.

2. Written Warning:

The following steps will be used for a written warning if a reminder warning is not effective or if the supervisor believes that a written warning should be used as the first step for disciplinary action:

- a. Inform the employee of the problem.
- b. Explain what is expected for improvement and the time frame.
- c. Explain that suspension or termination may occur if the problem is not corrected or occurs again.
- d. Send a copy of the Disciplinary Action Form to the Human Resources Coordinator.
- e. The employee will be requested to sign the warning notice, acknowledging receipt of notice. Signature does not mean that they agree with the letter, only that they have received it.
- f. If the employee refuses to sign the warning, it should be given to him/her in the presence of another supervisor and both supervisors should sign the warning as witness of the employee's refusal to sign the notice.

3. Suspension:

The following steps will be used if a written warning was not successful or if the seriousness of the violation requires immediate suspension:

- a. Contact the Executive Director about the problem and for suspension approval.
- b. On a Disciplinary Action Form, document previous disciplinary actions leading to this suspension. The notice will also state that continued violations will result in further disciplinary action up to and including termination.
- c. Discuss the previous problems and the reasons for suspension with the employee.
- d. If the suspension approval is given, the employee will be suspended up to 5 days without pay. The supervisor may recommend indefinite suspension for further examination.
- e. No benefits will be paid to a suspended employee.

4. Termination:

Termination will be used if prior discipline was not effective or if the seriousness of the violation requires this action be taken immediately:

- a. Contact the Executive Director concerning the problem for termination approval.

- b. Document any appropriate action/behavior leading to the termination.
- c. The Executive Director will review the documentation and make a final decision regarding termination.
- d. After receiving approval for termination, the supervisor must notify the employee of the termination.
- e. The supervisor will complete a Disciplinary Action Form stating the nature of the violation, summarizing all of the previous steps of discipline, and including the effective date of discharge.
- f. The completed Disciplinary Action Form will be placed in the terminated employee's personnel file.
- g. Terminations will be presented to the Policy Council for approval.

Exception to the above termination policy involves the positions of Executive Director, Human Resources Coordinator and Fiscal Officer. The Board of Directors is responsible for the terminations of the Executive Director, Human Resources Coordinator and Fiscal Officer utilizing tools and procedures as determined by the Board.

NOTE: The above policy may vary if, in Reach-Up Inc.'s opinion, circumstances require it. The Supervisor may utilize a different format than the agency's Disciplinary Action Form to document steps taken during the disciplinary process. The employer retains the right to terminate employment for any reason in its discretion.

30. RESIGNATION AND LAYOFFS

Resignation or termination of employment may occur for reasons of retirement or employee preference. Layoffs will occur when it is necessary to reduce the work force. It is important that all employees understand the terms and conditions of their employment status. The employer is not in a position to guarantee or promise employment for any specified length of time. Employees have the right to terminate employment at any time and the employer retains the same right.

Resignation

To allow for the Employer to find a suitable replacement for a resigning employee, Reach-Up Inc. requests a written notice, including the reason(s) for leaving, last working day, and a forwarding address. The timeframes for proper notice are as follows:

1. Non-exempt employees should give at least a (2) two week notice
2. Exempt employees should give at least a (4) four week notice

Vacation time may not be taken during the notice period without prior approval.

The following defines termination dates:

1. Resignations: the last day worked.
2. Unavailable subs: the last day worked.
3. Layoffs: the day an employee refuses an offer of recall.
4. Leave of Absence: the day an employee notifies Reach-Up Inc. that he/she cannot return.
5. Involuntary Termination: the day Policy Council and/or Board approves the termination.

Amounts owed to Reach-Up Inc. by terminating employees will be deducted from the employee's final mileage reimbursement check.

Layoffs

Layoff is defined as termination of employment initiated by the Employer due to business interruptions beyond the control of the Employer, due to economic constraints and/or due to workforce reorganization. Employees will be laid off when funding of the program is decreased or discontinued. Staff not needed during summer months and other time periods will be laid off.

Layoff Procedure: The employee with the least length of service within a job classification, and with consideration of the individual's qualifications for a specific job, will be laid off first. The affected employee shall be notified in writing of the impending layoff.

Administration retains the right of reassignment.

If an employee refuses an offer of recall to his/her former position, this will be considered a resignation and the individual will no longer be considered on layoff status. Instead, he/she is considered to have terminated the employment relationship. Employees may be eligible for unemployment compensation during a layoff period. This is determined by the MN Dept. of Economic Security.

Temporary layoff/reduction in work hours

Reach-Up Inc. will continue to pay the agency's share of employee benefit premiums for staff members who are temporarily laid off or whose work hours are temporarily reduced during the summer months. This applies to employees who work 30 or more hours in their regular position.

31. **RETROACTIVE PAY**

Retroactive pay increases will be paid to all employees employed as of the effective date of the retroactive pay increase. Employees who terminate within the retroactive pay period will receive retroactive pay. This includes regular, vacation, holiday, sick and personal hours. Amounts under \$5.00 will not be paid out.

32. **RIGHT TO KNOW**

The Employee Right To Know Act of 1983 is intended to ensure that employees are aware of dangers associated with hazardous substances, harmful physical agents, or infectious agents that they may be exposed to in their workplace. Reach-Up Inc. has and will continue to evaluate its workplace for the presence of hazardous substances, harmful physical agents and infectious agents. Training will be provided to new employees and annually thereafter, concerning those substances or agents to which an employee may be exposed.

Written information (Material Safety Data Sheets) on hazardous substances, harmful physical agents or infectious agents are located in a three ring binder at all Reach-Up Inc. locations. At the main office, it is located on the top shelf above the mailboxes next to the Safety Manual. Emergency first-aid directions are included in the first aid kits at all Reach-Up Inc. locations.

Labeling requirements for containers of hazardous substance and equipment or work areas that generate harmful physical agents are, and will continue to be, followed in accordance to the Act. Employees have a conditional right to refuse to work under imminent danger conditions.

33. SAFETY

Reach-Up Inc. is committed to creating and promoting an environment for all individuals in which safe and healthful conditions will prevail and in which no one will suffer needless injury or illness. This will be accomplished through the involvement of the safety committee as well as the continuous efforts of all individuals.

SAFETY RULES

ALL WORKPLACE ACCIDENTS MUST BE REPORTED WITHIN 24 HOURS

1. Conduct daily safety inspection tours of work areas and recommend corrective actions if necessary.
2. Call 911 for emergencies. The Poison Control number is (800) 222-1222.
3. Keep walkways, stairways, and work sites clean and orderly.
4. Overloaded bookshelves, cords in walkways, and opened file drawers are not acceptable.
5. Know evacuation plans for tornadoes and fires in addition to where fire extinguishers are located.
6. Store toxic chemicals in a safe location, safe container, and labeled properly with the hazard information.
7. Immediately wipe up liquids when a spill occurs.
8. Ask for help when objects are too heavy to move and you believe it will cause a strain. Learn the proper lifting technique (lift with your legs, not the back).
9. Always wear a seat belt while in a vehicle whether you are a driver or passenger.
10. Drive defensively - take the weather and road conditions into consideration so as to arrive at your designation safely. If available, attend defensive driving classes.
11. Be alert of your health and well being. Stay home if you are ill. Maintain healthy habits on the job.
12. Always remember that your personal safety comes first. Know what to do when you encounter danger/violence during your workday.
13. Know the procedures for dealing with a threatening intruder.
14. When an emergency or accident occurs, report it immediately to your Supervisor.
15. Running, practical jokes, horseplay are not allowed on Reach-Up Inc. property.
16. Employees must know where the Material Safety Data Sheet (MSDS) book for their area is located.
17. Do not tamper with fire extinguishers. When you use a fire extinguisher, notify your Supervisor for a replacement.
18. Never block an exit or fire door.
19. Use a ladder when items are too high to reach. Never use a chair when reaching.
20. Extension cords must be inspected prior to each use. If any defects are present, the cord shall be taken out of service. Never use a cord that has been repaired with tape.

