



PERSONNEL POLICIES & PROCEDURES



Personnel Policies & Procedures

SECTION I

The purpose of these policies is to establish guidelines for employees. This is an internal management document and is not intended to create an employment contract or term of employment. It is meant to guide the actions of management. The Early Learning Coalition of Pasco and Hernando Counties, Inc. (hereby referred to as the ELC or Coalition) reserves the right to change or rescind, in whole or in part, at any time and without liability to anyone the policies, procedures, principles and practices stated in this document.

As the Coalition receives funds from Federal and State agencies and as these funds may be reduced or terminated at any given time, the Coalition reserves the right to inform current employees, as well as applicants for any given position, funding streams for any position may be cut at any time. The Coalition will do everything possible, within reason, to ensure that no positions are lost due to a reduction in funding.

The employment relationship between the ELC and its' employees is an employment-at-will relationship. As such, either the ELC or the employee may terminate the employment relationship at any time, with or without reason. Nothing in this document should be interpreted to imply or state otherwise.

EQUAL OPPORTUNITY POLICY

Equal Opportunity is the Early Learning Coalition of Pasco and Hernando Counties, Inc. policy. It is the ELC's policy to select the best-qualified person for each position in the organization. No individual within the ELC with hiring responsibility will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, sex, disability, gender, sexual orientation, marital status, national origin, veteran, ancestry, age, or any other status protected by State and/or Federal laws. The Early Learning Coalition of Pasco and Hernando Counties, Inc. will not discriminate against any applicant or fellow employee because of physical or mental handicap. This policy applies to all employment practices and personal actions.

RECRUITMENT

The ELC has adopted an aggressive recruitment policy to attract top-caliber individuals to fill positions at all levels of the organization. Many positions may be filled with employee transfers or promotions. Others will be assigned to new employees, who are recruited or apply directly to the organization. Recruitment may be conducted through advertising, employment agencies, schools, employee referrals, or technical and trade referrals. Directors/supervisors/managers should discuss the most appropriate method of recruitment for filling departmental

positions with the Executive Director. All recruitment shall be conducted in an ethical, professional, and non-discriminatory manner. Before filling any approved position vacancy, current employees who apply shall be given equal consideration for transfer or promotion. Refer to Section V of this policy, "Announcement of New Positions".

EMPLOYEE SELECTION PROCESS

Selection of candidates for all positions will follow the ELC's Equal Opportunity policy. Only the Executive Director, or his/her designee, is authorized to place ads, respond to inquiries from employment agencies, and to post employment opportunities on the Coalition's website or other community or web-based company bulletin boards.

Job-related duties and qualifications, as listed on each job description, will provide the basis for initial screening of applications. All applications and resumes received for the open position will be forwarded to the appropriate department director/supervisor/manager. The department director/supervisor/manager will conduct initial screening for the minimum qualification. The department director/supervisor/manager will further screen the applications to select those individuals to be interviewed for the position. The department director/supervisor/manager will conduct the interviews, unless otherwise delegated by the Executive Director. Recommendations for hire will be made to the Executive Director who has the final hiring authority. Only job-related questions or ones which assess the candidate's experience, skill, and training, will be asked. Definite salary commitments will be avoided during the initial interview.

The Executive Director or designee will be responsible for verification of employment information provided by the applicant. All information solicited will be in accordance with federal, state, and local guidelines, regulations, laws, and ordinances (EEOC, ADA, etc.).

As current ELC employees can apply for newly posted positions, in cases where ELC employees and outside applicants are equally qualified, the ELC employee shall receive first consideration provided ELC employee has at least six (6) months of service in their original position, and a satisfactory performance and disciplinary record as determined by the ELC. Although every effort will be made to promote employees from within, management reserves the right to hire from outside the ELC when outside applicants more closely meet specific needs.

The applicant should be advised that this information will be verified. *For all appointed candidates a thorough background review, to include at minimum – reference review, employment verification through the US Department of Homeland Security E-Verify system, drug screening and fingerprinting through a VECHS approved contractor/location, will be accomplished.**

A job applicant who refuses to submit to a drug test will not be hired, or if already on the job pending results of a drug test, will be terminated immediately should the test results come back as positive.

This verification of information will be documented and will become part of the data used in the selection process.

No applicant shall begin work until the drug screening and fingerprinting tests results have been received by the ELC.

* Refer to Background Screening Policy for additional information.



E-VERIFY POLICY FOR ALL NEW HIRES (added to Personnel Policies, 1/24/2013)

PURPOSE

To ensure that the Early Learning Coalition of Pasco and Hernando Counties, Inc. is in compliance with the State of Florida's Governor's Executive Order #11-116, Verification of Employment Status, where it states:

“...any new employee hired after July 1, 2012 will be required to have their employment eligibility verified by the United States Department of Homeland Security (DHS) through that agency's E-Verify system.”

ACTIONS

The Early Learning Coalition of Pasco and Hernando Counties, Inc. requires all non-employees to be verified through the United States Department of Homeland Security's E-Verify system through the following steps:

- Within three (3) days after completion of the Employment Eligibility Verification Form (Form I-9), information will be forwarded to the Department of Homeland Security's E-Verify system;
- In collaboration with DHS, the Social Security Administration (SSA) will provide confirmation or tentative non-confirmation of the employee's employment eligibility;
- The employee will be notified in writing of the findings;
- The Coalition will take no adverse action should the finding indicate the individual is not eligible for employment within the United States until a secondary verification by DHS or SSA has been completed and a final non-confirmation has been issued;
- The Coalition will immediately terminate a non-confirmed employee's employment;
- The employee may contest a non-confirmation finding through DHS via its toll-free hotline (as found on the referral letter) within eight (8) Federal Government work days.

Approved: by Executive Committee on July 19, 2012

Approved: By Board of Directors on January 24, 2013

GENERAL OFFICE POLICIES

SMOKING POLICY

No smoking will be allowed in the office area or on the outside grounds at any time. This will include E-cigarettes and/or vapor cigarettes. Smoking is only permitted in a designated area and safe disposal of all smoking debris is required. This policy is for the health and safety of all employees.

EMPLOYEE RIGHTS

Employees are protected by the Sarbanes-Oxley Act of 2002 that allows corporate fraud whistleblowers who file complaints with OSHA within 90 days to win reinstatement, back pay and benefits, compensatory damages, abatement orders, and reasonable attorney fees and costs, should they be discharged for reporting fraud. Additional information may be found in the ELC's Whistle Blower Policy.

USE OF ELECTRONIC EQUIPMENT SUCH AS CELL PHONES WHILE DRIVING

All ELC staff members who drive to appointments with clients or providers or drive to attend trainings or conferences or any other venue related to Coalition duties, must abide by all state and/or local laws which may prohibit cell phone use while driving. Use includes but is not limited to talking or listening to another person or sending an electronic or text message. Should a phone call be necessary or a message must be returned immediately, staff should proceed to a safe location off the road and stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, ELC staff members must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly. Under no circumstances should a staff member feel that they need to place themselves at risk to fulfill business needs.

Since this organization does not require any ELC staff member to use a cell phone while driving, staff members who are charged with traffic violations resulting from the use of cell phones while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances. Please refer to Cell Phone Usage Agreement.

