



**CASA**

Court Appointed Special Advocates  
**FOR CHILDREN**

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**CHILD ADVOCATES  
SAN ANTONIO**

Employee Handbook

November 2016

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## **INTRODUCTION**

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Welcome to Child Advocates San Antonio (“CASA”)! We are happy you have joined our team. This handbook outlines personnel policies and applies to all CASA employees. Please read the handbook carefully. If you have any questions, please ask.

CASA has made an important decision to hire you, one that we hope will result in a mutually beneficial relationship. To that end, CASA has arranged for the services of a Professional Employer Organization (PEO), Employer Flexible HR, LLC, (“Employer Flexible”) to help administer payroll, provide employee benefits, and assist with human resources and risk management. Unless you are a temporary employee, you are an employee of both CASA and Employer Flexible. Employer Flexible handles human resources responsibilities such as payroll, benefits, and provides administrative support, while CASA handles the direction of your work as it relates to its business. We succeed by treating each other with respect. We do it by acting as a team. Welcome to the team.

An interesting and challenging experience awaits you as an employee of CASA and Employer Flexible. We have provided this handbook in order to answer some of the questions you may have concerning the policies of the Company. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask your supervisor or a member of Employer Flexible’s Human Resources Department for assistance.

Policies in this handbook are a source of important information about your employment but are not intended to anticipate every situation about your employment. Any policy in this manual may be changed at a later date. While every attempt has been made to ensure that these policies are consistent with state and federal law, if an inconsistency arises, the policy will be enforced in accordance with the applicable law.

Again, welcome!

### **Important Contact Information**

Employer Flexible HR Departments:

Human Resources: 281-377-7610

Payroll: 281-377-7640

Benefits: 281-377-7620

Risk Management: 281-377-7630

Outside Houston: 866-501-4942

Employer Flexible HR Website: [www.employerflexiblehr.com](http://www.employerflexiblehr.com)

## DEFINITIONS

- The term "employee" as used throughout this handbook means those employees of both CASA and Employer Flexible.
- The term "employment" as used throughout this handbook means your employment with CASA and Employer Flexible.
- The term "Company" as used throughout this handbook means both CASA and Employer Flexible.
- The term "CASA" as used throughout this handbook means the separate business entity that enters into a contractual relationship with Employer Flexible.
- The term "on-site supervisor" as used throughout this handbook means Employer Flexible's designated contact at CASA. The on-site supervisor may, at his discretion, delegate responsibilities contained in these policies to other supervisory personnel.
- The term "Board" as used throughout this handbook means the Board of Governors.

## HISTORY OF CHILD ADVOCATES SAN ANTONIO

Child Advocates San Antonio (CASA) is one of over 1,000 programs in 50 states affiliated with the National Court Appointed Special Advocate Association. The local names of these programs vary, to include: Court Appointed Special Advocates, Guardian Ad Litem, Voices for Children, and Child Advocates.

Judge David Soukup of Seattle Washington conceived of the original Guardian Ad Litem program in 1977. Pursuant to this program, individual citizens served as representatives of the community to advocate for children removed from their families because of abuse or neglect. This trained force of volunteers became the eyes, ears, and legs of the court by informing it of the child's circumstances and recommending either reunification of the child with his family or placement in a safe, nurturing environment in which he or she could attain adulthood, whichever was in the child's best interest.

The goal of the child welfare/justice system process is to avoid lengthy stays in one foster family after another. Studies show that a high proportion of juvenile offenders had been abused, neglected, placed often in foster families, and alienated in general through the lack of an opportunity to feel a sense of belonging and identity.

During the late 70s and early 80s, the concern for what happens to children left in the limbo of a temporary situation in foster care led to nationwide reform. Model laws were developed at the federal level. Every state now has laws modeled after the federal laws so that they can be eligible for federal funds. In all states when children are removed from their families by the court and placed in foster care, someone is appointed to advocate for their best interests.

Usually this appointed person is an attorney Ad Litem, but in some states, he or she may be a Court Appointed Special Advocate. There must be a judicial review at least every 5-7 months on each case, and the state child protection agency must review its case plan for each child every 5-7 months. In 1984, the federal government implemented Public Law 96-272. This mandates that Child Protective Service caseworkers show the judge that an effort was made to avoid long-term removal of the child from his or her family and, a case plan sets forth the expectations the family must satisfy to ensure return of their children.

The National Council of Juvenile and Family Court Judges responded to the growing awareness of the problem of "foster care drift" by teaming up with the Edna McConnell Clark Foundation to seek reforms in the child welfare system. This foundation granted funds to the national office of the National Council of Jewish Women to set up five pilot programs modeled after the Kings County Guardian Ad Litem program in Seattle. In 1979, pilot programs in Dallas, TX; Harrisburg, PA; Worcester, MA; Jacksonville, FL; and St. Louis, MO successfully implemented Seattle's court appointed child advocate process and published a start-up manual. Similar programs were instituted in other localities: some funded by the court system, some by the Junior League and National Council of Jewish Women and, increasingly, some through federal grants. The national organization first met in 1982 with 25 groups represented and was named "Court Appointed Special Advocate." Since then, the movement has spread throughout the country. Child Advocates San Antonio began as a community service project of the local section of the National Council of Jewish Women. The first volunteers were assigned in February 1984 and, in 1988, CASA became a freestanding agency with its own Board of Directors. The agency is supported by charitable organizations, corporate donations, government grants, individual donations, private foundation grants, and special events.

When CASA appointed its first volunteers in 1984, the abuse and neglect judicial docket rotated every four months among 11 civil district court judges. In 1994, County Commissioners appointed a special Associate Judge to hear these cases. Associate Judge Peter Sakai held the position from 1994 – 2005. In 2005, with the leadership of District Court Judge John Specia and the support of the Hidalgo Foundation, Bexar County created a state-of-the-art Children’s Court. In response to the growing number of abuse and neglect cases in Bexar County, the court opened and accommodated two judges to hear these child abuse and neglect cases.

In Texas, there are now over 69 established programs and more are in the planning stage. There is a state organization called Texas CASA, which serves as a state network, encourages the growth of new programs, and works on legislative issues as well. In 1985, the state legislature passed a bill giving volunteers with court approved training the right to represent abused and neglected children in court. This bill appears as a line in the Texas Family Code along with a provision for immunity from liability if work is done in good faith.

### **VISION STATEMENT**

Improving the lives of all abused and neglected children  
in state protective custody in Bexar County.

### **MISSION AND PURPOSE STATEMENT**

The mission of Child Advocates San Antonio is to recruit, train, and supervise court-appointed volunteer advocates who provide constancy for abused and neglected children and youth while advocating for services and placement in safe and permanent homes.

CASA’s purpose is to provide and promote court-appointed volunteer advocacy so that every abused or neglected child can be safe, establish permanence, and have the opportunity to thrive.

### **DISPROPORTIONALITY**

CASA demonstrates an understanding of and is committed to addressing disproportionality issues and how they impact the children served and the abused and neglected children of their community.

### **PHILOSOPHY**

Any organization, in order to survive and be successful, must have a sound values system on which all policies and procedures are based. CASA is prepared to meet new challenges and progress with time, but always in accordance with our basic principles, which are as follows:

#### **Integrity – Adhere to the principles of the organization**

1. Be honest with yourself and others
2. Be reliable, accountable and consistent
3. Act in an ethical manner
4. Demand the highest ethical behavior

**Commitment – Build a legacy of positive achievement**

1. Demonstrate loyalty
2. Pursue a shared vision
3. Demonstrate a mutual desire to succeed
4. Assume truth before judgment

**Professionalism – Maintain a standard of excellence**

1. Build individual and organizational skills and knowledge
2. Be responsible for effective performance
3. Exhibit leadership through our actions, words and appearance

**Compassion – Nurture a caring environment**

1. Act in an open, nonjudgmental fashion
2. Acknowledge the needs of others
3. Embrace change, challenge and diversity

## **SECTION 2 – EMPLOYMENT POLICIES**

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### **2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The Company provides equal employment opportunities to all employees and applicants without regard to age, race, color, religious creed, sex (including pregnancy), national origin, disability, veteran status, genetic information or predisposition, or any other characteristics in accordance with applicable federal, state, and local laws. In addition, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location. This policy applies to all terms and conditions of employment, including, but not limited to, recruiting, hiring, training, compensation, promotion, placement, transfer, benefits, job performance standards, leaves of absence, and corrective action(s).