Reach-Up Inc. employees will work together to avoid unsafe acts and unnecessary accidents. If an incident or accident occurs, an investigation will be conducted as soon as possible after the incident or accident to acquire valuable information from interviews with near miss individuals, injured employees, and witnesses at incident/accident scenes. The investigation phase establishes relevant facts that occurred including when, where, why, and how. Supervisors are responsible to lead investigations and complete either an "Employee Report of Unsafe Conditions" form or a "Supervisor's Report of Accident" form, whichever form applies to the investigation. Supervisors must document investigative findings and submit reports to the Human Resources Coordinator to ensure that interim measures and long-term corrective actions are implemented properly.

When an accident requires non-emergency medical attention, the Human Resources Coordinator is to be contacted immediately. The Human Resources Coordinator will drive the injured employee to Reach-Up's workers compensation clinic (Midwest Occupational Medicine) for evaluation. The employee's supervisor will be notified by the Human Resources Coordinator and directed to initiate the investigation and corresponding documentation. During the investigation phase, the Human Resources Coordinator, Supervisor, and witnesses will consider all possible incident/accident causes so the real problem(s) will be identified and corrective actions implemented immediately.

Procedure for Classroom Safety Checks—for each classroom:

1) Teachers will complete safety checklists on a daily basis and submit those checklists to the Education Coordinator at the end of each month*.

2) Education Coordinators will complete safety checklists twice per academic year*.
...to insure monitoring by a “second set of eyes”,

3) Members of the Safety Committee will complete safety checklists three times per academic year*.
...to insure monitoring by a “third set of eyes”.

* Immediate concerns are reported to the Education Coordinator and Safety Chairperson by the end of that class day on the “Report of Unsafe Conditions” form. The Education Coordinator or the Safety Chairperson must address the issue no later than 24 business hours from receiving the report.

34. **SMOKE-FREE ENVIRONMENT**

Reach-Up Inc. promotes the healthy development of the children and families it serves. Because of this philosophy and the considerable evidence that environmental tobacco smoke is harmful to children and adults, Reach-Up Inc. will promote a smoke-free environment at all of its locations, in its vehicles and during all activities sponsored by the agency. This includes a smoke-free zone around each site location.

Sponsored activities include, **but are not limited to**, field trips, neighborhood walks, family days, volunteer events, recruitment events, parent meetings, year end celebrations and all related events.

Employees are role models for children and families, therefore Reach-Up Inc. staff will not smoke in front of children and families. The only situation under which this does not apply is during a presentation or field trip related to American Indian cultural customs in which tobacco is utilized.

Reach-Up Inc. may provide educational and wellness activities, such as smoking cessation programs for adults, to promote this policy among staff and parents.

Reach-Up Inc. employees who smoke will do so during breaks and will do so off Reach-Up Inc.'s premises. These premises include buildings, outdoor play areas, parking lots and sidewalks in front of and around each site. The main office premises include Reach-Up Inc.'s parking lot and the sidewalk around the leased building.

35. SOCIAL MEDIA USE BY EMPLOYEES

Reach Up Inc. recognizes that employees may have personal accounts on Facebook, Linked-In, MySpace, Twitter, Web-based email accounts such as Gmail, Hotmail and Yahoo! mail and the like (collectively, "Social Media"). Personal use of Social Media must be reserved for non-work hours.

The line between personal and professional relationships must be maintained within a social media context. Employees shall not engage in personal relationships with families and students utilizing social media. When employees choose to join or engage with Reach Up Inc's families, students, or fellow employees in a social media context that exists outside those approved by the Executive Director or designee, they are expected to maintain clear professional boundaries as Reach Up employees and to observe data privacy laws and requirements. Employees also have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting.

All employees are expected to serve as positive ambassadors for Reach Up Inc. and to remember they are role models to students and families in the appropriate community. An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines set forth in this policy or that reflects negatively on the employee's role as a Reach Up Inc. employee may be subject to discipline, up to and including termination. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information or information that violates other rights of a third party.

Because readers of social media networks may view the employee as a representative of Reach Up Inc., Reach Up recommends that employees observe the following rules when posting on any social media networks:

- a. Employee use of any social media network and an employee's postings, displays, or communications on any social media network must comply with all state and federal laws and any applicable Reach Up Inc. policies.
- b. Employees must be respectful and professional in all communications (by word, image or other means).
- c. Employees should not use obscene, profane or vulgar language on social media networks.
- d. Employees shall not engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity or the inappropriate use of alcohol, illegal drugs, sexual behavior, sexual harassment, or bullying.
- e. Employees should not use their Reach Up Inc. e-mail address for communications on public social media networks.
- f. Employees must clearly state that any views expressed are the employee's alone and do not necessarily reflect the views of Reach Up Inc.
- g. Employees may not act as a spokesperson for Reach Up Inc. or post comments as a representative of Reach Up Inc.
- h. Employees shall not disclose information on any social media network that is confidential or proprietary to Reach Up Inc, its students, employees or that is protected by data privacy laws.
- i. Employees shall not use or post Reach Up's logo or images on any social media network.
- j. Employees shall not post or tag images on any social media network of co-workers without the co-workers' consent, except for images taken in the public arena.
- k. Employees shall not post or tag images of students on any social media network.
- l. Employees shall not post any nonpublic images of Reach Up's premises and property, including floor plans.

Employees who participate in social media networks may decide to include information about their work with Reach Up Inc. as part of their personal profile, as it would relate to a typical social conversation. This may include:

- a. Work information included in a personal profile, to include Reach Up name, job title, and job duties.
- b. Status updates regarding an employee's own job promotion.
- c. Personal participation in Reach Up-sponsored events, including volunteer activities.

36. STANDARDS OF CONDUCT

Reach-Up Inc. expects standards of conduct from all employees, volunteers and non-employees in their work with families, children and the community.

Employees, volunteers and non-employees doing work on behalf of Reach-Up Inc. will:

1. Uphold and implement the mission statement and core values of Reach-Up Inc.
2. Respect and promote the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, sexual orientation or disability.
3. Follow program confidentiality policies concerning information about children, families and other staff members.
4. Not leave any child alone unsupervised while under their care.
5. Use positive methods of child guidance and will not engage in corporal punishment, emotional or physical abuse or humiliation. They will not employ methods of discipline that involve isolation, the use of food as punishment or reward or the denial of basic needs.
6. Follow all agency policies and procedures while representing Reach-Up Inc.

The following conduct is prohibited and will subject the individual involved to disciplinary action, up to and including termination.