Phone Tips to Use While Driving:

- Position your cell phone within easy reach. Make sure you can grab it without taking your eyes off the road. Even if you receive a phone call while driving in harsh road conditions, it might be best to let the call go to voicemail.
- Set your cell phone to driving mode. Many smartphones have the capability of being turned to driving mode when you get behind the wheel. With this setting, any incoming phone calls or text messages will be automatically replied to informing that person that you are driving and will respond at a safe time.
- Don't take notes or conduct research while driving. There may be a moment where something pops into your head and you want to write it down before you forget. This can take your eyes off the road for a few minutes altogether and could result in an accident. Similarly, conducting research and browsing maps while the car is in motion can distract your attention away from the road. Let the smartphone GPS system guide you, but don't conduct further research while driving.
- If possible, place calls while you are stopped. You may be on a highway or freeway and have no chance to stop, but if you're driving in an area with traffic lights, wait until you hit a red light to check any messages or place any calls. This may seem like an easy decision, but drivers get tempted to read and respond to messages while they're in motion, which distracts from the activity of driving.

VIDEO SURVEILLANCE

As part of its security measures and to help ensure a safe workplace, the ELC has positioned video cameras to monitor various areas of its facilities. Video cameras will not be used in restricted areas such as break rooms, restrooms, etc. Videotapes will not include an audio component.

WEAPONS FREE WORKPLACE

To ensure the personal safety of all employees and others working in or visiting the ELC's premises and seeking to mitigate the risk associated with dangerous weapons, it is the ELC's intention to prohibit all dangerous weapons, whether on the employee's person or in their personal vehicle, on company property.

WORKPLACE CONDUCT

The ELC endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, all employees must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same ideas about proper workplace conduct, it is helpful to adopt and enforce rules that all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, at the Coalition's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment based on false or misleading information.
- Stealing, removing, defacing or destroying Coalition property or a co-worker's property, and/or disclosure of confidential information.
- Completing another employee's time records.
- Dishonesty.
- Violation of safety rules and policies.
- Violation of the Coalition's Drug Free Workplace Policy.
- Fighting, threatening or other behaviors that are disrupting the work of others.
- Insubordination or disobedience of a lawful management directive.
- Use of profanity and/or vulgar behavior.
- Loitering, sleeping, or loafing during work time, or leaving a work area without the permission of management.
- Irregular attendance, habitual lateness, or unexcused absences.
- Gambling on Coalition property.
- Stopping work prior to the end of any shift without management permission.
- Performing work of a personal nature during working time.
- Wasting work materials.
- Downloading inappropriate material onto a Coalition computer or laptop or another electronic device.
- Inefficiency, incompetence, or negligence in the performance of duties.
- Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- Suspension of driver's license or lack of insurability where job duties require driving.
- Unauthorized release or possession of confidential information or business records.

Not every type of misconduct can be listed. Note that all employees are employed at-will and the ELC reserves the right to impose whatever discipline it chooses, or none, in a particular instance. The ELC will deal with each situation individually and nothing in this policy should be construed as a promise of specific treatment in each situation. However, the ELC will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

OFF DUTY SOCIAL AND RECREATIONAL ACTIVITIES OR EVENTS

During the year, the ELC may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the ELC nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

EMPLOYMENT CLASSIFICATIONS

Positions within the organization are generally designed to require full-time employees. During certain functions or special events, work schedules and company needs may require the services of other than full-time employees. There are three (3) classifications of employees at the ELC:

1. Full-time, (exempt and non-exempt salary and non-exempt hourly)
2. Part-time
3. Temporary or Contracted Employees

Full-time - An employee hired for 40 hours per week; qualified to receive all benefits.

Part-time - An employee hired for at least 20, but less than 40 hours per week may qualify for some benefits such as Paid Day Off (PDO) and enrollment in the pension plan. Part-time employees working 30 hours or more per week are eligible for benefits including health insurance, enrollment in the pension plan and pro-rated PDO accrual. Part-time employees working less than 30 hours per week do not qualify for benefits.

Temporary or Contracted Employees - An employee hired for a position for which the scheduled work week can range from less than 20 to 40 hours, but the position is required for only a specific, known duration. Temporary or Contracted Employees do not qualify for regular company benefits unless contradictory to state and federal regulations; however, they will be reimbursed for mileage or any other work-related expenses while in the employ or under contract with the Coalition.

JOB DESCRIPTIONS

The purpose of job descriptions at the ELC is to define a position's duties and set requirements for filling the position. A supervisor shall review an employee's job description with employee when he or she requests it.

All job descriptions shall include the following information:

1. Title of position;
2. Reporting relationship;
3. Position summary or overview; and
4. Major duties and responsibilities.

Management shall review all job descriptions annually to ensure equity and consistency within and across job responsibilities and functional lines. All updates to job descriptions are to be forwarded to the Human Resources Representative.

90-Day Probationary Period for both new employees and those current employees transferring into a new position:

- A. The purpose of this 90-day probationary period is to establish guidelines during which to observe the new and/or transferred employee's work, to secure the most effective adjustment of a new employee to the position, and to reject any employee whose performance does not meet the required work standards.

To apply for a newly posted position, a current employee who wishes to transfer must have performed competently in their current position for at least six (6) months provided they possess the required skills, competencies, and qualifications required to transfer to a newly posted position. Employees who have a written warning on file within the last six (6) months or who are currently on a 90-day probation for their current position, are not eligible to apply for newly posted positions. Applicant's director/supervisor/manager will be contacted to verify performance, skills, and attendance.

If necessary, discussions with the Executive Director will occur on current staffing limitations or other circumstances that might affect a prospective transfer. The Executive Director reserves the right to waive, in writing, the six (6) months of service requirement on a case-by-case basis.

- B. The employment of a person shall not be deemed complete for a period of ninety (90) days. The Executive Director, without cause, may discharge an employee within the probationary period. If the employee is not discharged before completion of his/her probationary period, the employee shall be confirmed in his/her position and shall be a regular employee of the Coalition.
- C. During the employee's probationary period the Executive Director or Designee will notify the employee if performance is not satisfactory. If a newly hired, probationary-period employee has been found to be unsatisfactory, the Executive Director shall dismiss the employee.
- D. A "Probationary Period" employee shall be evaluated ninety (90) days after his/her start date, in accordance with the following procedure:

A summary review of the employee's performance will be made utilizing the "90-Day Probationary Period Review Form." The employee shall be rated "Meets Expectations," "Fair but Needs Improvement" (in which case the introductory period will be extended an additional ninety (90) days), or "Does Not Meet Expectations" (which will result in the employee's separation from the ELC). The employee shall be advised of the results of the Probationary Period Review. If the employee's performance does not meet expectations, the reasons must be stated on the form, and any supporting documentation must be attached and filed in the employee's personnel file.

- E. Authorized and unauthorized absences of leave without pay will not count toward completion of the probationary period.
- F. Thereafter, on the employee's anniversary date (original date of hire), a review of the employee's performance will be made utilizing the Annual Progress Review Form. The employee may receive a merit raise based upon documented, sustained, or superior performance.

CORRECTIVE COUNSELING AND PERFORMANCE IMPROVEMENT

If an employee has already completed the probationary period and their performance is deemed to be unsatisfactory, the employee shall be made aware of the areas of concern in the following manner:

- First occurrence: Verbal Coaching Session.
- Second occurrence: Written Correction Notice.
- Third occurrence: A Performance Improvement Plan will be implemented.