The Company takes complaints of discrimination very seriously and is committed to promptly investigating all such complaints and to taking appropriate action to eliminate discriminatory conduct. To the extent an employee believes the Company's Equal Employment Opportunity Policy is being violated, the employee should follow the reporting mechanisms set forth in the Anti-Discrimination and Anti-Harassment policy (Section 3.2) below.

### **2.2 REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES**

Employment opportunities with the Company are based on an individual's ability to perform essential functions of a specific job. The Company will make reasonable accommodations to aid disabled applicants and employees in performing the essential job functions of their positions unless such an accommodation would impose an undue hardship on the operation of its business. If an applicant or employee believes that he or she needs a reasonable accommodation to aid the individual in performing his or her job duties, the employee should bring such request to the attention of the Employer Flexible Human Resources Specialist.

### **2.3 INCLUSIVENESS AND DIVERSITY**

The Company is strongly committed to promoting diversity and inclusion, acknowledging and valuing employee differences, and creating an environment in which every individual's unique strengths and abilities are developed and valued.

CASA is committed to inclusiveness and diversity as essential values. It demonstrates these qualities in its own operation and promotes them in its governance, management, and quality advocacy for the abused and neglected children it serves.

All CASA employees share in the responsibility for creating this environment, and are expected to demonstrate mutual respect and acceptance in the workplace. At CASA, we believe that utilizing our employees' uniqueness enhances communication, problem-solving and decision-making skills, thereby improving organizational productivity and performance. We also believe that if our Board, employees, and volunteers mirror the diverse make-up of our communities and our clients, we will be able to understand and more effectively respond to our community.

## 2.4 OPEN DOOR POLICY

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. All employees are encouraged to seek information from their immediate supervisor on any matter that is troubling them. Informal discussions between an employee and his or her immediate supervisor when a problem first develops can enable many problems to be resolved without delay. If your problem is not resolved after discussion with your supervisor or if you feel for any reason that discussion with your supervisor is inappropriate, you are encouraged to request a meeting with a representative of the Employer Flexible Human Resource Department.

In an effort to resolve the problem, the representative will consider the facts and may conduct an investigation. Confidentiality cannot be guaranteed but will be maintained to the extent possible. The Company does not tolerate any form of retaliation against employees availing themselves of this procedure in good faith.

### **Whistleblower Policy**

The Board will ensure the Board and the CEO of CASA reflect the high ethics and strong reputation of CASA. Problems that can threaten the reputation of CASA, or concerns regarding dishonesty, fraudulent or unlawful behavior, should be reported to the Board President and/or the CEO. Confidentiality cannot be guaranteed but will be maintained to the extent possible.

### **No Retaliation**

CASA will not retaliate against an employee who, in good faith, has made protest or raised a complaint against some practice of CASA, or of another individual or entity with whom CASA has a business relationship, based on a reasonable belief that the practice is in violation of law, a clear mandate of public policy, or violates the whistleblower policy.

Anyone who believes that he or she has been retaliated against may file a complaint with the Employer Flexible Human Resources Department, the CEO of CASA, or the President of the Board, if the employee perceives retaliation from the CEO of CASA. If retaliation is found, it will result in a proper remedy for the person harmed and the initiation of disciplinary action, up to and including dismissal. This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

## 2.5 DURATION OF EMPLOYMENT

At CASA, all employment is **at-will**, meaning the employee or CASA may terminate the employee with or without cause and with or without notice at any time. Nothing in this handbook or in any document or statement will limit the right to terminate employment at-will. No manager, supervisor, or employee of CASA, other than the CEO with written approval from the Board, has the authority to enter into an agreement for employment for any specified period or to make an agreement for employment other than at-will. An employment agreement entered into by the CEO with written approval from the Board shall not be enforceable unless it is in writing and signed by both parties. Such an agreement, however, is not binding on Employer Flexible unless it is agreed to in writing by the President, Vice President, or CEO of Employer Flexible.

## **2.6 OUTSIDE EMPLOYMENT**

Employees may hold outside employment so long as they meet the performance standards of their job with the Company and provided the outside employment does not create a conflict of interest. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any outside work employment.

If it is determined that an employee's outside work conflicts or interferes with performance, safety, or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if the employee desires to remain with the Company.

## **2.7 PERSONAL DATA CHANGES**

It is the responsibility of each employee to promptly notify CASA and Employer Flexible of any changes in his or her personal data including but not limited to name, address, telephone number, dependent information, emergency contacts, beneficiaries, military service status, and educational achievements.

## **2.8 SEPARATION FROM EMPLOYMENT**

Employees may separate from employment with the Company via voluntary resignation, involuntary termination, or layoffs due to lack of work. The Company requests that employees who resign provide at least two weeks written notice prior to resignation. The employee's resignation letter should include the last day of work, a forwarding address, a signature, and date. An exit interview where the employee can discuss his or her reasons for leaving and any impressions of the Company is generally scheduled on the last day. If an employee does not provide advance notice as requested, the Employee will be considered ineligible for rehire.

## **2.9 REPORTING CHILD ABUSE**

CASA employees, volunteers, and board members are required to report any suspicion of child abuse or mistreatment immediately to the Texas Department of Family and Protective Services at 1-800-252-5400. Failure to do so within 48 hours is a violation of Texas law. If you observe a child being abused or mistreated, you are required to call local law enforcement or call 911.

## **2.10 PERSONNEL FILES**

Employer Flexible maintains a personnel file on each employee. The personnel file generally includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

## **2.11 HUMAN RESOURCES MANAGEMENT**

CASA follows approved written policies for recruiting, selecting, training, and evaluating its personnel. Practices are in place that encourage development of a diverse, effective staff.

## **2.12 VOLUNTEER MANAGEMENT**

CASA follows approved written policies regarding recruitment; application, selection, and screening; training; supervision; assignment of roles and responsibilities; and dismissal of volunteers.

## **2.13 TRAINING AND DEVELOPMENT OPPORTUNITIES**

Employees are offered many training and development opportunities throughout the year, including training conferences by Texas CASA and local organizations. Employees are required to participate in diversity training once per year. Employees are also required to complete at least twelve hours of continuing training each year.

## **SECTION 3 – EMPLOYEE CONDUCT**

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### **3.1 BUSINESS ETHICS AND CONDUCT**

The successful business operation and reputation of CASA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires all employees to carefully observe the spirit and letter of all applicable laws and regulations, as well as scrupulously regard the highest standards of conduct and personal integrity.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

CASA upholds the credibility, integrity, and dignity of the CASA mission by conducting all business in an honest, fair, professional, and compassionate manner. Recognizing and respecting the sensitive nature of the work, the program maintains the highest confidentiality.

### **3.2 ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

It is the policy of the Company to maintain a comfortable working environment for all employees and one that is free from all forms of unlawful discrimination and harassment against any employee or applicant for employment by anyone, including supervisors, co-workers, vendors, or clients. Discrimination or Harassment based upon age, race, color, religion, gender (including sex stereotyping), national origin, citizenship, pregnancy, disability, veteran status, medical condition, genetic information or predisposition, protected activity (*i.e.* opposition to or making a complaint of discrimination or harassment) or any other basis specified by federal, state or local law, will not be tolerated. This conduct will not be tolerated even if it does not rise to the level of legally cognizable harassment or discrimination.

1. Harassment in violation of Company policy includes but is not limited to: unwelcome slurs, jokes, verbal, graphic or physical conduct relating to an individual's race, color, religion, sex (including pregnancy), age, national origin, citizenship, disability, genetic information or predisposition, veteran status or any other legally protected characteristic. Harassment in violation of this policy may also include conduct that has the potential for humiliating or embarrassing an employee of the Company. This behavior includes persistent disturbances, tormenting actions, incursions, or hostility consistent with rude, inflammatory, or abusive verbal, written or physical attacks and similar conduct.
2. Sexual harassment in violation of Company policy consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a) Submission to such conduct is an explicit or implicit term or condition of employment;
  - b) Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, creates an intimidating, hostile or offensive working environment, or otherwise affects an individual's employment opportunities.