1. Reporting to work under the influence of alcohol and/or illegal drugs and narcotics or the use, sale, dispensing, or possession of alcohol and/or illegal drugs and narcotics on Reach-Up Inc.'s property.
2. The use of profanity or abusive language.
3. The possession of firearms or other weapons on Reach-Up Inc.'s property or during the course and scope of employment.
4. Insubordination or the refusal by an employee to follow management's instructions concerning a job-related matter.
5. Fighting or assault on a co-worker or client.
6. Theft, destruction, defacement, or misuse of Reach-Up Inc.'s property or of another employee's property.
7. Falsifying or altering any Reach-Up Inc. record or report, such as an application for employment, a medical report, a time card, etc.
8. Threatening or intimidating management or co-workers.
9. Failure to abide by safety rules and policies.
10. Engaging in any form of sexual harassment.
11. Improper disclosure of confidential information.

The above examples are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing.

37. SUBSTITUTES: SHORT AND LONG-TERM

Short-term substitutes are assigned to work 90 days or less. Short-term substitutes are not eligible for paid time off or insurance benefits.

Long-term substitutes are hired to work over 90 days. Long-term substitutes are eligible for holiday and sick leaves. Accrued sick time may be used while employed as a long-term substitute and will continue to accrue if the long-term substitute is hired as a regular employee. Long-term substitutes are not eligible for insurance benefits.

38. SUPERVISION OF CHILDREN

Reach-Up Inc. has a zero tolerance policy on children being left alone. Under no circumstance is any child to be left alone for any reason. Any child left alone on the bus, in the classroom, gym, etc. will result in the immediate unpaid suspension and possible termination of the employee responsible. While the employee is on the unpaid suspension, the Executive Director and Human Resources Coordinator will complete an investigation. Upon completion of the investigation the employee responsible could be terminated immediately. This includes all employees of Reach-Up Inc. There are no exceptions to this policy.

The Department of Human Services licensing requirement of Rule 3 states specifically that children are to be supervised at all times. "Supervision" occurs when an employee is within sight and sound of a child at all times so that the employee can intervene to protect the health and safety of the child.

39. **TRANSPORTATION**

Vehicle Usage

Employees shall use agency vehicles for work purposes only. A valid MN driver's license is required for all drivers. Seat belts must be worn by all drivers and passengers. Only the number of passengers the vehicle is intended for may ride in the vehicle. Odometer readings are recorded on the Trip Report Form (located in all vehicles) at the start and finish of each trip. Employees must obey all traffic laws and are responsible for paying all traffic violation tickets while driving Reach-Up Inc.'s vehicles. Traffic violations must be reported to the Early Childhood Education/Transportation Coordinator. Hitchhikers cannot be picked up.

Drivers shall remove all litter from vehicles after each use and fill the gas tank if there is less than half a tank left. Employees will turn in gas receipts to the Accounts Payable Clerk. All employees must exercise safety and drive defensively at all times. Vehicle mileage logs and pre-inspection checklists will be turned in to the Early Childhood Education/Transportation Coordinator.

Staff will sign up for agency vehicles on the calendars provided at the main office. Employees must receive the Executive Director's permission when an agency vehicle needs to be kept overnight at his/her home. Priority for agency vehicles will be given to employees who:

1. transports families
2. travels the longest distance
3. travels out-of-town travel
4. travels in-town.

The Early Childhood Education/Transportation Coordinator will assign a First Fuel Bank number to employees using agency vehicles and will orient staff on how to use this service. Staff can obtain vehicle keys in the Transportation Office at the main office. After use, the key must be returned as soon as possible. One set of keys is always maintained at the main office.

Reach-Up Inc. maintains towing insurance on all agency vehicles except buses. In the event of a vehicle breakdown, employees should contact the main office and then call any towing company on the vendor list. Buses are kept in storage for the summer except when needed for program use.

Driver Insurability/Violations

A MN Department of Public Safety Driver License Commercial Inquiry is completed on all Bus Drivers prior to employment and annually thereafter by the Early Childhood Education/Transportation Coordinator. The MN Department of Public Safety uses the National Driver Register on all CDLs. All other applicants and staff may be subject to a motor vehicle report.

To determine driver acceptability, Reach-Up Inc.'s insurance carrier considers the employee's driving record, loss or claim history, and driving experience. Drivers who have received any one of the following serious violation tickets within the past three years are not driver acceptable:

1. DWUI/DWI – Drugs or Alcohol
2. Hit and run
3. Failure to report an accident
4. Negligent homicide using a motor vehicle
5. Driving while license is suspended or revoked
6. Using a motor vehicle of the commission of a felony
7. Operating a motor vehicle for the commission of a felony
8. Permitting an unlicensed person to drive
9. Reckless driving
10. Speeding ticket that is 25 mph above the posted limit
11. Illegal passing of a school bus
12. Other violations considered serious by state law
13. Two or more at fault accidents

A driver with more than two of the above serious violations committed between three and eight years ago is considered an unacceptable driver. Reach-Up Inc.'s insurance carrier will not insure these individuals. A driver with any combination of accidents and moving violations, which total three during the previous three years, is considered an unacceptable driver by Reach-Up Inc.'s insurance carrier. A driver with an international or foreign driver's license or a driver licensed less than three (3) years regardless of age is considered an unacceptable driver by Reach-Up Inc.'s insurance carrier.

Employees who are determined to be driver unacceptable will immediately stop driving all agency and personal vehicles during work hours for work related duties. Employees with an unacceptable driver status who need to drive to fulfill job responsibilities shall be reviewed on an individual basis for continued employment.

Employees will report all accidents to the police department and Early Childhood Education/Transportation Coordinator. It is necessary to get the other driver's name, license and car insurance company information.

Car Insurance

Employees who use their personal vehicles for agency business must have their vehicle insured. Reach-Up Inc.'s insurance company requires all employees to maintain at least \$100,000/\$300,000 auto liability limits on bodily injury, uninsured motorists, and underinsured motorists.

Employees who use their personal vehicles for agency business are required to submit proof of car insurance within the first two (2) weeks of employment and annually in August. An employee who does not submit proof of car insurance within the first two (2) weeks of employment will be suspended without pay for up to 5 days. After 5 days of suspension without pay and failure to submit proof of car insurance, an employee will be terminated. An employee who does not submit the annual proof of car insurance by September 15th will be suspended without pay for up to 5 days. After 5 days of suspension without pay and failure to submit proof of car insurance, an employee will be terminated.

Bus Drivers and Bus Aide/Early Childhood Assistants who do not use their personal vehicles for Reach-Up Inc. business may sign a waiver to the above required auto liability limits. Employees who sign a waiver cannot claim mileage reimbursement.

Reach-Up Inc. will carry general liability insurance that covers liability incurred by an employee in the course and scope of his/her employment with the agency. This insurance does not cover damage to an employee's car. An employee's injuries are covered by Reach-Up Inc.'s worker's compensation insurance.

Commercial Driver's License (CDL) With Passenger Endorsement

All Bus Drivers are required to have and maintain a CDL with passenger endorsement. The DOT physical for all CDL Drivers must be current and in driver's possession at all times. A copy must be submitted to the Early Childhood Education/Transportation Coordinator and will be kept in their personnel file.

40. TRAVEL/WORK TIME

Non-Exempt

Work Hours

All conference sessions and travel time to and from conferences is paid time.

Temporary Assignment Travel

Time spent by an employee in travel as part of work activity, such as driving from one Reach-Up Inc. location to another, is counted as hours worked. Time spent by an employee in travel to and from a temporary worksite location is counted as hours worked.