Should the employee disagree with the evaluation, they will be allowed to submit their grievance in writing to their director/supervisor/manager. A response to this grievance must be received within five (5) working days.

Corrective counseling may be initiated when management believes that an employee's performance problem can and will be resolved through adequate counseling. Corrective counseling is completely at the discretion of management. The ELC desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the ELC's best interests. The ELC expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, an employee may be terminated at the discretion of management.

Management, in its sole discretion, may warn, reassign, suspend, or discharge any employee "at will," whichever it chooses and at any time.

The Executive Director, in consultation with the employee's director/supervisor/manager, after review of the employee's corrective counseling documentation, may determine that a probation period is necessary and will determine the length of probation. Typically, the probation period should be at least two (2) weeks and no longer than sixty (60) days, depending on the circumstances, or as deemed necessary by the Executive Director. A written probationary letter to the employee is prepared by the director/supervisor/manager. The letter should include a statement containing the following and will be retained in the employee's personnel file:

- A. The specific unsatisfactory situation;
- B. A review of oral and written warnings;
- C. The specific behavior modification or acceptable level of performance expected;
- D. Suggestions for improvement; and
- E. A statement that further action, including termination, may result if defined improvement or behavior modification does not result during probation. Note: Further action may include, but is not limited to reassignment, reduction in pay grade or demotion.

Reasons for disciplinary actions include, but are not limited to:

- A. Incompetence or unsatisfactory performance of duties;
- B. Misconduct;
- C. Conviction of a Crime;
- D. Hindrance of the regular operation of the department or unit because of excessive tardiness or absenteeism;
- E. Knowingly giving false statements to directors/supervisors/managers or the public;
- F. Violation of ELC's administrative regulations or department rules, including safety rules;
- G. Use of or under the influence of alcohol or controlled substances on the job;
- H. Acceptance of gratuities;
- I. Loss of job requirements such as loss of necessary license that prevents an employee from doing his/her job properly or adequately;
- J. Deliberate falsification or omission on employment application that misrepresents individual's qualifications;
- K. Unauthorized disclosure of confidential information;
- L. Falsifying Coalition records including false recording of employee time entry on web-based portal;
- M. Unauthorized use, possession or removal of property belonging to the ELC;
- N. Proven theft, pilfering, fraud, or any other form of dishonesty in connection with the ELC;
- O. Unauthorized possession of firearms or other dangerous weapons;
- P. Assaulting, threatening, or intimidating anyone associated with the ELC;
- Q. Insubordination including refusal to obey a reasonable order or any act that challenges the authority of supervisory personnel issuing a valid order;
- R. Gross negligence of duty or leaving work during work hours without authorization;
- S. Discrimination against employees, clients, or any other persons associated with the ELC because of race, color, creed, age, sex, national origin, religion, veteran, handicap or any other status protected by State and/or Federal law.

Should the employee be suspected of being under the influence of drugs or alcohol, the ELC retains the right to require tests under the following conditions:

- Reasonable suspicion
- Post-accident
- Follow-up for prior positive testing

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of policy, will be terminated. The ELC reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

None of the foregoing shall prevent the dismissal, demotion, or suspension of any employee for any cause which is justifiable even though such cause is not contained among those previously indicated.

The Executive Director shall personally meet with the employee to discuss the probationary letter and answer any questions. The employee shall acknowledge receipt by signing the letter. If the employee should refuse to sign, the Executive Director may sign or designate a witness to sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee's personnel file.

On the defined probation counseling date or dates, the employee shall meet with the director/supervisor/manager to review the employee's progress in correcting the problem that led to the probation. Brief written summaries of these meetings should be prepared with copies provided to the employee and the Executive Director. These summaries will also become part of the employee's personnel file.

At the completion of the probationary period, the Executive Director, or representative, and the director/supervisor/manager will meet to determine whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation, or taking further action. The employee will be advised in writing of the decision. If probation is completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action. This document will also become part of the employee's personnel file.

Additional Disciplinary Actions May Include:

1. Suspension - A two (2) or three (3) day suspension with pay may be justified when circumstances reasonably require an investigation of a serious incident in which the employee was allegedly involved. A suspension may also be warranted when employee safety, welfare, or morale may be adversely affected if a suspension is not imposed. In addition, and with prior approval of the Executive Director, suspension without pay for up to three (3) consecutive working days may be imposed for such proven misconduct as intentional violation of safety rules, fighting, or drinking on the job. These examples do not limit management's use of suspension with or without pay in other appropriate circumstances, such as the need to investigate a serious incident. In implementing a suspension, a written counseling report should set forth the circumstances justifying the suspension. Such a report will become part of the employee's personnel file.
2. Involuntary Termination - The involuntary termination notice is prepared by the director/supervisor/manager with concurrence of, and review by, the Executive Director. The employee is notified of the termination by the Executive Director and will be directed to report to the director, supervisor or manager for debriefing and completion of termination documentation and the exit interview. Involuntary termination is reserved for those cases that cannot be resolved by corrective counseling or in those cases where a major violation has occurred which cannot be tolerated. Discipline procedures may be disregarded where the health and well-being of the staff is perceived as being in jeopardy. No employee involuntarily terminated shall be reimbursed for any accrued PDO hours.

GRIEVANCE PROCEDURE

Subjects of Grievance

A grievance may be filed regarding the following matters and no others:

- Involuntary Termination of Employment
- Demotion/Reduction in Grade
- Suspension
- Denial of Request for Leave of more than thirty (30) days
- Violation of Coalition Policies

In order to be timely, a grievance must be filed within five (5) days after the event. Failure to file a grievance within that time period shall be deemed a waiver of the right to file a grievance, however, shall not preclude filing a grievance over subsequent events of the same or similar nature.

Grievance Procedure

- A. An employee must first verbally take the issue to his or her immediate director/supervisor/manager, e.g., the Administrative Assistant to the Executive Director, the Executive Director to the chair of the Coalition, etc. If the grievance is with the immediate supervisor, the grievance would then be directed to the next person in charge. The director/supervisor/manager must respond to the employee within one (1) business week of being notified of the situation.
- B. If the employee does not feel that resolution has been achieved, he or she must write a formal grievance and submit it to the Chair of the Coalition, who in turn must call an Executive Committee meeting within ten (10) working days of receipt of the formal grievance.
- C. If the employee is still not satisfied with the resolution, the issue must be brought to the attention of the Board of Directors at the next scheduled meeting of the full Board.
- D. In all cases, decision of the Board of Directors is final.

TERMINATIONS

Terminations are to be treated in a confidential, professional manner by all concerned. The director/supervisor/manager and Executive Director must assure that the termination is handled in a thorough, consistent, and evenhanded manner. This policy and its administration will be implemented in accordance with the company equal opportunity statement.

Terminating, resigning, or retiring employees (full time or part time), who provide a full 2-week or 14 calendar days' notice in writing, are entitled to receive all earned pay, including all accrued PDO pay, up to a maximum of 240 hours for professional staff and full-time employees and a maximum of 480 hours for executive staff. Employees who are terminated or dismissed for substandard performance or misconduct or leave with insufficient notice, may not be entitled to receive accrued PDO pay. The Executive Director will make the final decision on PDO payouts.