The Company's anti-discrimination and anti-harassment policy applies to all individuals involved with the Company including executives, managers, supervisors, co-workers, clients, and vendors.

### **Complaint Procedure**

The Company is committed to preventing inappropriate behaviors from escalating to conduct constituting unlawful harassment and/or discrimination. Any employee who feels that he or she has been or is being harassed or discriminated against, is encouraged to immediately inform the alleged perpetrator that the behavior is unwelcome. In most instances, the person is unaware that the conduct is offensive and, when advised, will easily and willingly correct the conduct so that it does not reoccur. If the informal discussion with the alleged harasser is unsuccessful in remedying the problem, if such an approach is not possible, or if the employee is uncomfortable addressing the issue in this manner, the employee should immediately report the complained-of conduct to his or her immediate supervisor, manager, or to the **Employer Flexible Anti-Harassment Hotline at 866-501-4942**. If the complained-of-conduct relates to the CEO, the complaint should be made either to the President of the Board or to the hotline. The report should include all facts available to the employee regarding the harassment. An employee should report inappropriate conduct the very first time it occurs before it reaches a level that interferes with the employee's or another employee's work performance.

If a complaint is raised and the employee either does not receive or is not satisfied with the response, the employee is required to promptly notify Employer Flexible of the complaint.

### **Investigative Procedure**

The Company will promptly, thoroughly, and impartially investigate all complaints of harassment and discrimination to determine whether a violation of this policy or other improper conduct has occurred. All reports of discrimination or harassment will be treated seriously. However, absolute confidentiality is not promised nor can it be assured. An investigation of any complaint will likely require limited disclosure of pertinent information to certain parties, including the alleged harasser. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

If the Company determines that a violation of this policy has occurred, the Company will take appropriate corrective action.

### **Anti-Retaliation**

The Company will not permit or condone any acts of retaliation against anyone who has complained in good faith of discrimination or harassment or cooperates in the investigation of the same. An individual who believes that he or she has been subjected to, or has observed someone else being subjected to retaliation is expected to immediately report his or her concerns to the Company by directing a complaint to his or her immediate supervisor, manager, officer of the Company, or Employer Flexible Human Resources department. If an individual does not believe his or her concern of retaliation is being handled satisfactorily for any reason, the employee is required to contact Employer Flexible.

## **3.3 GUIDELINES FOR APPROPRIATE EMPLOYEE CONDUCT AND EMPLOYEE DISCIPLINE**

As CASA team members, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from

any behavior that might be harmful to themselves, co-workers, CASA, or, that might be viewed unfavorably by current or potential clients or by the public at large. Employee conduct reflects on CASA. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

### **Conduct**

- Violating any of the Company's policies including the Company's Anti-Discrimination and Anti-Harassment policy (Section 3.2) and Violence in the Workplace policy (Section 3.6);
- Fighting or using obscene, abusive, or threatening language or gestures;
- Unauthorized possession of firearms on Company premises or while on Company business (unless otherwise allowed by law);
- Discourteous behavior towards coworkers, customers and/or clients;
- Inappropriate computer usage as explained in the Communication Systems Policy (Section 5.4).

### **Employment**

- Misrepresentation of skill-set during pre-employment interviewing process;
- Falsifying employment or other Company records;
- Disregarding safety or security regulations;
- Insubordination, failure or refusal to do work assigned;
- Unsatisfactory job performance;
- Excessive failure to clock in/out, permitting another employee to or clocking in/out for another employee;
- Working beyond scheduled shift hours without managerial approval;
- Excessive absenteeism or tardiness;
- Failure to report absence;
- Leaving the place of work without permission;
- Smoking in an unauthorized area;
- Soliciting, accepting, or participating in gratuities or political propaganda from, or with, customers or clients in excess of the policy.

### **Confidentiality**

- Failing to maintain the confidentiality of CASA or client information as defined in the Confidential Information policy (Section 3.4);
- Breach of HIPAA regulations;
- Gossiping and Maligning.

### **Theft**

- Unauthorized use of CASA's name or credit;
- Unauthorized purchases or returns of CASA property and/or supplies;
- Excessive, unnecessary, or unauthorized use of CASA property and supplies, particularly for personal purposes;
- Theft of property from co-workers, customers, clients, or the Company.

## Drug/Alcohol

- Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs either at work or off-duty;
- Bringing or using alcoholic beverages on CASA property or using alcoholic beverages while engaged in CASA business off CASA premises, except where authorized.

## Guidelines for Employee Discipline

Should an employee's performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules, or regulations, the employee will be subject to disciplinary action, up to and including termination.

Where appropriate, the Company will follow a policy of progressive employee discipline. Certain employee conduct is so serious that it warrants skipping some of the below steps and, in some cases, immediate termination. When progressive discipline is appropriate, major elements of this policy include:

- **VERBAL REPRIMAND.** The first step in the Company's progressive disciplinary policy is generally the "verbal reprimand." This is a verbal warning to an employee that the employee's conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action.
- **WRITTEN REPRIMAND.** The second step is generally a "written reprimand." This reprimand will describe the unacceptable conduct or performance of the employee and specify needed changes or improvements. A copy of the written reprimand will be retained in the employee's personnel file.
- **SUSPENSION.** The third step is generally a "suspension." The suspension will be for a length of time to be determined by the Company in its sole discretion.
- **TERMINATION.** The final step in the disciplinary procedure is the termination of the employee. If an employee fails to amend the employee's conduct or performance to the standards required by the Company or engages in other misconduct, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding this progressive disciplinary procedure policy, as previously noted, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, eliminate any or all of the steps in the discipline process.

## **3.4 CONFIDENTIAL INFORMATION**

The nature of our business dictates a level of confidentiality from everyone employed by CASA. Confidential or proprietary information should not be discussed outside CASA with anyone at any time. For purposes of this policy, "Confidential or proprietary information" means (i) CASA trade secrets and information about CASA's confidential business methods; (ii) information relating to children served by CASA, their families or their cases, CASA volunteers or CASA employees; (iii) client or prospective client names or information; (iv) information related to CASA's finances; and (v) any other CASA information that the employee is provided in circumstances in which it is reasonably understood that the information is confidential. Moreover, discussions of client matters are limited to the client and CASA personnel on a "need to know" basis. This policy in no way prohibits employees from discussing the terms and conditions of their employment.

Additionally, **all employees must follow HIPAA (Health Insurance Portability and Availability Act) rules and regulations** because both individual employees and CASA can be held legally liable for information disclosed. As HIPAA (Health Insurance Portability and Availability Act) requires, the Company and its employees are prohibited from the unauthorized disclosure of any personally-identifiable health information, including genetic information, which pertains to a consumer of health care services.

### **3.5 CONFLICT OF INTEREST**

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. The purpose of these guidelines is to provide general direction in actual and potential conflicts of interest. Employees should seek further clarification on issues related to potential conflicts of interest. Employees who do have a conflict or potential conflict in a transaction may be recused from that transaction.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of CASA. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refer to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit CASA, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of CASA's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose this relationship to an officer of CASA as soon as possible.

Receipt of gifts and favors may constitute a conflict of interest. No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee.

Employees are not to give, offer, or promise directly or indirectly anything of value to any judge or court employee, client, representative of a client, potential client, vendor or potential vendor, financial institution, or potential financial institution with whom CASA has or may have a business relationship unless given explicit permission by the CEO for marketing or promotional purposes.

CASA permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of CASA, create actual or perceived conflicts of interest.

### **3.6 VIOLENCE IN THE WORKPLACE POLICY**

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for clients and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence. Any employee who commits, or threatens to commit, a violent act against any person, while on CASA premises or while engaged in CASA business off the premises, will be subject to immediate discharge.