41. VIOLENCE IN THE WORKPLACE

The safety and security of all employees is of primary importance at Reach-Up Inc. Threats, threatening and abusive behavior, or acts of violence against employees, visitors, clients, or other individuals by anyone on Reach-Up Inc. property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. Reach-Up Inc. reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on company premises shall be removed from the premises as quickly as safety permits and shall remain off Reach-Up Inc. premises pending the outcome of an investigation. Following investigation, Reach-Up Inc. will initiate an immediate and appropriate response. This response may include, but is not limited to, reassignment of job duties, suspension and/or termination of employment and/or criminal prosecution of the person or persons involved.

All employees are responsible for notifying the Executive Director or Human Resources Coordinator of any threats that they witness or receive. Even without a specific threat, all employees should report any behavior they have witnessed that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on Reach-Up Inc. property. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. Reach-Up Inc. understands the sensitivity of the information requested and has developed confidentiality procedures that recognize and respect the privacy of the reporting employee.

42. WHISTLEBLOWING POLICY

It is the duty of every staff member to report to their Supervisor genuine concerns in relation to criminal activity, breach of a legal obligation (including negligence, breach of contract, breach of administrative law), miscarriage of justice, danger to health and safety or the environment, and the cover up of any of these in the workplace. This applies whether or not the information is confidential. Employees that do not feel the Supervisor is the appropriate person should approach the Human Resources Coordinator or Executive Director. Concerns will be handled in a fair and proper manner.

Reach-Up Inc. is committed to ensuring that all staff concerns of this nature will be taken seriously and investigated. A disclosure to Reach-Up Inc. will be protected if the staff member has an honest and reasonable suspicion that the malpractice has occurred, is occurring or is likely to occur. Staff raising concerns reasonable and responsible will not be penalized in any way. This policy does not protect staff that maliciously raise a concern they know is untrue.

43. WORK HOURS

Reach-Up Inc. will maintain office hours, 7:30 a.m. - 4:30 p.m., Monday through Friday. The work hours for full-day/full-year center-based program staff will be 6:30 a.m. – 2:30 p.m. and 9:30 a.m. – 5:30 p.m. Other staff may need to adjust their schedules to meet the needs of families utilizing this option. Hours of work for staff will be determined in conjunction with their supervisor.

The normal workday will consist of one 30-minute lunch break for employees who work 7+ hours per day and a paid 15-minute rest break for each four hours of work. The rest break is paid and must be taken during the workday. Breaks may not be saved up and taken at the end of the workday.

EMPLOYEE DEVELOPMENT

Reach-Up Inc. supports the professional and personal development of staff to improve and enhance the quality of the program. To achieve this goal, Reach-Up Inc. will provide training in a number of settings to promote professional growth and learning.

1. IN-SERVICES/STAFF MEETINGS

In-services and staff meetings are conducted to keep employees informed of organizational developments. Employees are required to attend in-services and staff meetings. It is the responsibility of the employee to contact the supervisor when he/she is unable to attend. Substitutes are highly encouraged to attend sub trainings provided by Reach Up.

2. WORKSHOPS/SEMINARS

Employees may attend workshops and seminars that are beneficial to the individual in their work and to the corporation. The Employer finances in part or whole the cost incurred for programs that are approved in advance by the supervisor and Executive Director. During a layoff period, pre-approved workshops and trainings will be paid by Reach Up Inc. but the time utilized for attending the trainings is unpaid time.

3. WELLNESS

Reach-Up Inc. promotes health and wellness for staff by allocating funds for wellness opportunities.

4. COLLEGE COURSEWORK

Reach-Up Inc. promotes education for all staff. Paid release time for educational purposes during regular work hours may be granted up to four hours per week, up to 156 hours during a twelve-month period.

Teacher Credentials

All Head Start Teachers, Early Head Start Teachers, and Home Visitors are required to have a four year degree. Current employees not meeting that requirement must demonstrate progress towards a four year degree in Early Childhood or related area by successful completion of six semester credits per year

Employees with a four year degree in an area other than Early Childhood must hold or be working toward the following:

1. Head Start Teachers must complete six semester credits per year in Early Childhood related courses until 30 credits have been attained.
2. Early Head Start Teachers must complete three semester credits per year in Early Childhood related courses until 30 credits have been attained.
3. Home Visitors must complete three semester credits in Early Childhood related courses until 15 credits have been attained (if holding a 4 year Social Work degree).
4. Home Visitors must complete three semester credits per year in Early Childhood related courses until 30 credits have been attained balanced between early childhood education and social work (if holding a four year degree other than Early Childhood Education or Social Work).

Tuition Reimbursement

Reach-Up Inc. supports the continuing education of its employees through partial tuition reimbursement for college coursework. Employees may access this benefit by submitting a written plan to the supervisor regarding the goal of the continuing education. This will include the type of degree, how it relates to the employee's position, other anticipated coursework and date of completion for the degree.

Reach-Up Inc. will reimburse 50% of the total fees for up to six credits per term as funding allows. Tuition paid by other sources, such as grants, scholarships or other educational awards, will not be reimbursed by Reach-Up Inc. Reach-Up Inc. also will not reimburse for any material/book fees. This

applies to both undergraduate and graduate tuition. Reach-Up Inc. will reimburse up to the rates currently charged at St. Cloud State University. The Executive Director must approve all tuition reimbursement requests.

The employee will pay the tuition and submit a request for reimbursement to the supervisor for payment by Reach-Up Inc. Keeping reimbursement is contingent upon successful completion of the course, a grade of "C-" or better or a "Pass" for a pass/fail course. Employees must submit a copy of the official grade report to the Human Resources Coordinator within 30 days of completing the course. If an employee does not successfully complete a course, the tuition reimbursement must be paid back to Reach-Up Inc. within a 30 day grace period.

Employees who enroll in college course work on or after August 26, 2008 and do not remain with Reach-Up Inc. for three calendar years following the course work completion will be required to repay any tuition paid on their behalf during the last 36 months of employment. Reach-Up Inc. will request repayment of tuition reimbursement for three years prior to the employee's termination date. Tuition reimbursement must be paid back to Reach-Up Inc. by the employee's termination date or on a schedule approved by the Executive Director. Staff who retire at age 62 years or older prior to completing the three (3) year work commitment, will have the balance due Reach-Up "forgiven".

Grandfather clause: Employees reimbursed for college course work prior to August 26, 2008 and do not remain with Reach-Up Inc. for one calendar year following the course work completion will be required to repay any tuition paid on their behalf during the last 12 months of employment. Reach-Up Inc. will request repayment of tuition reimbursement for one year prior to the employee's termination date. Tuition reimbursement must be paid back to Reach-Up Inc. by the employee's termination date or on a schedule approved by the Executive Director.

Employees enrolled in course work to maintain or improve skills required by their job responsibilities and not enrolled to obtain a college degree are not subject to repayment of tuition upon termination of employment. Continuing education purposes is considered training and therefore paid by the agency. Employees are allowed to submit only one college course training request per year.

5. PERFORMANCE REVIEWS

Reach-Up Inc. values each employee. Reach-Up Inc. believes this value is demonstrated by regular review of their performance, work skills and accomplishment of goals. This happens in a supportive relationship between the employee and supervisor and provides feedback for both.

A performance review generally will be given after the first three months of employment and normally annually thereafter by the supervisor. The performance review provides an opportunity to reflect upon an employee's job description, job responsibilities, job standards, and expectations.