An employee who resigns or is terminated from employment within the 90-day probationary period will not be eligible to be reimbursed for any accrued PDO hours. NOTE: Personal days are not reimbursable upon termination of employment for any employee.

Employment with the company is normally terminated through one of the following actions:

1. Resignation - voluntary termination, including notice of retirement by the employee with employee providing a full 2-week written notice;
2. Dismissal - involuntary termination for substandard performance or misconduct;
3. Layoff - termination due to reduction of the workforce or elimination of a position;
4. Non-Renewal of Contract.

Resignation

An employee desiring to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. Resignation shall be submitted in writing to the Executive Director. To resign any position in good standing, defined as not being subject to pending disciplinary action, the employee shall give two (2) full calendar weeks' notice in writing unless otherwise authorized by the Executive Director. The Executive Director may, at his/her discretion, accept a resignation, effective immediately, in lieu of termination. Employees who resign or otherwise terminate their employment in good standing are entitled to receive all earned pay, including all accrued PDO pay up to a maximum of 240 hours for professional staff and full-time employees, and a maximum of 480 hours for executive staff.

Dismissal

1. **Substandard Performance.** An employee may be discharged if his or her performance is unacceptable. The director/supervisor/manager or Executive Director shall have counseled the employee concerning performance deficiencies, provided direction for improvement, and warned the employee of possible termination if performance did not improve within a defined period of time. The director/supervisor/manager is expected to be alert to any performance deficiencies. The Executive Director or his/her designee shall perform discharge action.

Documentation to be prepared by the director/supervisor/manager or Executive Director shall include reason for separation, performance history, corrective efforts taken, alternatives explored, and any additional pertinent information. This documentation will be retained in the employee's personnel file.

2. **Misconduct.** An employee found to be engaged in activities such as, but not limited to the following, shall be subject to termination by the Executive Director:
 - A. Conviction of a crime;
 - B. Hindrance of the regular operation of the department or unit because of excessive tardiness or absenteeism;
 - C. Knowingly giving false statements to directors/supervisors/managers or the public;
 - D. Violation of ELC's administrative regulations or department rules, including safety rules;
 - E. Use of or under the influence of alcohol or controlled substances on the job;
 - F. Acceptance of gratuities;
 - G. Loss of job requirements, such as loss of necessary license that prevents an employee from doing his or her job adequately;
 - H. Deliberate falsification or omission on employment application that misrepresents the individual's qualifications;
 - I. Unauthorized disclosure of confidential information;
 - J. Falsifying records including false recording of employee time entry on web-based portal;
 - K. Unauthorized use, possession or removal of property belonging to the ELC;
 - L. Proven theft, pilfering, fraud, or any other form of dishonesty in connection with the ELC;
 - M. Unauthorized possession of firearms or other dangerous weapons;
 - N. Assaulting, threatening, or intimidating anyone associated with the ELC;
 - O. Insubordination including refusal to obey a reasonable order or any act that challenges the authority of supervisory personnel issuing a valid order;
 - P. Gross negligence of duty or leaving work during work hours without authorization;
 - Q. Discrimination against employees, clients, or any other persons associated with ELC because of race, color, creed, age, sex, national origin, religion, veteran, handicap or any other status protected by State and/or Federal law.

Termination resulting from misconduct shall be entered into the employee's personnel file. The employee shall be provided with a written summary of the reason for termination. No salary continuance, any reimbursable PDO hours or severance pay will be allowed.

Layoff

When a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluating the following factors:

1. Company work requirements;
2. Employee's abilities, experience, and skill;
3. Employee's potential for reassignment within the organization;
4. Length of service.

The Executive Director will personally notify employees of a layoff. After explaining the layoff procedure, the employee will be given a letter describing the conditions of the layoff such as the effect the layoff will have on his or her anniversary date at time of call-back; the procedure to be followed if time off to seek other employment is granted; and the company's role in assisting employees to find other work. This letter will be placed in the employee's personnel file.

The employee and the Executive Director, after consultation with the employee's director/supervisor/manager, will follow the following procedure: The employee will receive at least two (2) weeks advance notice of layoff.

Termination Processing Procedures

1. The Executive Director must initiate a termination based on the outcome of the employee's 90-Day Probationary Review or the Annual Progress Review. The Executive Director will direct and coordinate the termination procedure.
2. All outstanding advances charged to the terminating employee will be deducted from the final paycheck by the payroll department.
3. The employee will have his or her final payroll check deposited on the next regularly scheduled payroll distribution date. The final check shall include all earned pay, any accumulated PDO hours unless otherwise noted and any expenses due the employee.
4. On the final day of employment, the Immediate director/supervisor/manager must receive all keys, ID card, computer equipment and any other company property from the employee and will document this on the Employee Exit Checklist document.
5. Upon notice of termination, any and all forms or documents, training sessions, flyers, brochures, videos, social media creations, etc. created by the employee specifically for use by the Coalition are the property of the Coalition and are not to be deleted from any computer, hard drive or flash drive.
6. The Executive Director or designee will conduct either a formal or informal exit interview with the employee.

SECTION II

PAYROLL PROCEDURE

The pay periods are Saturday through Friday for a two (2) week period. Direct Deposit is the only method of payment.

All time, worked, holiday, personal or PDO time, must be entered either daily, weekly or bi-weekly in the online payroll system, EWS, by each staff member. All online time entries must be approved by the immediate Director/Manager/Supervisor. If the Director/Manager/Supervisor is not available, the online payroll hours must be approved by the Executive Director or designee. Online payroll must be submitted no later than 8:00 a.m. every other Monday morning to the Director/Manager/Supervisor. After the Director/Manager/Supervisor approves and signs off on the online hours, the information will then be forwarded to the Office Administrator for processing. The online entry forms must be submitted no later than 8:30 a.m. every other Monday to the Office Administrator. This will ensure enough time for processing.

The Office Administrator has the primary responsibility to process the payroll bi-weekly. The Finance Director would be the "back-up person" if the Office Administrator is not able to complete payroll for any reason.

SALARY ADVANCES

The ELC does not permit advances on paychecks or against accrued paid days off. In addition, directors/supervisors/managers and employees are prohibited from extending loans to any fellow employee because of the potential for conflict that may result.

INCENTIVE OR ACHIEVEMENT AWARDS

Lump-sum achievement awards may be presented in recognition of a special achievement, as recommended by the Executive Director. All achievement awards will be approved by the Executive Committee of the Board of Directors prior to payment. All employees will be considered for such awards. Achievement awards will be calculated and determined in a fair and consistent manner. All achievement awards will be adequately documented. Achievement awards are not included in an employee's base rate of pay.

WORKDAY AND PAYDAY

Employees are paid bi-weekly, 26 times annually, every other Wednesday. A full-time workday consists of eight (8) hours with one (1) hour off for lunch. Specific hours will be consistent with those of the agency where the individual is physically located. Each work week consists of forty (40) working hours.

If a company holiday falls on payday, employees will have their payroll deposited on the last workday prior to the holiday.