Employees within CASA share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to the employee's supervisor or a member of management. Employees must assume that any threat is serious. Any threat reported to a supervisor should be brought to the attention of management and/or Employer Flexible. The Company will carefully investigate all reports. Employee confidentiality cannot be guaranteed but will be maintained to the fullest extent possible.

#### **Weapons in the Workplace**

It is the intent of the Company to provide a safe and secure workplace for employees, clients, visitors and others with whom we do business. The Company has "zero tolerance" for and expressly forbids the possession of any type of weapon (except for tools supplied by the Company for utility purposes), firearm, explosive, or ammunition on CASA property. This includes, but is not limited to, all CASA facilities, vehicles, and equipment, whether leased or owned by the Company or its clients. Firearms in employee-owned vehicles parked on CASA property are strictly governed by applicable state laws.

Such possession as described above will result in immediate termination of employment.

Employees within CASA share the responsibility of identifying violators of this policy.

### **3.7 EMPLOYEE SAFETY AND HEALTH**

It is the policy of the Company to provide its employees a safe and healthy work place and to follow procedures aimed at safeguarding all employees. Accident prevention and efficiency in production go together; neither should be given priority over the other. Workplace accidents must be reported according to the Workplace Accident Policy.

The Company complies with state and federal regulations concerning the health and safety of its employees. However, the Company believes that the best source of protection for health and safety of the workforce is the individual employee. Therefore, every employee is directly responsible for the proper care and use of CASA property and equipment placed in his or her charge, either temporarily or on a regular basis. We are committed to maintaining a safe and healthy work environment, and employees are expected to demonstrate a cooperative spirit by working together in helping the Company in this effort. You should be aware of OSHA regulations pertaining to your position.

Safety is everyone's responsibility.

**Responsibilities of the employee include, but are not limited to:**

- Obeying the safety rules.
- Following safe job procedures. No taking short cuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Use care or ask for assistance when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to his supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.
- While driving on CASA business, employees are prohibited from talking on a cell phone without a hands-free device or checking emails or text messages. Employees must pull over to a safe location for any such activity.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

**3.8 WORKPLACE ACCIDENTS**

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are currently covered by workers' compensation insurance provided by Employer Flexible or based on state regulations. The Company reserves the right to change this coverage at any time.

In the event of an injury or workplace accident, employees are required to immediately notify the on-site supervisor and Employer Flexible's Risk Management Department at (281) 377-7605 so that a Supervisor and Employee Report of Accident Form can be completed. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay benefits in connection with the injury or illness.

Employees injured on the job are required to submit to a post-accident drug test within 24 hours of the accident. Failure to submit to a post-accident drug test within 24 hours may result in disciplinary action up to and including termination.

Assistance from outside emergency response agencies should be sought, if needed. If the injury does not require medical attention, the employee must still complete the Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

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

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with the applicable policy and state law. Questions regarding workers' compensation insurance should be directed to the on-site supervisor or the Employer Flexible Workers' Compensation Department at (281) 377-7605.

### **3.9 DRUG FREE WORKPLACE POLICY**

One requirement for a positive, safe and productive workplace is the absence of substance abuse. It is against Company policy for employees to possess, use, purchase, manufacture, sell, dispense, distribute or be under the influence of alcohol, any Controlled Substance or Illegal Drugs in the Workplace. "Under the influence" means entering the Workplace with Illegal Drugs or Controlled Substances in your system in any detectable amount. "Illegal Drugs" and "Controlled Substances" include, but are not limited to, illegal inhalants, amphetamines, methamphetamines, barbiturates, cocaine, narcotics, opiates, heroin, morphine, codeine, methadone, PCP and other hallucinogens, and marijuana. "Workplace" is defined as (i) any CASA building, grounds, vehicle, or other site owned, leased or otherwise used whether permanently or temporarily, by CASA or for CASA business; (ii) any site where an employee conducts, supervises, takes part in or in any way participates in a CASA-sponsored or a CASA-approved activity, event or function; or (iii) any other site where the employee is performing work for CASA or representing CASA.

#### **Prescription Drugs**

If due to a medical condition it is necessary for an employee to be under the influence of prescription drugs during work hours, while performing work for CASA or while on CASA premises, such employee may do so pursuant to a valid prescription by the employee's physician provided the drugs are being used in the prescribed manner. However, if the use of prescription drugs affects the safety of the employee or others in the workplace, affects the employee's behavior in an adverse manner, or otherwise detrimentally impacts the ability of the employee to perform his or her job functions, such use may be prohibited.

Any violation of these prohibitions may result in corrective action up to and including termination.

#### **Background Check and Drug Testing**

All applicants must pass a background check and drug screen before beginning work. Refusal to submit to the drug screen will result in disqualification of further employment consideration. The Company will take steps to prevent and discourage use, possession, sale, or distribution of stated contraband at any time by any Company employees or contract employees. In accordance with this policy, reasonable suspicion screening may be conducted. Such testing will be performed by the Company using qualified contracted agents, or qualified, named employees in a confidential manner.

#### **Searches**

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right to conduct searches or inspections that include, but are not limited to, employee personal belongings, employee's work area, desks, computers (including searches of e-mails, etc.), personal vehicles located on CASA premises, and any other property located on CASA premises or work sites. As such, employees have no expectation of privacy for any area of CASA premises or anything an employee brings into the workplace. Failure to cooperate with a search is misconduct and is grounds for disciplinary action, up to and including termination of employment.

## **Treatment**

Information regarding the availability of treatment programs, if any, such as assistance provided by Employer Flexible's health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting your Employer Flexible Human Resource Specialist at (281) 377-7610.

### **3.10 TOBACCO USE PROHIBITED**

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, use of tobacco smoking, including use of e-cigarettes, smokeless tobacco, chewing tobacco, etc. in CASA offices and facilities is prohibited. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. CASA does not maintain a designated area where smoking is allowed.

It is critical that breaks taken for smoking in no way interfere with business or the employee's responsibility to CASA's clients, children, volunteers, CPS case workers or anyone else. Further, employees are not allowed to smoke while in the presence of a CASA client.

Please contact your on-site supervisor if you have any questions regarding the smoking policy.

### **3.11 ROMANTIC RELATIONSHIPS OR NON FRATERNIZATION**

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees.

Accordingly, all employees, both managerial and non-managerial, are discouraged from becoming romantically involved with other employees, when, in the opinion of CASA, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. Moreover, all employees, both managerial and non-managerial, are strictly prohibited from dating clients, including parents of children served by CASA and other professionals or vendors with whom the employee has contact in connection with the employee's work for CASA. Please also see Conflict of Interest policy (Section 3.5).

An employee involved with a client, supervisor or fellow employee or anyone otherwise affiliated with CASA should immediately and fully disclose the relevant circumstances to his or her supervisor so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts related to a relationship covered by this policy may lead to disciplinary action, up to and including termination.

All employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy as provided in this Handbook.

## SECTION 4 – HOURS AND COMPENSATION POLICIES

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### 4.1 CLASSIFICATION OF EMPLOYMENT

Employees at CASA are classified as full-time, part-time, or temporary for purposes of salary administration and eligibility for overtime payments and employment benefits.

- **Full-time Regular Employees** – Employees hired to work normal, full time, 30 hour or more workweek on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Under CASA's current plan, these employees are eligible for company benefits.
- **Part-time Regular Employees** – Employees hired to work fewer than 30 hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. These employees are not currently eligible for company benefits except those mandated by law.
- **Temporary Employees** – Employees engaged to work full time or part time with the understanding that their employment will be terminated no later than upon completion of a specific assignment. (Note that a temporary employee may be offered, and may accept, a new temporary assignment with CASA and thus still retain temporary status.) Such employees may be "exempt" or "non-exempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Company.) These employees are not eligible generally for company benefits except those mandated by law.

In addition, generally employees will be classified as Exempt or Non-Exempt.

- **Definition of Non-exempt Employees** – Employees who are required to be paid minimum wage and overtime at the federal or state prescribed wage rate, whichever is higher.
- **Definition of Exempt Employees** – Employees who are generally paid a stated salary regardless of the number of hours worked and whose duties are "exempt" from overtime under applicable law. Executives, professional employees, outside sales representatives, certain computer programmers and employees in some administrative positions are typically exempt. The salary paid to these employees classified as exempt is intended to compensate them for any and all hours worked in a given week.