The performance review is a clear, open and honest two way discussion between the employee and supervisor. This allows an employee to receive regular, accurate, and clear feedback on job performance.

The Board of Directors is responsible for the orientation period review and the annual performance evaluations of the Executive Director utilizing tools and procedures as determined by the Board. The Executive Director is delegated the responsibility by the Board for the orientation period review and the annual performance evaluations of the Human Resources Coordinator and Fiscal Officer utilizing tools and procedures determined by the Board.

The current and past four years performance reviews will be maintained in the employee's personnel file.

6. PROMOTIONS/TRANSFERS

Reach-Up Inc. encourages employees to grow professionally and pursue promotional opportunities or lateral moves of job positions. A promotion is defined as moving from one wage level to a higher wage level. A lateral move is changing job positions while remaining in the same wage level.

Provided the employee's performance is meeting or exceeding performance expectations in their current position, the supervisor and employee will discuss the employee's interest in promotional opportunities and lateral moves during the annual performance review. The supervisor will set goals with the employee to obtain additional education or training by attending classes, seminars, workshops and acquiring relevant degrees. Training may include learning the duties of the position they would like to obtain and performing these duties during the absence of the employee currently holding the position.

The employee's progress acquiring additional skills will be reviewed during the annual review. Employees must have the qualifications and skills required for the desired job. In addition, the employee must have successfully completed the orientation period in the current position. If an opening occurs, the promotion or lateral move is not guaranteed to the employee. Reach-Up Inc. will follow its hiring policies and procedures to determine the most qualified individual for each position.

If an employee transfers jobs due to a promotion or lateral move, the employee will complete a three-month orientation period and receive a performance review. Benefits and years of service transfer with employees and provisions of the orientation period do not apply. Pay for transferred employees will reflect the wage scale of that job position.

Supervisors will provide support to employees who want to remain in their positions and encourage them to learn as much as possible for high quality job performance. Supervisors will encourage employees to obtain continuing education by attending classes, seminars, workshops and acquiring relevant degrees to stay up to date in their current positions. Each employee will set goals for achieving growth and learning in their current position. Supervisors will review each employee's progress toward professional growth and development during the annual review.

EMPLOYEE BENEFITS

This section describes the current benefits that are offered by Reach-Up Inc. Reach-Up Inc. reserves the discretion to change the benefits at any time without notice. Summary plan descriptions are provided for these plans. In the event of a conflict between this handbook and the summary plan description or the plan, the summary plan description or the plan will control.

All insurance premiums are due to insurance companies by the 1st of each month. Therefore, Reach Up Inc. deducts premiums from employees' earnings during the month prior to pay for insurance bills by the 1st of each month.

1. INSURANCES

A. MEDICAL COVERAGE

A medical insurance plan is available to employees who are regularly scheduled to work 30 or more hours per week. The coverage will begin one month after employment. The one month waiting period shall be waived for employees who are laid off and rehired within six (6) months.

The Employer will pay for a percentage of the monthly premium and the remaining percentage is paid by the employee through payroll deductions. Payments, in equal amounts, are taken out of two paychecks each month on a 9 or 12 month basis. Reach-Up Inc. will charge employees for the first month of health insurance based on the contract with the insurance carrier. If an employee cancels health insurance during the month, he/she shall be responsible for paying his/her part of the full month's premium.

In the event both **spouses and** same sex domestic partners are employed by Reach-Up Inc. **they may elect** family, couple or single health insurance coverage(s) ~~will be provided to the employees.~~ An employee with a domestic partner who is not a common-law spouse and does not qualify as a dependent under the Internal Revenue Code is taxed on health care coverage paid for by the employer.

Employees receiving the decline rate in lieu of health insurance prior to 01/01/09 will continue to do so. After 01/01/09, no new employee or current employee opting out of health insurance coverage will receive the decline rate. The option for the decline rate was eliminated as of 01/01/09.

Medical insurance may be carried for up to 18 months (COBRA Rights) after termination of employment if the employee prepays his/her own premium. The Human Resources Coordinator works with OptumHealth to provide continuation of coverage.

B. DENTAL COVERAGE

All tiers of dental insurance are available to employees who are regularly scheduled to work 30 or more hours per week. The coverage will begin on the 1st of the month with a minimum waiting period of one month. The Employer pays the entire premium.

In the event both spouses **and same sex domestic partners** are employed by Reach-Up Inc. **they may elect** family, couple or single health insurance coverage(s) ~~will be available to the employees.~~

Dental insurance may be carried for 18 months (COBRA Rights) after termination of employment if the employee prepays his/her own premium. The Human Resources Coordinator works with OptumHealth to provide continuation of insurance.

C. TERM LIFE

*Basic

Term life insurance is provided for all employees who are regularly scheduled to work 30 or more hours per week. The coverage will begin on the 1st of the month with a minimum waiting period of one month. The Employer pays the entire premium for the employee. The value of the life insurance policy is pro-rated by age. The current Certificate of Insurance specifies the monetary benefits.

Basic life insurance may be carried for 18 months (COBRA Rights) after termination of employment if the employee prepays his/her own premium. ~~Contact~~ The Human Resources Coordinator works with OptumHealth to provide continuation of insurance.

*Voluntary

New employees working 17.5 or more hours per week may apply for voluntary term life insurance for themselves, spouse and children. The application must be completed within the first 30 days of employment. Term life insurance may be purchased in increments of \$10,000 to a maximum of \$300,000. If employee insures self, then he/she may purchase voluntary life for spouse at 50% of employee's insured amount to a maximum of \$150,000. If employee insures self, then he/she may purchase voluntary life for children at 10% of employee's insured amount to a maximum of \$10,000.

When employees marry, term life insurance may be purchased on spouses within 30 days of the marriage. Coverage for newborns begins on the 15th day after birth. You may add child term life insurance within 30 days of the birth or adoption of a child.

Premiums are automatically deducted from the employee's payroll on an after tax basis. Deductions for voluntary life insurance are deducted on a 9 month or 12 month basis.

D. VOLUNTARY SHORT-TERM DISABILITY

Short-term disability insurance is available to employees who are regularly scheduled to work 17.5 or more hours per week. Short-term disability insurance provides employees with an income when an injury, sickness or pregnancy results in continuous total disability. Employees may purchase short-term disability insurance for monthly benefits amounts ranging from 40-66% of their gross income. The cost of short-term disability varies depending on the elimination period and monthly benefits the employee selects.

These premiums are automatically deducted from the employee's payroll on an after tax basis. Deductions for disability insurance are deducted on a 9 month or 12 month basis.

Eligibility will begin on the 1st of the month with a minimum waiting period of one month. When the employee cancels the short-term disability insurance, it will cancel at the end of the month.

E. VOLUNTARY LONG-TERM DISABILITY

Voluntary long-term disability insurance is available to employees who are regularly scheduled to work 25 or more hours per week. Long-term disability insurance may provide employees with an income in the event of a disability. Employees may purchase long-term disability insurance for monthly benefit

levels in units of \$100, from a minimum of \$100 to the lesser of \$5,000 or 60% of basic covered monthly pay, rounded to the next lower \$100.

Eligibility will begin on the 1st of the month with a minimum waiting period of one month. A 90 day waiting period applies. When an employee cancels the long-term disability insurance, it will cancel on the employee's last day of work.