OVERTIME AND FLEX TIME

Management has the authority to adjust schedules to meet the needs of the organization. When this occurs, the Coalition operates in accordance with state and federal regulations. Employees in certain positions are eligible for overtime pay whenever they work more than forty (40) hours during the workweek. Such employees are classified as "non-exempt" and will be compensated at a rate of one and one-half (1.5) times

the regular hourly rate for the overtime. Overtime worked on weekends and/or holidays will also be compensated at a rate of one and one-half (1.5) times the regular hourly rate. Budget restraints usually do not allow for overtime, so this should be an exception.

Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work.

When it becomes necessary for non-exempt employees to make scheduled adjustments to avoid overtime (working past forty (40) hours in the workweek) flex time should be used. In these cases, with the Executive Director's approval, an employee may leave early or report in later during the week in which the excessive hours will occur.

COMPENSATORY TIME AND COMPENSATION

Employees who do not qualify for overtime compensation based on their job duties are classified as "exempt" from overtime. Personnel in performance of their duties beyond the normal operations hours may, under certain conditions be considered for compensatory time off at the discretion of the Executive Director. No monetary reimbursement will be given in lieu of compensatory time off. Only full-time, exempt staff are eligible for compensatory time, although they are expected to work, on occasion, irregular hours as part of their job. Compensatory time shall be reimbursed on an hour for hour basis.

PAY TRANSPARENCY

The ELC will not terminate or in any other manner discriminate against an employee or applicant because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- a) In response to a formal complaint or charge
- b) In furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the Coalition; or
- c) Consistent with the Coalition's legal duty to furnish information.

PERFORMANCE REVIEW AND EVALUATION

All employees of the ELC shall be subject to performance evaluations. Any increase in an employee's salary shall have a performance evaluation as a prerequisite.

An employee's performance evaluation must reflect a rating of satisfactory or above or continued employment with the Early Learning Coalition of Pasco and Hernando Counties, Inc. will be jeopardized.

Evaluations shall be conducted:

1. At the end of the *ninety (90 day)* probationary period.
2. *At least once annually, during the month of the anniversary of employment.*

At the discretion of the Executive Director an employee may be eligible to receive an achievement award for performance of duties above and beyond their job description.

PROBATIONARY PERIOD

There will be a ninety (90) day probationary period for all new employees and for those employees who have been transferred to a new position. At the conclusion of the probationary period, the director/supervisor/manager will conduct an evaluation detailing the individual's performance and provide feedback. Individuals whose performance does not meet the standards outlined in their job descriptions will not be eligible to continue employment with the Coalition.

PAYROLL DEDUCTIONS

The following mandatory deductions will be made from every employee's gross wages: federal income tax, social security tax (FICA), Medicare.

SECTION III – BENEFITS

INSURANCE

The ELC provides health insurance for all full-time employees and those part-time employees working at least 30 hours per week. New employees shall be eligible for these benefits on the 1st day of the *month following their first full month of employment*. The employee may have the option of purchasing dependent medical insurance, at their own expense. These costs shall be paid through payroll deduction. The Executive Director may opt to include, as a bonus incentive, the insurance costs for any given employee or in lieu of a salary increase as part of their annual salary.

Employees that opt out of the Coalition's health insurance plan that have insurance through another plan will receive a \$50.00 health stipend per bi-weekly payroll cycle. Proof of insurance will be required.

An employee receiving a stipend who later elects to opt into the Coalition's health insurance plan shall no longer be eligible for a stipend.

Other available insurance benefits include dental, vision, AFLAC policies and life insurance through New York Life. These benefits can be added at a staff person's own expense.

Specifics on the terms/conditions of each policy shall be provided at the time of employment.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

This program is available to employees covered under the ELC's medical plan and their dependents, if applicable. The EAP program will assist with problems such as depression, marital and family issues, grief, drug and alcohol problems, job-related stress, financial difficulties, and other personal matters.

Please refer to your current health plan which as of the approval date of this policy is Florida Blue. Go to: <https://providersearch.floridablue.com/providersearch/pub/index.htm#search/filters?planCode=BOPTIHDH&planName=BlueOptions%20Health%20%26%20Dental%20-%20Health> and select location and provider type "Support Service". Then under "Specialty" select the type of EAP you are looking for (i.e., behavioral, mental, therapy, marriage, substance abuse, etc.) and then hit search.

PENSION PLAN

The pension plan offered by the ELC provides for an employer contribution match of up to five percent (5%) of the employee's salary for all full-time regular employees and part-time employees who work at least 20 hours per week beginning on the *first day of the month following their hire*. Employees must contribute an equal amount to receive this match. Employees may contribute an additional amount of their salary.

LEAVE/PAID DAY OFF (PDO)

Employees of the ELC will earn PDO (Paid day off) time that may be utilized as vacation time, sick time or personal time

1. The Executive Staff will earn 10.77 hours of leave/PDO per pay period (35 days per year) and may accumulate up to 12 weeks of unused leave time.
2. The Professional Staff will earn 9.23 hours of leave/PDO per pay period (30 days per year) and may accumulate up to 6 weeks of unused leave time.

3. Full time hourly employees will earn 7.69 hours of leave/PDO per pay period (25 days per year) and may accumulate up to 6 weeks of unused leave time.
4. Any leave/PDO earned over the maximum accumulation may be donated to the "PDO time bank". This leave/PDO bank may be used by any employee in case of emergency, as determined by the Executive Director. Individual circumstances can be discussed with either the Office Administrator or Executive Director during the exit interview meeting.
5. Part-time employees who work 20 or more hours per week shall earn annual leave in proportion to their time actually worked and should not exceed the monthly accrual rate earned by full-time employees.
6. Temporary or Contracted employees, hired for twelve (12) months or less shall not earn or accrue annual leave.
7. Whenever possible, a Request for Leave request for PDO should be submitted into EWS to the director/supervisor/manager for review and approval as soon as possible. Upon return from unanticipated PDO, a request shall be filed immediately, which may or may not be approved by the employee's director/supervisor/manager based on the reason for the unapproved/ unanticipated leave.

New employees under ninety (90) probation will begin to earn and accrue PDO hours with the commencement of their employment. However, these employees will not be reimbursed for any PDO hours taken during their probation. New employees are also entitled to either one (1) or two (2) personal days off (number of days allotted depends on individual's hire date). If an employee still under the 90-day probation period, should you need to take a day off, a personal day may be used if prior approval is received from their director/supervisor/manager.

It is in the best interest of an employee who is ill or injured that the employee does not remain at work. It is the director/supervisor/manager's responsibility to send the employee home if the employee is incapacitated. If the employee has no PDO accrued and has used the allotted number of personal days, the employee will not be paid for that period.

Time for routine doctor or dentist appointments is to be charged to PDO. Employees are encouraged to make such appointments before arriving for work or after leaving work for the day, if possible. If time off is required for such appointments, arrangements should be made in advance with the employee's director/supervisor or manager.

The employee must use accumulated PDO in conjunction with income protection plans or other sources of disability income to achieve full pay for as long as possible. However, at no time can the combination of these exceed normal earnings.

An employee is expected to notify his or her director/supervisor or manager at the beginning of each workday during illness or injury. Exceptions to this include a serious accidental injury, hospitalization, and when it is known in advance that the employee will be absent for a certain period.