#### **Exempt Employee Reduction of Salary**

Exempt employees are generally paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in certain limited circumstances:

1. Employees who are absent from work for at least a full day because of personal reasons or for sickness or disability (if the employee has accrued time off under the company's paid time off, vacation, sickness, or disability policy) and the absence qualifies for pay under such policy.
2. Employees who are absent from work for jury duty, attendance as a witness, or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees, or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
3. If an employee violates a safety rule of major significance, his or her salary may be reduced in an amount to be determined by the Company as a penalty for that violation.

4. Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed pursuant to a written policy applicable to all employees regarding serious misconduct including but not limited to workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of such unpaid suspensions is hereby incorporated into all such policies.
5. Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
6. Employees who take leave under Company policy will not be paid for that time unless they have accrued paid time off under CASA's paid time off, vacation, sickness, or disability policy, if any, in accordance with state and federal law.
7. Employees who miss an entire workweek for any reason will have their salary reduced by a week's worth of pay.

This policy is subject to applicable law. The Company will follow applicable law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

#### **Prohibited Reductions and Complaint Procedure**

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Employer Flexible Human Resources Specialist. The employee will not be penalized in any way for making such a complaint.

## **4.2 HOURS OF OPERATIONS**

All employees are expected to adhere to their schedule, unless otherwise directed by their supervisor. Employees should be aware that the hours worked will fluctuate.

The standard office hours are 9:00 AM to 5:00 PM Monday through Friday. The employees are allotted a lunch period of at least thirty (30) minutes. From time to time, it may be necessary for you to work altered work schedules, which may include additional hours, evenings, and weekends to complete a job function. If the occasion arises that you will be required to work an altered schedule, you will be given as much advance notice as possible.

In order to facilitate the smooth flow of business and to adequately cover the phones, the supervisor may assign or change lunch break times to meet the needs of CASA. Breaks and lunch periods are to be conducted within the time allotted and employees must return to their work stations in a punctual manner.

#### **Travel Pay**

Employees are paid for work-related travel. Mileage is paid at that rate per mile allowed by the IRS. The employee assumes liability for any personal vehicle in work-related travel. Verification of current driver's license and vehicle liability insurance in at least the minimum amounts required by state law must be provided.

Business use of a personal vehicle from home to a business location other than CASA office will be reimbursed. When starting the business day at the office, reimbursement will only be made after arrival at the office.

### **4.3 LACTATION BREAK**

CASA will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. CASA will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom stall, in which the employee may express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy.

### **4.4 ABSENTEEISM AND TARDINESS**

Regular attendance is an essential job duty of all CASA positions. It is extremely important to CASA's operation that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor personally as soon as possible before your scheduled start time. In the event of a sickness or accident while performing your duties, notify your supervisor or supervisor's designee immediately.

If you are absent for two or more consecutive workdays, a statement from a physician may be required before you will be permitted to return to work.

Unexcused or excessive absenteeism or tardiness may be grounds for disciplinary action, up to and including termination. If you are absent for three or more consecutive business days and fail to properly report your absences, this may be considered a resignation of your position and you may be terminated for job abandonment. Extenuating circumstances will be considered on a case by case basis.

### **4.5 EMERGENCY OFFICE CLOSING**

This policy establishes guidelines for operation during periods of extreme weather and similar emergencies. CASA remains open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, all employees are urged to use their own discretion in deciding whether they can commute safely to work.

When CASA is open for business, employees who do not report to work because of inclement weather have the option of taking PTO (see Section 7.4) if available or, if no PTO is available, leave without pay. If weather or other emergency conditions prevent employees from reporting to work on time, the employees remain responsible for notifying their supervisor prior to the beginning of the employee's shift. Such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voice mail message for the supervisor or a message with the supervisor's designee is acceptable. Employees should leave a phone number where they can be reached.

### **4.6 TIMEKEEPING**

Accurately recording time worked is the responsibility of every staff employee. Time worked is all the time actually spent on the job performing assigned duties.

All non-exempt employees must maintain a weekly time record (time sheet) to certify the accuracy of all time worked each day, including number of hours worked less unpaid breaks (of more than 20 minutes) and other time taken whether paid or unpaid, such as paid time off, holiday, and inclement weather. Breaks of 20 minutes or less must be included in hours worked.

At the end of each week, non-exempt employees must sign the time sheets to recertify its accuracy. The supervisor will review and then sign the time record before submitting it for processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

All employees must maintain a monthly Activity Log that records actual time worked and total hours by task. The Activity Log ensures to our funders that employees paid by a particular grant for particular work are in compliance with the grantors wishes. These sheets often accompany request for reimbursement by particular grantors. Employees must record the actual number of hours worked less unpaid breaks and other time taken whether paid or unpaid, such as paid time off, holiday, and inclement weather. Employees must sign the Activity Log to recertify its accuracy. The supervisor will review and then sign the records before submitting it for processing. In addition, if corrections or modifications are made, both the employee and the supervisor must verify the accuracy of the changes by initialing the record.

All signed records by both exempt and non-exempt employees will be turned in by the employee to their immediate supervisor. The supervisor will forward the record to the finance department by the deadline provided. To ensure timely payment it is critical that employees timely submit these records.

Time and attendance reports and related documents will be maintained on all employees. Records will be made available for inspection by the employee, if requested. No one, but you, may sign your time sheet. At no time should you, for any reason, sign another employee's time sheet. Altering, falsifying, or tampering with a time record is a serious matter that may result in disciplinary action, including but not limited to, termination of employment. If you have any question regarding how to record time worked, speak with your supervisor.

#### **4.7 PAYDAY AND PAYROLL CORRECTIONS**

Exempt employees have the choice to be paid either bi-monthly or on the last workday of the calendar month. Non-exempt employees will be paid bi-weekly. For paydays falling on a weekend or bank holiday, you will be paid the prior business day. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of CASA.

If you resign your last paycheck will be paid on the next regular pay cycle.

If you are terminated, you will be issued a check for full payment to you not later than the sixth day after the date you are discharged.

CASA takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the event that there is an error in the

amount of pay, the employee should promptly bring the discrepancy to the attention of his/her supervisor and the finance department so that corrections can be made. Errors will be corrected on the next scheduled payroll or as soon as administratively possible. There will be no retaliation against any employee who reports pay errors in good faith.

#### **4.8 OVERTIME FOR NON-EXEMPT EMPLOYEES**

Overtime may be required for non-exempt employees. Other than unexpected, emergency situations, all overtime must be authorized prior to its occurrence by the employee's supervisor or, if unavailable other authorized management employee. Employees will be advised as soon as possible if there is a need for the employee to work overtime. Overtime must be clearly noted on the time sheet and should be initialed by the immediate supervisor or approving manager.

Overtime will be paid to eligible non-exempt employees in accordance with applicable law.

## **SECTION 5 – OPERATIONS POLICIES**

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### **5.1 APPEARANCE**

CASA employees are expected to dress professionally. Employees are allowed to wear jeans, provided that they are appropriate. Employees who go to court are required to wear business professional or business casual clothes at all times.

Hair color, visible tattoos, and body art must be tasteful and the employee may be required to cover tattoos or remove visible body art at management's discretion. If an employee comes to work with a hair color that is not business appropriate, the employee may be asked to leave until he or she applies a suitable shade. If an employee is unsure if a physical change he or she is considering will be acceptable for the office, the employee should inquire with his or her manager before making the modification.

Employees are expected to use good judgment in selecting the attire to be worn to the office. We must all remember that our appearance forms the basis of our clients' first impressions of us. A casual or unkempt appearance or poor hygiene is inconsistent with CASA's image and reputation and you as a representative. If your supervisor feels your apparel is inappropriate, you may be asked to leave the workplace until you are properly dressed and/or groomed. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

Examples of casual clothes that are not suitable include:

- Sloppy or unkempt clothing
- Shorts (athletic or otherwise)
- Spandex pants
- Bathing suits or beachwear
- Collarless shirts
- Halter tops or backless attire
- Tank tops with spaghetti straps
- Muscle shirts
- T-shirts (with or without writing)
- Short skirts
- Sweatshirts
- Sandals and flip flops
- Tennis shoes

### **5.2 MAINTENANCE OF WORK AREAS**

Employees are responsible for maintaining their own work areas in a presentable manner. Employees are also responsible for maintaining the confidentiality of CASA-related files.