These premiums are automatically deducted from the employee's payroll on an after tax basis. Deductions for disability insurance are deducted on a 9 month or 12 month basis.

F. OTHER VOLUNTARY OPTIONS

Reach Up Inc. offers the following voluntary insurances to employees who are regularly scheduled to work 17.5 or more hours per week: accident care, cancer, critical illness, term life, and universal life. These premiums are automatically deducted from the employees' payroll on an after tax basis. Deductions for voluntary options are deducted on a 9 month or 12 month basis.

The coverage will begin on the 1st of the month with a minimum waiting period of one month. When the employee cancels a voluntary insurance, it cancels at the end of the month.

2. FLEX PLAN

The flex plan is a nontaxable benefit designed to reduce your wages for health insurance and reimbursement accounts (eligible health and dependent care expenses) on a before tax basis. The wages shown on the W-2 form will not include any contributions made through the flexible benefit plan. Employees must work 17.5 or more hours per week to be eligible to participate in the plan.

Employees may elect to participate in the flex plan within 30 days after employment and thereafter on an annual basis during open enrollment. Open enrollment is for a two week period following Board approval of the health insurance contract. Employees may file a new election if they have a change in family status or a change in employment status.

Employees have until March 31 to submit receipts for health care expenses that occurred **during the previous fifteen (15) months** and dependent care that occurred during the previous calendar year. Any balance remaining in a participant's reimbursement account(s) will be forfeited on March 31.

3. RETIREMENT SAVINGS PLAN

Reach-Up Inc. provides a Retirement Savings Plan to supplement employees' future retirement income from savings, Social Security, and other sources.

The plan is funded in the following ways:

401(k)

Eligible employees may elect to make tax-deferred payroll contributions to the plan. Employees may contribute up to the maximum dollar limitation allowable under the law. Funds contributed in this way are 100% vested and employees direct their investment. To become eligible to participate in the plan, an employee must complete one year of service with the Employer, accumulate 1000 or more paid hours and be at least 18 years of age. After meeting the eligibility requirements, employees will enter the plan on the first day of the plan quarter (January, April, July or October). The 401(k) employer contribution will be a percentage match of the employee's contribution. The Employer will determine the matching percentage prior to the beginning of the plan year.

Profit Sharing

At the end of each plan **grant** year, Reach-Up Inc. will make a **budgeted year end** profit sharing contribution which is made on behalf of each eligible employee. The employer contribution is made to the 401(k) match before it is made to the profit sharing account. Funds contributed to profit sharing are 100% vested after two years of service and investment will follow the 401(k) allocations. To become eligible to participate in the plan, an employee must complete one year of service with the Employer, accumulate 1000 or more paid hours and be at least 18 years of age. After meeting the eligibility requirements, employees will enter the plan on the first day of the plan quarter (January, April, July or October).

4. SOCIAL SECURITY/MEDICARE

A certain percentage of the employee's wages is deducted each payday for Social Security/Medicare. The Employer contributes an equal amount.

In addition to retirement benefits, Social Security provides survivor benefits to eligible dependents, disability benefits and Medicare benefits for the disabled or aged.

5. TIME OFF WITH PAY

Time off with pay will only be paid on days employees are scheduled to work and cannot exceed an employee's number of work hours per day. Any exceptions to this must be approved by the Executive Director.

A. VACATIONS (with the exception of Teachers working <12 months)

Full time and part time employees are eligible for annual vacations. **Effective 04/01/12**, Teachers employed <12 months receive a **equivalent salary adjustment in lieu of vacation (see Step Increases below)**. Employees, including year round Teachers, receive paid vacation according to the following schedule:

Length of Service: Start of Employment to 2 nd Year		
Weekly Work Hours	Months Worked Per Year = 9	Months Worked Per Year = 12
30-40	72 hours	96 hours
17-29	53 hours	70 hours
0-16	29 hours	38 hours

Length of Service: Start of 2 nd Year to 5 th Year		
Weekly Work Hours	Months Worked Per Year = 9	Months Worked Per Year = 12
30-40	108 hours	144 hours
17-29	78 hours	104 hours
0-16	44 hours	58 hours

Length of Service: Start of 5 th Year to 10 th Year		
Weekly Work Hours	Months Worked Per Year = 9	Months Worked Per Year = 12
30-40	126 hours	168 hours
17-29	92 hours	122 hours
0-16	50 hours	67 hours

Length of Service: Start of 10 th Year		
Weekly Work Hours	Months Worked Per Year = 9	Months Worked Per Year = 12
30-40	144 hours	192 hours
17-29	92 hours	122 hours
0-16	50 hours	67 hours

Step Increases Only Teachers employed <12 months	
Step 1 Length of Service: Start of 2 nd Year to 5 th Year	
Step Increase	
\$400.00	

Step 2 Length of Service: Start of 5 th Year to 10 th Year	
Step Increase	
\$300.00	

Step 3 Length of Service: Start of 10 th Year	
Step Increase	
\$300.00	

On April 1st of each year, employees will be notified of the number of vacation hours they are entitled to for the upcoming year. Employees have an entire year to use their vacation hours. Vacation hours must be used between April 1st of the current year and March 31st of the following year. **Vacation hours not used by 3/31 will be forfeited.**

Employees on FMLA status will not have their vacation hours prorated. Employees on other leave of absence, greater than 30 days, or hired after April 1st will have their vacation prorated accordingly. New employees with a hire date between the 1st and the 15th of a month will be allocated vacation hours for that month. New employees with a hire date between the 16th and the end of a month will not be allocated vacation hours for that month.

When an employee has an increase in weekly hours for more than 90 days, paid vacation time may increase dependent upon whether the increase changes the employee's placement on the current vacation schedule/step. Any additional vacation time will be prorated based upon when, during the year, the increase occurs. Any additional vacation time will be awarded at the beginning of the revised (>90 days) work schedule. Paid vacation time does not increase with an increase in weekly budgeted hours of 90 days or less.

Two weeks of the allocated vacation time for full day/full year teachers and assistants are assigned. FD/FY employees are assigned one week of vacation in July and one week of vacation in December. Any remaining vacation time may be taken throughout the year with supervisor approval.

All vacation for remaining classroom assistants and bus drivers is assigned. All other employees with unassigned vacation hours may use them at their discretion with their supervisor's approval.

Employees may not receive vacation pay instead of actually taking the time off. Unused vacation hours will not be paid out at the end of a year. Unused vacation hours will not be paid out when employees terminate employment with Reach-Up Inc.

Employees are eligible for vacation time after the orientation period has been successfully completed. The Supervisor must approve all vacation requests.

B. HOLIDAYS

The following are paid observed holidays by the employer:

- * New Years Eve Day
- * New Years Day
- * Martin Luther King Day
- * President's Day
- * Spring Reach-Up Break (2 days)
- * Memorial Day
- * Independence Day
- * Labor Day
- * Fall Reach-Up Day
- * Thanksgiving Day
- * Day after Thanksgiving
- * December 24th
- * December 25th

Employees are eligible to receive holiday pay only for holidays on which they would normally be scheduled to work, pro rated based on the number of hours he/she is budgeted for. Employees are eligible for holidays during their orientation period.

Employees who terminate their employment with Reach-Up Inc. must work the days immediately preceding and following the day on which the holiday is observed to receive holiday pay.

A holiday that occurs on a Saturday or Sunday will be observed on the preceding Friday or following Monday, as determined by the Executive Director.