A Medical Release Statement is to be submitted to the employee's director/supervisor/manager for review before the employee returns to work in the following situations:

1. Ten (10) or more consecutive workdays of absence due to illness or injury;
2. In all cases of work-related injury when the employee has been unable to work after the time of the injury;
3. When returning from medical or maternity leave of absence.

BEREAVEMENT

The employee shall be entitled to use three (3) days of PDO for the bereavement of his/her mother, father, step-mother, step-father, husband, wife, domestic partner, children, brother, step-brother, sister, step-sister, grandparents, mother in-law, father in-law, brother in-law or sister in-law, or legal guardian. Each employee will then be given up to three (3) additional paid days off with director/supervisor/manager approval. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, nieces, nephews and cousins).

LEAVE OF ABSENCE

Leave of absence is time off in a non-pay status. An employee must submit a request for leave of absence in writing to his or her director/supervisor/manager. Managers will forward the request for final approval to the Executive Director accompanied by the director/supervisor/manager's recommendation. The employee is expected to request the leave of absence with as much advance notice as possible. Leaves of absence will not be granted for periods less than two (2) weeks in duration. PDO should be used for such absences.

During any Leave of Absence, ELC staff are entitled to continue with their group health plan coverage and the ELC will deduct the staff members' premium from their paycheck in the same manner as if the staff member was working. The ELC will pay for employee benefits for the first thirty (30) days of an approved leave of absence. After that time, the individual will be responsible to refer to his/her certificate of coverage to determine what continuation rights, if any, are available. The individual will be responsible for all costs associated with employee and dependent benefits.

Terms and conditions of benefit continuation will be subject to the contract for services between the ELC and the provider of the benefits.

The reason for leave should fall into one of the following categories:

1. Medical (including pregnancy-related)
2. Military
3. Personal

The employee has the responsibility to keep the Executive Director advised of the leave situation and to contact his or her director/supervisor/manager at least two (2) weeks prior to the expiration of the approved leave to discuss return to work. If the employee desires voluntary termination, this should be reported as soon as possible. The ELC will make a reasonable effort, consistent with good business practices and its' own employment needs, to reinstate an employee to the same position he or she previously occupied, or to a similar position, following a leave of absence.

However, in the case of leaves over six (6) months, the company cannot guarantee that the same or a similar position will be available at the time an employee desires to return to work, or thereafter. If this situation occurs, the ELC reserves the right to offer the employee a lower-level position, if one is available at the appropriate salary for such a position. An exception to this rule is where an employee is guaranteed reemployment rights under federal or state laws.

Benefits Determination

1. Holidays. To be paid for a holiday, an employee must be in active pay status the day before and the day after the holiday. Under certain circumstances, the director/supervisor/manager may request the Executive Director allow an employee to be paid for the holiday while on a leave of absence.
2. PDO. No PDO hours are earned during the leave of absence period. Employees requesting a leave of absence for medical or military reasons may choose to use all earned PDO before beginning leave of absence.

Notwithstanding the above, an employee on leave of absence who fails to return to work at the agreed upon time will be terminated effective his or her last day of work or paid leave, whichever is later.

DISABILITY LEAVE

Medical Disability Leave

Disability leave is available to an employee whose physician certifies that the employee is temporarily disabled from performing his or her job because of illness, injury, physical or mental impairment, pregnancy, or childbirth. An employee may elect to use accrued PDO hours provided that the employee gives advance notice of this election to the supervisor prior to or at the time the leave begins. If accrued PDO is to be used, it shall be used at the beginning of the leave. Following the use of accrued PDO time, the remainder of the leave shall be unpaid. Employees on disability leave should apply promptly for state disability insurance, workers' compensation insurance, or long-term disability benefits, whichever is applicable.

Medical certification of disability must be submitted at or before the start of a disability leave of absence and at least every thirty (30) days of leave, thereafter, stating the nature of the disability and the expected date of return to work. Requests to extend an initial leave must be accompanied by supporting medical certification and must be received by the supervisor at least two (2) working days in advance of the previously estimated return date. An employee returning to work from a disability leave must give at least two (2) days' advance notice to the supervisor and, upon returning to work, must submit a written release from the employee's physician. Employees returning from such a leave will be returned to the job they left unless, for organizational reasons, the Coalition was unable to hold the job open or to fill it temporarily because to do so would have resulted in an undue hardship on the agency. The Coalition may, in the absence of a substantially similar position, offer the returning employee a lesser position at the pay rate established for that position.

Work-Related Illness or Injury Leave

A leave of absence due to a disabling work-related illness or injury is generally not limited in duration. Employees returning from such a leave will be returned to the job they left unless, for organizational reasons, the Coalition was unable to hold the job open or to fill it temporarily because to do so would have resulted in an undue hardship on the agency. The Coalition may, in the absence of a similar position, offer the returning employee a lesser position at the pay rate established for that position.

Resignation during a Medical Leave

Failure either to comply with the Coalition's certification or notice requirements during a leave or not to return from a leave on the first working day following the end of the leave will be considered a resignation on the part of the employee.

Long-Term Illness or Permanent Disability

An employee whose leave is necessitated by a disabling non-work-related physical or mental impairment, which substantially limits one of the employee's major life activities and is expected to be ongoing for a substantial period of time or is of permanent duration, may be accommodated with longer and more frequent leaves as long as such leaves will not result in an undue hardship on the agency.

Such employees will be returned to the job they left unless, for organizational reasons, the agency was unable to hold the job open or to fill it temporarily because to do so would have resulted in an undue hardship on the agency. The Coalition may, in the absence of a similar position, offer the returning employee a lesser position at the pay rate established for that position.

Drug or Alcohol Rehabilitation Leave

The Coalition recognizes that drug and alcohol abuse are serious medical problems and wants to assist employees who realize that they have such a problem, which may interfere with their ability to perform their job in a satisfactory manner. Employees who decide to enroll voluntarily in a rehabilitation program due to a problem with drugs or alcohol use will be given time off to participate in such a program, and the Coalition will make reasonable efforts to keep this fact confidential. More information is on the Drug Free Workplace Policy.

To be granted a leave for this purpose, the employee must submit certification of enrollment in a drug or alcohol rehabilitation program at or before the leave begins. The certification must include a statement that the employee's participation in the program prevents him or her from working and must specify beginning and ending dates of the program and the employee's estimated date of return to work. An extension of the leave requires supporting documentation prior to the end of the initial leave.

Employees returning from such a leave will be returned to the job they left unless, for organizational reasons, the Coalition was unable to hold the job open or to fill it temporarily because to do so would have resulted in an undue hardship on the agency. The Coalition may, in the absence of a similar position, offer the returning employee a lesser position at the pay rate established for that position.

Return to Work After Serious Injury or Illness

Notification will be necessary and it shall include a statement written by the employee's medical doctor specifying the length of the absence, the anticipated return date, and any restrictions, which the employee may be under when returning. As a joint protection to the employee and the company, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee can perform his or her normal duties or assignments. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks, or one which may limit the employee's future performance of regular duties or assignments.

If the cause of the employee's illness or injury was job-related, the employee's director/supervisor/manager will make a reasonable effort to assign the returning employee to assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before employment can be resumed.