### **5.3 CELL PHONES AND PERSONAL PHONE CALLS**

During business hours, you are requested to keep personal calls and personal cell phone use, whether on the business phones or a personal cell phone, to a minimum. Business phones may not be used for international

calls or calls that would result in a charge to CASA without prior approval from an authorized CASA management employee.

#### **5.4 COMMUNICATION SYSTEMS**

Employees must comply with the following Company policies and procedures regarding the use of Company issued communication systems.

##### Business and Personal Use

All CASA communication systems shall be used for the primary purpose of fulfilling the business needs of CASA only. Incidental and occasional brief personal use is permitted within reasonable limits. CASA requests that employees minimize their storage of personal electronic messages and other information.

##### Prohibited Use of Communications Systems

CASA's communication systems shall not be used as a forum to promote religious or political causes, or illegal activity. Offensive or improper messages or opinions, transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others or that violates the Anti-Discrimination and Anti-Harassment policy (Section 3.2) are also prohibited on CASA's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system, messages or emails except when authorized.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Furthermore, work completed as part of an employee's normal work is CASA property. Unauthorized downloading or installing of licensed software is not permitted.

In no event shall an employee forward to any person not bound by this Policy copyrighted material, client records, employee records, trade secrets, or any other CASA proprietary information through the Internet.

##### Monitoring and Access

Employees should have no expectation of privacy in any correspondence, messages, or information on CASA communication systems or database systems. CASA reserves the right to access and disclose electronic communications and files stored on CASA communication systems without prior notice to the employee. By using CASA's communication systems, all employees knowingly and voluntarily consent to their usage of the systems being monitored and acknowledge and agree to CASA's right to conduct such monitoring.

##### Violations

Any violation of these guidelines may result in disciplinary action, up to and including termination and, if necessary, the Company will advise appropriate legal officials of any legal violations.

## 5.5 SOCIAL MEDIA POLICY

CASA understands that many employees choose to use social media to interact with family, friends and coworkers. Because your use of social media presents certain risks to you and CASA, we have established these guidelines for appropriate social media use to assist you in making responsible decisions while using social media.

This policy applies to all use of social media by employees. Social media means any electronic communication that allows you to create, transmit or post information or content of any sort on the Internet, including to a web site or web log (blogs), personal social networking accounts (such as Facebook and Twitter), chat rooms, message boards and other online group discussions, wikis, video sharing sites (such as YouTube), podcasts, and any other form of electronic communication. Because technology is rapidly changing, this definition of “social media” should be read broadly to encompass new forms of social media consistent with this broad definition.

### **Business Use of Social Media**

CASA may authorize employees to use social media on CASA’s behalf. To best serve CASA’s business objectives, CASA will publish and create social media content *only* through designated and authorized employees. Employees may not speak on CASA’s behalf or create online content in a manner that could reasonably be attributed to CASA without prior written authorization from CASA. Only employees who agree to comply with CASA’s rules regarding business use of social media will receive such authorization.

### **Guidelines for Personal Use of Social Media**

The same principles and guidelines found in other CASA policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved, as well as the following guidelines:

- **Know and follow the rules:** Carefully read this policy and CASA’s policy against harassment, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may lead to corrective action, up to and including termination.
- **Be respectful:** Always be respectful and professional to your peers, customers, and suppliers. If you decide to post complaints or criticism online, avoid posting content that reasonably could be viewed as threatening, that disparage customers or suppliers, or that might constitute harassment as defined in CASA’s policies. Examples of such prohibited conduct include posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other protected status protected by law or CASA policy.
- **Be honest and accurate:** Never post any information or rumors that you know to be false about CASA, your coworkers, customers, suppliers or competitors.
- **Use good judgment:** Remember that even “private” social media content may easily become public and/or shared or disseminated beyond its intended audience. The Internet often archives everything, and even deleted posts may often be accessed.

- **Respect confidentiality:** Maintain the confidentiality of CASA trade secrets and private or confidential information, such as information regarding the development of systems, processes, products, and technology.
- **Be transparent:** Do not represent yourself as a CASA spokesperson unless you have received written authorization from CASA to do so. If you are posting content regarding CASA, do not state or imply that you are speaking on behalf of CASA, its customers, or its suppliers. For example, you may include a disclaimer stating that “The postings on this site are my own and do not necessarily reflect the views of CASA.”
- **Remember your work responsibilities:** Don’t use social media during time that you are expected to be working (not including authorized breaks or meal times) or using CASA equipment, unless you have received written authorization to use social media as part of your job duties in compliance with CASA’s policies. Do not use your CASA email address to create accounts on social media sites for personal social media use.

### **Media Contacts**

CASA strives to anticipate and manage public relations situations in order to reduce disruption to our employees and to maintain our reputation. To best serve these objectives, CASA will respond to the news media in a timely and professional manner *only* through designated spokespersons. Every employee who is not a designated CASA spokesperson is expected to answer social media and/or reporter questions asking for a CASA statement or for CASA’s position as follows: “I am not authorized to comment for CASA. Let me have one of our spokespersons contact you.”

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or the Employer Flexible human resources department.

Employees should know that CASA has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by CASA at any time without prior notice.

## **5.6 CASA PROPERTY AND EQUIPMENT**

CASA owned equipment essential in accomplishing job duties is expensive and may be difficult to replace. When using CASA property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees may be responsible for the cost of repair to any damage or other loss caused by the employee.

Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repairs. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job. Stealing CASA equipment is not tolerated and any employee found stealing CASA equipment may be subject to disciplinary action, up to and including immediate termination of employment.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

### **Return of CASA Property**

Any CASA property issued to you, such as software, computer equipment, databases, files, pager, keys, parking passes or credit card must be returned to CASA at the time an employee separates from the Company whether it be voluntarily or involuntarily. You may be responsible for any lost or damaged items. If the employee does not have the property with them at the time of their termination, arrangements must be made for returning the property prior to the employee's last day of employment. Any outstanding property, loans, advances, or travel advances will be deducted from the final pay check upon termination in accordance with the Wage Deduction Authorization Agreement that you will be required to sign and is located at the back of this handbook. Supervisors should contact **Employer Flexible** at the time of termination for instructions regarding the surrender of CASA property.

## **5.7 VISITORS IN THE WORKPLACE**

To provide for the safety and security of employees and the facilities at CASA, only authorized visitors are allowed in the workplace. All visitors must sign in and out of the building.

In an effort to maintain a safe, harmonious, and professional working environment for its employees, CASA expects that employees will not bring family members or visitors into the work area frequently or for extended periods.

## **5.8 SOLICITATION AND DISTRIBUTION OF LITERATURE**

CASA employees shall not (a) engage in solicitation of any kind during the working time of either the soliciting employee or the individual being solicited, or (b) distribute non-CASA related literature during working time or in working areas at any time. The Company prohibits the solicitation, distribution and posting of materials on CASA premises by any employee or non-employee, except as may be permitted by this policy. This guideline does not pertain to Company-sponsored meetings.

- "Working areas" are those areas where work is expected to be performed, excluding break rooms, cafeterias or kitchen areas.
- "Working time" is defined as the time during which the employee is expected to be performing the individual's job duties, excluding authorized breaks or lunch periods.
- Solicitation for charitable purposes must be approved in advance by CASA management and may be permitted so long as they do not interfere with CASA's ongoing business. Management must approve and post all information on CASA's bulletin boards.

The bulletin board is used by CASA to communicate new programs, benefits, job opportunities, legal notices, safety and disciplinary rules, or memos of interest to all employees. Only CASA-authorized personnel may post materials on the bulletin board. Literature, notices, or other material of any kind unrelated to Company activities may not be posted on the bulletin board.