Employees may take a day off for religious holidays if prior approval has been obtained from the Supervisor. Employees may use available paid vacation or personal leave or take unpaid time off.

C. SICK LEAVE**

Regularly scheduled employees are eligible for paid sick leave. Employees earn sick leave at a rate of hours worked times .0462 per pay period. Employees are eligible for sick leave during the orientation period.

Paid sick time cannot be borrowed before it has accrued. A maximum of 600 hours may be accumulated and no additional days may be earned until the accrued sick days fall below 600 hours. Employees whose employment is terminated for any reason will not receive sick leave pay for unused sick leave hours.

Paid sick time includes illness and injury, dental and medical appointments, illness in the immediate family or daycare provider. Immediate family members are defined under the conflict of interest policy. The supervisor may approve circumstances involving other relatives.

Employees must notify their supervisor as soon as possible if an illness or injury occurs which will cause an absence from work. Absences must be reported on a daily basis to your supervisor unless an extended absence is reported to Reach-Up Inc. The Supervisor must contact the Human Resources Coordinator if the employee misses more than three (3) consecutive days of work due to illness and/or injury. FMLA and Return To Work forms will be sent to employees missing more than three (3) consecutive days of work. Consultation with Health Services Coordinator or Health Specialist may be utilized to determine if a physician statement and FMLA paperwork is required.

Employees who accrue more than 500 hours may exchange any additional hours over 500 for vacation leave hours. The exchange rate is three (3) hours of sick leave for one (1) hour of vacation time. Supervisors must be informed in advance about the desired exchange and give approval by signing the employee's time card. These converted hours cannot be accrued or used upon notice of termination.

Employees may donate sick leave if their donation does not cause their balance to go below 200 hours. Any amount the employee has over 200 hours may be donated. Employees who have used all their sick leave may request sick leave from other employees. In addition, employees must have exhausted all other paid leaves (holidays excluded) prior to requesting sick hour donations from other employees. Employees must use the email system to request sick leave from all employees. The email must include the number of hours requested by pay period. Employees must reply to the email request using the email system and fill out a sick leave donation form **that must be submitted to their Supervisor for approval.** Employees can donate sick leave up to the amount the person is requesting.

The individual donating sick hours must be employed at the time the donated hours will be used. Sick hours cannot be donated before the pay period they are used.

**Unless otherwise approved by Supervisor, Teachers and Classroom Assistants must take leave in full or half day increments.

D. PERSONAL LEAVE**

Employees will receive paid personal leave according to the following schedule:

Work hours per week	Paid Personal Time
30 - 40	16 hours per year
17 - 29	8 hours per year
0 - 16	4 hours per year

Paid personal time does not increase or decrease with a temporary increase or decrease in work hours. Personal time changes when there is a permanent increase or decrease in work hours.

Personal leave does not accumulate. Employees have an entire year to use their personal hours. Personal hours must be used between April 1st of the current year and March 31st of the following year. Unused personal hours will be transferred to sick leave hours. Employees are eligible for personal days after completing the orientation period. All personal leave requests must be approved in advance by the supervisor. Employees whose employment is terminated for any reason will not receive personal leave pay for unused personal leave hours.

E. BEREAVEMENT LEAVE**

A paid leave of absence of up to five (5) work days will be granted to an employee in case of a family death as defined under the "Conflict of Interest" policy. Bereavement hours may be used between April 1st of the current year and March 31st of the following year. Bereavement hours do not accumulate.

The employee shall contact his/her Supervisor prior to the bereavement leave. This leave may be extended with the approval of the Supervisor. Employees are eligible for bereavement leave during the orientation period.

**Unless otherwise approved by Supervisor, Teachers and Classroom Assistants must take leave in full or half day increments.

F. JURY DUTY**

Employees will be excused from their regularly scheduled hours for jury duty. Initial notice of jury duty obligation documentation must be submitted to supervisors for verification purposes. When an employee is released early by the court, the employee shall notify the Supervisor of his/her availability to return to work.

Employees will receive their regular rate of pay from Reach-Up Inc. for working hours spent on jury duty. Employees will write a personal check to Reach-Up Inc. for the court's payment for that period.

G. ELECTION JUDGE**

An individual who is selected to serve as an election judge pursuant to section 204B.21, subdivision 2 may, after giving an employer at least 20 days' written notice, be absent from a place of work for the purpose of serving as an election judge without penalty.

The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. An employer may restrict the number of persons to be absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.

Employees will receive their regular rate of pay from Reach-Up Inc. for working hours spent as an election judge. Employees will write a personal check to Reach-Up Inc. for the court's payment for that period.

**Unless otherwise approved by Supervisor, Teachers and Classroom Assistants must take leave in full or half day increments.

6. TIME OFF WITHOUT PAY

A. FAMILY AND MEDICAL LEAVE

Reach-Up Inc. continues to comply with the Family and Medical Leave Act (FMLA) by implementing revised regulations effective with the 2010 National Defense Authorization Act. Reach Up posts mandatory FMLA Notices in its various locations and communicates with new employees upon hiring provisions with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA).

1. Leave Entitlement

Eligible employees are entitled to twelve (12) workweeks of leave, or up to twenty-six (26) workweeks of military caregiver leave to care for a covered servicemember with a serious injury or illness, during any twelve month period for one or more of the following:

- a) Birth of a child of the employee
- b) Adoption or placement of a child under foster care with the employee
- c) Care for a spouse, child, parent, or other relations (listed under Reach Up's Conflict of Interest policy) of the employee with a serious health condition
- d) Employee is unable to perform job functions because of a serious health condition
- e) Leave during family member's active duty – employees who have a spouse, parent, child or other relation who was deployed or called to active duty in a foreign country in any branch of the Armed Forces may take up to 12 weeks of FMLA leave yearly when they experience a "qualifying exigency"
- f) Military caregiver leave to care for an ill or injured servicemember – employees who are the spouse, parent, other relations, or next of kin of a servicemember who incurred a serious injury or illness on active duty in any branch of the Armed Forces may take up to 26 weeks of leave to care for the injured service member in one 12-month period (in combination with regular FMLA leave). The prior military service must have occurred within 5 years of the medical treatment which caused the need for caregiver leave.

A child is defined as a biological, adopted, foster child, stepchild, a legal ward or a child of a person standing in loco parentis. The child must be under 18 years of age or may be older and incapable of self-care due to a mental or physical disability. A parent is defined as the biological parent of any employee or an individual who stood in loco parentis to an employee when the employee was a child. The definition of spouse is husband or wife, as the case may be. Other relations are defined under Reach Up's Conflict of Interest policy.

Serious health condition is defined as an illness, injury or impairment or physical or mental condition that involves: inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

2. Expiration of Entitlement

The entitlement to leave shall expire at the end of twelve months from the first day of leave taken under the Family and Medical Leave Act.

3. Leave Entitlement Requirements

Employees are entitled to FMLA leave as described above after completing twelve months of employment with Reach-Up Inc. and working 1,250 hours in the past twelve month period.

4. Consecutive, Intermittent or Reduced Leave

Reach Up captures FMLA leave in 12 consecutive weeks, in intermittent leave (take a day periodically when needed over the year) or, under certain circumstances, in reduced workday hours or reduced workweek days. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) over a 12 month period.