Reasonable Accommodation

It is recognized that employees may experience either a temporary or permanent impairment, which may impact their ability to perform any, or all of the physical and/or mental requirements of their job duties. The

ELC will consider providing reasonable accommodations for employees that would allow them to continue to perform the essential functions of their position, and which do not impose an undue hardship on the ELC's business in accordance with the Americans with Disabilities Act (ADA).

Jury Duty

Time off for mandatory jury duty or court appearances required because of a valid subpoena or court order is excused and paid at full salary for the first ten (10) days of such duty. Required absence in excess of ten (10) days shall be evaluated for impact on the Coalition. There will be no adjustment in the employee's salary for receipt of jury duty pay, witness fees, or expenses. The employee is expected to report for work when it does not conflict with court obligations. It is the employee's responsibility to keep his or her director/supervisor/manager periodically informed about the amount of time required for jury duty or court appearances.

Time off for court appearances not related to jury duty or affiliated with the ELC shall not be compensated and the Coalition will not be a party to any civil or criminal litigation. The employee must arrange for time off without pay or use accrued PDO for such appearances.

Inclement Weather

All employees are expected to report to work at their scheduled times during inclement weather. Employees are required to notify their director/supervisor/manager or Executive Director if they are unable to report to work. Employees who do not report to work as scheduled due to inclement weather conditions may receive pay by charging the absence against accrued paid day off (PDO). If the employee does not have sufficient time accrued for PDO, it will be an unpaid leave of absence. In case of extreme weather emergencies, including such instances as office closure, employees who have been instructed by the Executive Director or his designee not to report to work will receive their normal pay at the discretion of the ELC and the Executive Director. Management bears the responsibility for making decisions to track weather reports, determine if there is a need to close the office(s), cancel scheduled activities or initiate the Coalition COOP. Any change to regularly scheduled hours or activities will be directed by management through email, text or phone tree as established for emergency communications.

SECTION IV

EMPLOYEE INCURRED EXPENSES AND REIMBURSEMENT

To ensure that all proper business-related expenses incurred by employees are reimbursed, the following procedure has been established:

1. All expenditures are to be approved in advance in accordance with the Coalition's fiscal/accounting policies, unless circumstances prevent advance approval.
2. All business-related expenditures must be accompanied by a receipt or evidence of expenditure to receive reimbursement and must be approved, in writing, by director/supervisor/manager or Executive Director.

MILEAGE AND TRAVEL REIMBURSEMENT

Eligible employees of the ELC will be reimbursed for travel expenses in accordance with the Coalition's travel policy and procedure. Employee's director/supervisor/manager will review all work-related travel reimbursements.

SECTION V

ANNOUNCEMENT OF NEW POSITIONS

The ELC believes that the best candidates to fill job openings may well be present employees. The ELC will announce all new positions for five (5) working days within the organization prior to any outside recruitment. All present employees are encouraged to review the requirements for each position and apply for those positions in which they are interested. Applications will be given the same consideration as outlined on Page 1, Section I, Recruitment

IMMEDIATE FAMILY AND RELATIVES

Relatives of ELC employees may apply and, if qualified, will be considered for employment except in certain sensitive areas, such as Accounting, Eligibility or Personnel. Relatives will not be allowed to supervise or evaluate each other. Immediate family and relatives are defined as any persons related to the employee by blood, marriage, or adoption in the following degrees: husband, wife, domestic partner, parent, step-parent, child, grandparent, grandchild; brother, step-brother, sister, step-sister, mother-in-law, father-in-law, brother-in-law, sister-in-law; aunt, uncle, niece, nephew; first-cousin or legal guardian.

The hiring of a family member is prohibited if employment of such an individual would result in the creation of one of the following employment relationships:

- A supervisory/subordinate relationship between a family member and an employee occurs. If a direct supervisor or managerial relationship would be established, family members of a current employee cannot be considered as applicants for an open position.
- An actual conflict of interest or the appearance of a conflict of interest. This prohibits the hiring or employment of an employee's family member in any position such as Accounting, Eligibility or Personnel that would have an auditing or control relationship to the employee's job.

Employees who marry or establish a close, personal relationship may continue in their current positions as long as one of the above note employment relationships is not created. If one of these situations does occur, attempts will be made to find another position within the agency to which one of the employees can transfer. All practical efforts will be made to arrange such a transfer at the earliest possible time. If accommodations of this nature are not feasible, one of the employees must resign.

The Executive Director shall be informed whenever children of employees are enrolled in either/or the School Readiness and/or Voluntary Pre-Kindergarten program.

No employee's relative may be employed in an ELC program without written consent of the Executive Director.

GRATUITIES TO GOVERNMENT EMPLOYEES OR OFFICIALS

In adherence to government regulations, no ELC employee may offer to give or accept a gratuity to any government employee or official on behalf of, or in pursuance of, ELC business. Gratuities are defined as meals, drinks, gifts, expenses, cash, or any other item of value including personal service. An offer to provide, or the actual provision of any form of gratuity to a government employee or official, could constitute grounds for immediate termination.

GRATUITIES TO CUSTOMER REPRESENTATIVES

As an employee of the ELC you may not offer to give, or accept a gratuity from a client, contractor or potential contractor or a representative of in pursuance of business or in conjunction with negotiating business on behalf of this organization. Gratuities are defined as anything of value. Expenses for meals as part of a seminar, convention, or business meeting are not within the definition of gratuities for purposes of this policy. Invitations extended by a client, contractor or potential contractor to participate in any program or activity should be referred to your manager for approval on a case-by-case basis. Any violation of this policy will constitute grounds for immediate termination of the employee.

POLITICAL ACTIVITIES

In recognition of its responsibilities as a business citizen, the ELC encourages its employees to accept the personal responsibility of good citizenship, including participation in civic and political activities in accordance with their interests and abilities. However, the Coalition will follow the guidelines of the HATCH Act which applies to state and local employees who are principally employed in connection with programs financed in whole or in part by grants made by a federal agency. Prohibited activities for employees who may engage in partisan activity include, but are not limited to:

- Knowingly solicit or discourage the political activity of any person who has business before the Coalition.
- Engage in political activity in any government office.
- Engage in political activity while wearing the official Coalition logo or name while in public.

The ELC accepts without reservation, the basic democratic principle that all employees are free to make their own individual decisions in civic and political matters. Therefore, no employee's status with the ELC will be affected, in any way, whatsoever, because of participation or non-participation in lawful civic and political activities.

Participation in civic and political activities is considered to be a personal matter and, as such, is generally to be carried on outside of normal working hours. No political activities or solicitations will be carried on within or on ELC premises. Political activities are defined for purposes of this policy as activities in support of any partisan political issue or activities in support of, or in concert with, any individual candidate for political office, or a political party, which seek to influence the election of candidates to federal, state, or local offices. The definition includes employees who are or may be candidates for political office.

The ELC reserves the right to deny time off for political activity where the activities, in the opinion of the ELC, would unduly interfere with the employee's fulfillment of any obligations to the ELC. However, when an employee's full-time is required for political activity, a leave of absence without pay may be granted (Refer to Section III).