For all non-CASA Employees:

All parties who are not CASA employees, tenants, employees of tenants, or employees of third party contractors regularly employed on CASA premises are prohibited from engaging in solicitation or distribution of any kind on CASA premises at any time.

## **5.9 TRAVEL**

CASA reimburses employees for the expenses of travel, including the cost of transportation, meals, and lodging, when appropriate, provided such travel is approved and performed in the course of conducting CASA business.

Activities that normally justify the reimbursement of travel expenses include court appearances, home visits, visits to City Public Service and the attendance at business meetings, conventions, and seminars or other selected educational functions related to the employee's job.

Employees are expected to exercise prudence in their selection of local transportation to their destination. When practical, employees are expected to use a CASA or personal car for short distance travel.

In the event air travel is necessary, employees normally are expected to travel coach or economy class. Employees are also expected to stay and eat in moderately priced establishments while traveling on CASA business.

Non-exempt employees will be compensated for time spent traveling per the Travel Pay policy within the Hours of Operation section (see Section 4.2) of this Handbook.

## **5.10 DRIVING POLICY**

Depending on an employee's position, the employee may be required to drive his or her personal vehicle on CASA business. If requested, employees must provide, at their own expense, a copy of their current driving record from the Texas Department of Public Safety and proof of insurance, which will be copied and placed in the employee's file. Employees who are notified that their position involves driving for CASA are expected to maintain an insurable driving record and a valid driver's license and obey all safety, traffic, and criminal laws of the state. Employees may not consume alcohol or illegal drugs while driving on Company business or prior to work if such consumption would result in a detectable amount of alcohol or illegal drugs being present in the employee's system while on duty. In addition, employees may not consume or use any substance, regardless of legality or prescription status, if by so doing, their ability to safely operate a motor vehicle and carry out other work-related duties would be impaired or diminished. Employees may not use a cell phone without a hands-free device while driving on CASA business. Any illegal, dangerous, or other conduct while driving that would tend to place the lives or property of others at risk is prohibited.

Employees must immediately notify Employer Flexible Human Resource Department and the CEO if, regardless of fault, circumstances, on- or off-duty status, time or place, they receive a traffic citation from or are arrested by a law enforcement officer (including but not limited to an arrest for DUI or DWI), or if an employee is involved in any kind of accident while driving on Company business. If an employee is involved in any such incidents while driving on Company business, the employee must turn over any documentation relating to such incident as soon as possible to the CEO, and must cooperate fully with CASA in verifying the information with other parties involved and with law enforcement authorities.

All employees whose job involves driving for CASA may be investigated on an annual basis. A combination of three (3) moving violations and/or accidents in a three (3) year period is the maximum allowed by most insurance carriers. Any driver who reaches this point, is unable to meet the necessary requirements listed

above, or fails to adhere to any of these requirements may be subject to disciplinary action up to and including termination.

### **Accident Protocol**

CASA has established the following guidelines for staff/volunteers to adhere to during business travel in the event an automobile accident occurs involving staff and/or children served by CASA:

1. Remain at the scene of the accident.
2. Dial 911 to contact the Police and/or EMS if medical attention for any passenger is required.
3. While waiting for the Police and/or EMS to arrive, remain calm as you assess the nature of the accident and the immediate needs of the children and/or other passengers in your vehicle. Gather important documents such as driver's license, medical cards, insurance cards, and important phone numbers.
4. Once the Police and/or EMS arrive, remain calm so that you can provide as much detail as possible.
5. Maintain a copy of the police report as supporting documentation.
6. Notify your immediate supervisor of the accident as soon as possible, and no later than 24 hours after the accident if you are transporting CASA children and no later than 48 hours after the accident if only CASA staff were involved.
7. Submit a formal Accident Report and/or a copy of the Police report to your immediate CASA supervisor within 24 hours of an accident involving children and within 48 hours if the accident involved staff only. A copy of the Accident Report is in the Volunteer Policy Manual.
8. Please do not communicate with the media and/or parents/guardian regarding the accident.
9. If your vehicle is damaged, please contact your insurance company to file a claim of the accident. You are responsible for all damages associated with this claim.

### **Transporting Children**

When transporting CASA children or their family members, it is extremely important to consider their safety as well as your own safety. Accordingly, in addition to the requirements set forth above in CASA's Driving Policy (Section 5.10), the following guidelines apply:

1. Before transporting a CASA child, the employee must have written permission of: (1) the child's legal guardian or custodial agency; (2) the supervisor or director; and (3) the Texas Department of Family and Protective Services.
2. The employee must be knowledgeable of the potential personal risk of liability and choose to accept the responsibility.
3. CASA employees who have received three (3) or more traffic citations (moving or non-moving) in the last three (3) months or who have been involved in three (3) or more vehicular accidents in the last twelve (12) months are prohibited from transporting children or family members.
4. Employees who have been convicted of DWI or DUI (Driving While Intoxicated or Driving Under the Influence) within the last ten (10) years will not be permitted to transport a CASA child or family member.
5. CASA employees are responsible for the passengers in their vehicle. The driver will not begin to transport any person(s) until such person(s) have complied with the safety guidelines detailed below:
  - a. All adult passengers (over the age of 18 years old) must wear seat belts.
  - b. All children ranging in age from birth to two (2) years old must be securely fastened into a child safety car seat. Be sure that the child safety seat is securely fastened in the vehicle.
  - c. Children ranging in age from two (2) to eight (8) years, unless the child is taller than four feet, 9 inches or one hundred pounds, must be secured in a booster seat.

- d. Once children outgrow their booster seat (usually at 4'9", 100 pounds) they should use the adult safety belt. Children must never sit on an adult's lap.
- e. Any child twelve (12) years old and younger may not ride in the front seat of a vehicle while the vehicle is being operated and must be secured as required in this policy.
- f. A child may never be transported in an open-bed pickup truck or an open flatbed truck or trailer.

## **SECTION 6 – LEAVE OF ABSENCE POLICIES**

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### **6.1 PERSONAL LEAVE OF ABSENCE**

Full-time employees may be granted a unpaid leave of absence not to exceed eight (8) weeks to attend to personal matters in situations in which CASA determines, in its sole discretion that an extended period of time away from the job will not negatively impact business operations. Requests for leave will be considered on a case by case basis and in accordance with all applicable laws and regulations.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supervisor 30 days prior to commencement of the leave period, or, if the need for leave is unknown 30 days in advance, as soon as practicable. The Company requires employees to substitute any accrued paid time off while on leave. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their supervisor.

An employee who takes leave for the employee's own serious medical condition or to care for a family member with a serious medical condition must submit a written medical certification of the need for such leave from the applicable health care provider.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

#### **Return from leave**

Employees returning from a leave for pregnancy or personal illness must provide a job-related release. Any job-related restrictions must be included on this release. The Company will evaluate restrictions on a case-by-case basis, considering whether or not an accommodation is reasonable and does not impose an undue hardship on CASA.

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

### **6.2 MILITARY LEAVE OF ABSENCE**

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees in accordance with applicable federal and state laws. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the on-site supervisor as soon as possible. Employees may use any accrued but unused PTO (see Section 7.4) during the leave. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal or state laws.

### **6.3 JURY DUTY POLICY**

The Company encourages employees to fulfill their civic responsibilities by serving jury and witness duty when required. Non-exempt full-time regular employees will continue to receive their salary during the

period of jury duty for up to a maximum of five (5) working days per calendar year. Full-time regular employees are allowed to use available paid leave paid in accordance with state and federal laws. A non-full-time, non-exempt regular employee will be given time off without pay while serving jury duty. An employee is also permitted to retain the allowance he receives from the court for such service.

To qualify for jury duty leave, an employee must give his or her manager notice of the required court appearance as soon as the request to appear is received so that arrangements may be made to accommodate the employee's absence. Employees may be asked to submit a copy of the summons as soon as it is received. In addition, an employee may be required to submit proof of service to his or her supervisor when the period of jury duty is completed. Employees must notify their supervisor as soon as it is known jury duty will be extended.