Reach Up maintains the right of assignment and may agree to temporarily transfer an employee on intermittent or reduced schedule leaves to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule leaves. Intermittent leave or reduced work schedule may only be approved when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition. Reach Up may also consider/agree to a request for a temporary transfer/reduced schedule from an employee.

~~Employees taking leave for a serious health condition or for a serious health condition of a family member should try to reach an agreement with Reach Up before taking intermittent leave or working a reduced hourly schedule. If this arrangement is not possible, employees must prove that use of such leave is medically necessary.~~

5. Requirement of Notice

Employees shall submit to the Executive Director a written leave request at least 30 days in advance when possible. Requests will include estimated beginning and ending dates of leave. Within two (2) weeks of the leave beginning, the employee shall submit to his/her supervisor the exact leave dates and the number of paid (sick, personal, vacation) versus unpaid time that comprise the leave period.

6. Paid/Unpaid Leave

The twelve weeks of leave provided under this policy is to be unpaid leave. Employees must use vacation, sick and personal leave prior to any unpaid time. Sick leave must be used before vacation and personal leaves. Employees requesting sick hour donations from other employees must have exhausted all paid leaves (holidays excluded) prior to requesting sick hour donations from other employees.

7. Certification

*Employee's Serious Health Condition

*Family Member's Serious Health Condition

Reach-Up Inc. will require that a request for leave provided above be supported by a certification issued by the health care provider of the eligible employee or family member. The employee shall provide **no later than 10 days after the occurrence** in a timely manner, a copy of such certification to Reach-Up Inc.

The certification shall include information that the employee is unable to perform the functions of the position held by the employee, the date on which the serious health condition commenced, the probable duration of the condition, and appropriate medical facts within the knowledge of the health care provider regarding the condition. In the case of certification for intermittent or leave on a reduced leave schedule, the certification must state the dates on which such treatment is expected to be given and the duration of such treatment.

When the leave is granted for care of a spouse, child, parent or other relations, the medical certification shall state that the employee is needed to care for the spouse, child, parent, or other relations and shall provide an estimate of the amount of time that the employee is needed to care for the individual.

Reach Up may directly contact the employee's health care provider for verification or clarification purposes by means of the Human Resources Coordinator. Before a direct contact with an employee's health care provider is initiated, employees will have an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Reach Up will obtain the employee's permission for clarification of individually identified health information.

Reach Up has the right to ask for a second opinion if it has reason to doubt the certification. Reach Up will pay for the employee to get a certification from a second doctor, selected by Reach Up. FMLA leave may be denied to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the

original certification and the second opinion, Reach Up will require the opinion of a third doctor. Reach Up and the employee will mutually select the third doctor, and Reach Up will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

*Qualifying Exigency for Military Family Leave

*Serious Injury or Illness of Covered Servicemember for Military Family Leave

Reach Up will require certification of the qualifying exigency for military family leave or for the serious injury/illness of a covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

8. Procedure for Requesting FMLA Leave

Employees requesting FMLA leave must provide a verbal or written request of an FMLA leave to the Executive Director. The Executive Director will respond with a written notice to the Human Resources Coordinator, Supervisor, and requesting employee. The Human Resources Coordinator will complete and provide employees with legally required paperwork.

9. Employment And Benefits Protection

Employees qualifying/electing Family and Medical Leave shall be restored to their position or an equivalent position with the relatively same benefits, pay and other terms and conditions of employment. Utilizing FMLA leave shall not result in the loss of any accrued employment benefits prior to the date on which the leave commenced. As a condition of returning to work from a serious health condition, Reach-Up Inc. shall be provided with a certification from the health provider that the employee is able to resume work.

10. Maintenance Of Insurance Benefits

Reach-Up Inc. shall provide health, dental and life insurance coverage to employees for durations of FMLA leaves at the level and under the conditions of coverage that would have been provided if the employee had continued in employment for the duration of such leave.

11. Repayment Of Insurance Benefits

Reach-Up Inc. shall require the repayment of paid premiums should the employee not return to work as scheduled. In the case where the employee cannot return to work at the end of the leave period due to medical reasons, the leave may be extended at the discretion of the Executive Director and Supervisor. However, there is no job return guarantee and insurance benefits will be paid under COBRA conditions (employee pays all of selected benefits). If the employee is unable to return to work after the extended leave, it will be required that the first three months of premiums for selected benefits be repaid unless the reason the employee does not return is due to: (1) The continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member which would otherwise entitle the employee to leave under FMLA or (2) other circumstances beyond the employee's control.

B. MILITARY/RESERVE LEAVE

Reach Up Inc. will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a period of four years plus a one-year voluntary extension of active duty for a total of five years.

Employees must provide advance notice to the Executive Director of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity. An employee's salary will not continue during a military leave. Employees must use sick, then vacation and personal leave during a military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves

lasting longer than 31 days, employees will be eligible to continue insurances under COBRA and will be required to pay the total cost of their insurance benefits when electing to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must inform Reach-Up of their intent to return to work within 90 days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees are reservists in any branch of the Armed Forces, they will be granted time off for military training. Employees must use sick, then vacation and personal leave during a reserve duty period.

C. SCHOOL ACTIVITIES LEAVE

Unpaid leave of absence will be granted to employees to attend their children's pre-school, day care, school conferences or school-related activities. The maximum amount of school activities leave that the law allows anyone to take is 16 hours during the 12 month period of April 1st to March 31st. Requests for any hours beyond 16 hours must be requested by employees to their supervisor.

Personal leave may be used so the employee does not lose pay. The employee will notify the supervisor as soon as possible. Supervisors are responsible for monitoring employees' use of 16 school activities' hours.

D. UNPAID TIME

Unpaid time may be granted when employees are faced with special circumstances. Each request for an unpaid time off will be evaluated on an individual basis, taking into consideration staffing needs and reasons for the unpaid time off. Supervisors may approve unpaid time off at their discretion.

Employees shall request unpaid time off at least two weeks in advance. The request form is located in the timecard Excel file. Complete the unpaid time off request form and submit it to your supervisor. Supervisors will attach the unpaid time off form to the employee's appropriate timecard.

F. OTHER LEAVE OF ABSENCE

Leaves of absence without pay may be granted up to one year to employees at the discretion of the Executive Director. Reasons for a leave of absence include, but are not limited to, bone marrow donation leave (paid leave up to 40 hrs.), military service leave, parenting leave and educational leave. All leaves must be submitted in writing to the supervisor and the Executive Director. This includes time off without pay for any length of time.

Employees must be employed by Reach-Up Inc. for one consecutive year at half time before being eligible for a parenting leave and two consecutive years before being eligible for educational leaves of absence.

Employees may continue health insurance under COBRA and will be responsible for paying the full health, dental, and life insurance premiums before the 1st of the due month. Employees will be contacted by the designated COBRA administrator for information. Employees cannot take a leave from their current position to fill another position at Reach-Up Inc. The employee's position (as described by his/her job description) will not be permanently filled during the leave of absence. An employee must contact his/her supervisor 2/3 through the leave of absence to submit a written notice of return to work date. If the notice is not received, the agency will consider this a voluntary termination.

DATES OF AMENDMENTS TO EMPLOYEE POLICY AND BENEFITS PROGRAM

May 2011
August 2010
July 2009
June 2008
June 2007
June 2006
June 2005
July 2004
June 2003
June 2002
June 2001
July 2000
June 1999
July 1998
July 1997
June 1996
July 1995
August 1994
August 1993
August 1992
September 1991
August 1990