POLICY REGARDING POLITICAL LOBBYING ACTIVITIES

No federal or state funds may be utilized by or on behalf of the ELC to influence a federal or state employee or legislator to award a contract, grant, or other form of funding to the ELC. No federal or state funds may be utilized for any partisan political activity. No employee of the ELC may engage in partisan or nonpartisan political activities during working hours or while at the offices of the Coalition. No Director, officer, or member of the ELC shall involve the Coalition in any campaign on behalf of any candidate for public office or in any political, partisan, or sectarian issue. None of the foregoing prohibits an employee,

Director, officer, or member of the ELC from educating federal or state employees or legislators regarding the programs and services the Coalition provides and the cost of such programs or services.

COMPUTER, TELEPHONE, INTERNET AND CELL PHONE POLICY

All Coalition owned computers are intended for business purposes. However, limited personal usage is permitted if it does not hinder performance of job duties or violate any other policy. All information that is temporarily or permanently stored or transmitted with the aid of ELC computers, e-mail and internet remain the sole and exclusive property of the Coalition. As such, employees should have no expectation of privacy in connection with their access and use of such equipment. Additionally, all software that has been installed on the ELC's computers may not be used for any non-business, unlawful, or improper purpose.

Upon termination of employment, an employee shall not remove any software or data from the ELC owned computers.

A large percentage of the Coalition's business is transacted by telephone. The telephone equipment of the ELC is provided for the purpose of providing service to customers; therefore, it is necessary to limit personal calls. Personal calls should be only made in case of absolute necessity or emergency. If non-emergency personal calls must be made, please arrange to keep them to a minimum. No long-distance personal calls may be made on Coalition phones.

Personal cell phones are permitted to be used by employees. However, no employee may use their personal cell phone to record, videotape or otherwise monitor other staff, Board members or clients. Should a recording take place without the knowledge of staff, Board members or clients, and be reported to the Executive Director or supervisor/manager, this will result in disciplinary action and/or termination of employment. Additionally, no staff member may use their personal or Coalition issued cell phone to video tape or take photos of any confidential client information or proprietary Coalition information without the direct consent of a supervisor or director. Should a video recording or photo of any confidential client information or proprietary Coalition information be taken without the knowledge of staff, Board members or clients, and be reported to the Executive Director or supervisor/manager, this will result in disciplinary action and/or termination of employment.

Many of our positions require the use of electronic mail and research through internet services. Each employee is responsible for the content of all text, audio, or images they place or send over the Coalition's email and internet system. Personal use of the internet and e-mail is unallowable during normal business hours except in emergency circumstances. Permission for any personal use not within the parameters listed must be granted by the Executive Director or his/her designee. Please see Acceptable Use Agreement for Internet and Other Electronic Resources Policy.

Coalition purchased cell phones will be utilized by staff whose positions require them to be accessible during frequent out of office travel. Upon receipt of the initial cellular telephone, the employee will sign a statement attesting to the fact that all cell phone usage was in performance of Coalition business.

In the event that personal calls are made or received using the Coalition cell phone, the employee will provide a personal check or money order payable to the Coalition for full reimbursement for personal usage on a pro-rated per minute basis.

Coalition Property and Equipment

With many ELC staff members working remotely throughout the COVID pandemic, the ELC has provided Coalition owned equipment to staff to ensure the quality and level of service necessary to maintain a good working relationship with Board members, partner agencies, families and contracted providers. All employees are responsible for all, to include but not be limited to, ELC property, equipment, materials, and/or written information issued to them or in their possession or control. As such equipment is often expensive and may be difficult to replace, ELC staff members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Upon request, or upon termination of employment, employees must return all ELC property. Where permitted by applicable laws, the ELC may withhold from the employee's paycheck or final paycheck, the cost of any items that are not returned when required. The ELC may also take all action deemed appropriate to recover or protect its property. Laptops, electronic notebooks, printers, scanners and/or cell phones or any other property owned by the ELC that is removed from the office(s) by employees, are the responsibility of the employee and they are liable for the replacement due to loss or damage.

Staff members should notify their director/supervisor/manager if any equipment appears to be damaged, defective or in need of repair.

Personal Property

The ELC accepts no responsibility for personal property that may be brought to or stored on ELC premises and such property may be inspected or monitored in the ordinary course of conducting business. Accordingly, you should not keep or maintain personal property or information within the office(s) that you expect to be kept private and confidential.

Patents, Copyrights, and Royalties

If any discovery, invention or creation of a training module arises or is developed in the course of or as a result of work or services performed with federal or state funds, or in any way connected with any ELC program, the staff member responsible shall refer the discovery, invention or creation of a training module to the ELC to report to the Division of Early Learning. This includes but is not limited to reports, software, databases, or other copyrighted materials. All ELC employees agree to this term as a condition of employment.

HOLIDAYS

Effective as of July 1, 2019, all full-time employees and those employees working 20 hour or more per week, without exception, will be paid for holidays including those holidays falling during an approved vacation period. The following holidays, and any other days that the Board of Directors may declare, are Coalition holidays. The Coalition is officially closed on these days:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
Two (2) Personal Days	Employee Choice

If these holidays fall on Saturday, the preceding Friday will be a holiday. If they fall on Sunday, the following Monday will be a holiday. During years when Christmas Eve/Day and/or New Year's Eve/Day fall on weekends, the Executive Director will decide which calendar dates will be designated for these holidays.

Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work.

In addition to the holidays listed above, full-time employees may have up to two (2) Personal Days per calendar year (January – December). These days do not rollover so it is recommended to use these days first in the New Year vs. any PDO time.

Use of Personal Days is based on the month the employee was hired. For example, an employee hired between January 1st and June 30th earns two (2) Personal Days to be used by December 31st. Employees hired between July 1st through December, will earn one (1) Personal Day for the remainder of the calendar year. As of December 31st, any unused Personal Day or days remaining for that calendar year will be forfeited.

As of January 1st of the new calendar year, all current full-time employees will again be credited with two (2) Personal Days to use within the New Year, with their supervisor's approval.

Part-time employees working 30 hours per week or more are entitled to one (1) Personal Day per year.

Part-time, Temporary and Contracted employees will not be paid for observed holidays and are not entitled to Personal Days if they work under 20 hours per week.

Eligible employees will be paid for holidays falling during an approved vacation period.

Any employee separating from employment will not be compensated for unused Personal Days.

CONFIDENTIALITY AND INFORMATION SYSTEM ACCESS

As the Coalition, through multiple funding sources, has access to sensitive computerized data, all employees are required to understand and comply with Article I, Section 24 of the Florida Constitution and Chapter 119, F.S. The minimum-security requirements are: passwords are not to be disclosed and information is not to be obtained for an individual or another person's personal use. Security violations may result in disciplinary action. Please see Data Security Agreement.

NOTE: The Early Learning Coalition of Pasco and Hernando Counties, Inc. is a qualified entity under the Volunteer & Employee Criminal History System (VEHCS) - E51040068 and V51040068.

Applicable Authoritative Citations: (Additional information can be found in OEL Grant Agreement)
Grant Agreement Exhibit I, Section E Paragraph 1 and Paragraph 2
OEL's Program Guidance 101.02, Records Confidentiality
OEL IT Security Policies and Procedures
OEL's Data Security Agreement
Additional information is also available in the Coalition's Information Technology Security Policy

Original Policy Approved by Executive Board:
November 20, 2008

Recent Revisions approved by Executive Committee:
June 26, 2024

Recent Revisions Approved by Board of Directors:
July 31, 2024



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