## **SECTION 7 - EMPLOYEE BENEFITS & SERVICES**

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### **7.1 GROUP BENEFIT PACKAGE**

CASA currently offers a subsidy in the amount of \$410.00 per month to every employee who works 30 or more hours per week, annualized. Employees may use the subsidy to select a combination of the following benefits that work best for them:

- Group Medical Insurance
- Gold's Gym Membership
- AFLAC Supplemental Insurance
- Dental Insurance
- Vision Care

CASA does not offer cash equivalents. Employees are currently eligible for health insurance benefits after ninety (90) days of successful continuous employment. CASA reserves the right to change or terminate its voluntary or optional insurance programs and other benefits at any time. Employees do not have contract or property rights to benefit programs. CASA uses the designated benefits provider as determined by the United Way's current carrier.

Benefits that accrue according to length of service, such as paid time off, do not accrue during periods of leave.

Coverage for dependent medical and life insurance is available at the employee's expense.

Updated information about the various benefits plans is contained in the Benefits Guide booklet distributed during open enrollment. The Benefits Guide is also available for more detailed information about specific provisions of the benefits plans as well as the Summary Plan Descriptions for each plan, which are available upon request.

### **7.2 RETIREMENT PLAN**

Full-time employees are currently eligible to participate in CASA's 403(b) Retirement Plan after 90 days of continuous employment. CASA will match 50% of the employee's contribution, up to 3% of monthly salary.

The following schedule indicates matched funds from date of hire:

<b>Time from Date of Hire</b>	<b>Amount Vested</b>
Less than 2 years	0%
2 years	25%
3 years	50%
4 years	75%
5 years	100%

### 7.3 HOLIDAYS

CASA follows the Bexar County holiday schedule as designated annually by the Bexar County Commissioner’s Court. Hourly employees must be on the payroll for 30 days before they are eligible for paid holidays. Holidays will be paid at straight time, not to exceed eight (8) hours. Anyone regularly scheduled to work less than 16 hours per week will not be paid for holidays. Hourly part-time employees are eligible only for paid holidays that fall on regularly scheduled days of employment, and these part-time employees will receive holiday pay for the number of hours the employee would regularly have been scheduled to work that day.

<b>Current County Holidays*</b>
New Year’s Day
Martin L. King’s Birthday
President’s Day
Good Friday
Battle of Flowers Day
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

**\*These days are in addition to all Bexar County holidays.**

### 7.4 PAID TIME OFF

Full-time employees are eligible to begin accruing Paid Time-Off (PTO) at the time of hire. PTO hours are to be used when an employee needs and/or requests time off due to illness, bereavement, vacation, or personal emergencies. PTO hours will not accrue for any pay period during which an employee is in a non-pay status.

#### **Annual Accrual**

For the purposes of calculating PTO, the “anniversary date” is determined as the first day of the month of the employee’s hire date. PTO hours are accrued on a monthly basis.

<b>Anniversary Date</b>	<b>Yearly Accrual-Days</b>
0 to 3	20 days
3 to 6	25 days
6 and above	30 days

Unless approved in writing by the CEO Employees’ maximum accrued PTO will be capped at 30 days. Once an employee accrues 30 days of PTO, the employee will stop accruing PTO until such time as the employee’s accrued PTO is below 30 days.

### **Gifting Paid Time Off**

If approved by the CEO in writing, Employees may “gift” accrued but unused PTO to another employee. In these cases, the gifting employee’s accrued PTO will be reduced by the amount of days that are gifted to the other employee.

### **Administration of Paid Time Off**

Exempt employees are required to submit PTO forms monthly in accordance with the monthly calendar. Non Exempt employees are required to submit bi-monthly time-sheets indicating PTO usage.

It is mandatory that five (5) days of PTO be used annually. An employee can carry over or “bank” up to six (6) weeks of eligible PTO. Employees may not generally take PTO within the first 90 days of employment. However, should an emergency occur within the first 90 days, the supervisor might approve the use of PTO.

Following separation or termination of employment, employees will receive payment for accrued but unused PTO hours, up to maximum of eighty (80) hours. However, any employee who voluntarily resigns and gives less than two (2) weeks’ advance notice of resignation will not be paid accrued PTO hours.

Employees hired on or before the fifteenth (15<sup>th</sup>) day of the month or separated on or after the sixteenth (16<sup>th</sup>) day of the month will receive full PTO credit for the month. Those employees hired after the fifteenth (15<sup>th</sup>) day of the month receive no PTO credit for the month. The CEO may adjust these rules on an as needed basis.

## **SECTION 8 – PERSONNEL POLICIES**

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### **8.1 PROGRAM GOVERNANCE**

CASA has a governing body responsible for the following: oversight of CASA’s compliance with all applicable laws and regulations; adoption of policies; definition of services; and guidance of program development, assuring the program’s accountability to the courts and community.

### **8.2 PUBLIC RELATIONS**

CASA communicates with its community and other service providers about its program and the needs of the children it serves and cooperates with other agencies to plan for programs needed to serve children.

### **8.3 PLANNING AND EVALUATION**

CASA maintains management information and data necessary to plan, deliver, evaluate, and report on its services.

### **8.4 FINANCIAL, FACILITY, AND RISK MANAGEMENT**

CASA manages its operations in accordance with generally accepted financial and risk management practices and applicable federal, state, and local statutory authority.

### **8.5 RECORD KEEPING**

CASA maintains complete, accurate, and current case records and follows written policies for acceptance and assignment of CASA cases.

### **8.6 NATIONAL AFFILIATION**

CASA is a member of the National CASA Association and meets its standards, requirements, and policies.

### **8.7 STATE AFFILIATION**

CASA is a member of Texas CASA, meets its standards, requirements and policies, and communicates, collaborates, and shares information with its fellow programs in Texas.

### **8.8 PROGRAM DEVELOPMENT, IMPLEMENTATION, AND EXPANSION**

CASA engages in a comprehensive assessment, which includes a feasibility study and implementation process that guides CASA development.

## SECTION 9 – TEXAS FAMILY CODE

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The Texas Family Code outlines the powers and duties of CASA volunteers appointed for abused and neglected children in foster care. Some provisions apply only to CASA advocates appointed as *guardian ad litem* but others apply to all CASA advocates. The relevant portions of the Texas Family Code include:

- **Texas Family Code § 107.002.** Powers and Duties of Guardian Ad Litem for Child.
- **Texas Family Code § 107.031.** Volunteer Advocates.
- **Texas Family Code § 261.** Investigation of Report of Child Abuse or Neglect.
- **Texas Family Code § 262.** Removal, Adversary Hearing, and Other Procedures in CPS Cases.
- **Texas Family Code § 263.** Status, Permanency, and Placement Review Hearings.
- **Texas Family Code § 161.** Termination of the Parent-Child Relationship.
- **Texas Family Code § 266.** Judicial Review of Medical Care (and Informed Consent for Psychotropic Medication) and Educational Services.
- **Texas Family Code § 264.** Child Welfare Services.
- **Texas Family Code § 264.107.** Placement of Children.

**EMPLOYEE ACKNOWLEDGMENT OF RECEIPT**

**To use the Employer Flexible Handbook Acknowledgment and co-employment agreement**

I have received and read my copy of the CASA Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that CASA reserves the right to change any and all policies or practices and my hours, wages, benefits and working conditions. No manager, supervisor, or representative of CASA has the authority to enter into any agreement, expressed or implied, for employment for any specific period, or to make any agreement for employment other than at-will. By signing this acknowledgement, I confirm that I have not relied, am not relying, and disavow reliance on any contrary statement. Only the CEO has the authority to make such an agreement, and the CEO can only do so in a written, signed agreement approved in writing by the Board.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment at CASA is **at-will**; CASA is free to discharge employees for good cause, or bad cause, or no cause at all, and employees are equally free to quit or otherwise cease work.

My signature below acknowledges that CASA may withhold any sums due to me in the form of wages for any and/all amounts owed by me to CASA, or for my failure to return CASA property.

I specifically agree to all terms and conditions described in the text of these guidelines.

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Employee's Printed Name

Employee's Signature

Date