

# Policies & Procedures



Building A Community  
One Child At A Time

**Hiring and Recruitment** – All hiring practices will conform to the policy on non-discrimination adopted by the Board of Directors. Existing staff may be recruited from within for new or vacant positions. The Board of Directors is charged with hiring and firing the Executive Director. All other hires and fires are the responsibility of the Executive Director.

**Selection Process** – The selection process will include, but not be limited to interviews, pertinent tests, finger printing and reference checks. All employment offers will be made with the prior approval of the Executive Director.

**Morality Clause** – Community Partnership for Youth (hereafter referred to as CPY) will not hire individuals who have convictions for molestation or sex offenses. If an individual employed by CPY is arrested for any reason, s/he must tell their supervisor of the arrest within 24 hours.

No individual (s) employed by CPY shall be under the influence of illegal drugs, and may not smoke, consume alcohol or illegal drugs when at the work site, and/or on work time.

All CPY employees and volunteers will model the behavior and attitudes consistent with the values and standards of CPY.

**Dress Code** – The appearance of all employees and volunteers for CPY must be clean and appropriate for the duties expected of him/her. Nothing in the employee's attire shall support illegal drugs, alcohol, or gangs and shall not degrade a specific race, gender, or age. Attire must be consistent with the standards upon which CPY is modeled. (For example: ladies shall not wear short shorts or any shirts that expose their stomachs; gentlemen shall not wear hats in the building and absolutely no sagging. The color red or blue and/or a cap with a sports team logo may not be worn on campus at any time.) A CPY shirt will be provided to all paid staff. An additional shirt may be purchased for \$10.00. The CPY shirt must be worn when working.

**Employment Status** – CPY is an At-Will employer. All hires should be considered probationary for the first ninety (90) days of employment. After ninety (90) days of employment, the probationary period may be ended or continued for a specific amount of time by the employee's direct supervisor. (See Employment Definition.) The employee must be evaluated before the end of the 90 day period.

CPY employees whose salaries are completely or partially paid CPY must abide by CPY's personnel policies.

All staff are allowed one paid 15 minute break in a four hour work period, an unpaid half-hour break and a second paid 15 minute break in an eight hour work period. Required meetings and trainings must be paid. Any employee who works more than 8 hours per 24 hour period and/or more than 40 hours in a one week period shall receive overtime pay (time and one-half.) Employees must receive the permission of the direct supervisor before incurring overtime hours.

**Benefits** – Full time employees' health benefits will be covered by CPY after probationary period.

**Termination of Employment** – CPY employees are at-will employees; they are not required to give two (2) week notice. If any employee gives notice, they are to be paid within twenty-four (24) hours from their last day; if they do not give notice, they are to be paid within seventy-two (72) hours. Their checks will be mailed to them. CPY may terminate an individual's employment, with cause, without notice. However, we encourage all employees to give a two-week notice when resigning.

Standard processes must be completed before an employee's employment may be terminated. (Documentation, three documented attempts to help the employee improve in the areas s/he is deficient, etc. except when safety is jeopardized.)

**Mandatory Forms** – All employees, regardless of work status, will complete all of the following forms: job application, resume, required medical information, emergency contact, auto-insurance (if applicable), child-abuse reporting, confidentially, and signed job description. Volunteers who have contact with the clients must complete and must complete a CPY and MPUSD Volunteer Information Form.

**Immigration Reform and Control Act of 1986** – This act requires all employers to verify that employees hired after November 6, 1986, are legally authorized to work in the United States. The Act further prohibits employers from knowingly hiring or continuing to employ persons hired after November 6, 1986, who are not authorized to work in the United States.

**Paid Leave** – The first and second year of employment, all full-time staff may use ten days of Flexible Time-Off at any time during the year. Beginning the third year, full-time staff may use twenty days of Flexible Time-Off (FTO) at any time during the year. FTO may be accrued but may not exceed two times the current rate of accrual. All or any part may be taken anytime after the first three months of employment. This time is intended to be used for vacations, sickness and all other forms of non-holiday time-off.

Bereavement period of three days in each calendar year will be paid for full-time staff at the time of the death of an immediate family member. CPY adheres to all Federal Employment Guidelines.

**Holidays** – Ten paid holidays will be paid to full-time salaried employees in each calendar year (after probationary period.) These holidays will be New Years Day, Martin Luther King's Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, two days at or around one of the significant religious holidays (i.e. Yom Kipper, Hanukkah, or Christmas.)



Part-time staff do not have paid holidays but may take five days away from the site, without CPY clients, determined by the Executive Director, to include training days, staff retreats, etc.

**Automobile Liability Insurance** – Employees who will use their cars on CPY business are required to carry their own liability insurance with the minimum amount set by state law and to provide a Driving Record Report from the Department of Motor Vehicles (DMV). Employees will also sign a Disclaimer of Liability Agreement that CPY is not liable for loss, damage, or theft of employee automobiles or contents thereof while the vehicles are on CPY property or during CPY business. Before the employee can be reimbursed for mileage, the employee must submit current driving record from DMV and proof of auto insurance coverage each calendar year. Employees who do not have valid auto insurance coverage which meet California requirements are not eligible for travel reimbursement and are not authorized to travel on behalf of CPY.

Mileage shall be reimbursed at the standard IRS reimbursement rate. Travel from home to site is excluded from coverage.

**Employment Definition** – “Full-time” (exempt) shall be defined as 40 hours per week. “Regular part-time” (non-exempt) shall be defined as fewer than 40 hours per week on a regularly scheduled basis. “Temporary employees” (non-exempt) shall be defined as one who works in circumstances where additional staffing is required to fill in for a regular employee who is on leave, in cases where vacant positions exist and substitutes are required, and during periods where workload demands exceed the capacity of regular staff to address. Temporary employees are not eligible for benefits and must have completed and on record all mandatory forms (see previous section.) An “independent contractor” is not considered an employee of CPY and shall not be governed by these personnel policies.

**Overtime** – Overtime is defined as a planned block of time in addition to the regular number of working hours, which has been approved in advance by the employee’s supervisor. Overtime work will be compensated in conformity with applicable federal and state law. Exempt employees are not eligible for overtime and must make every effort to complete tasks within the time allotted. If, in unusual circumstances overtime is required, exempt employees may incur overtime with permission of the direct supervisor only. Overtime may be compensated in one of the following ways: A) The employee may be paid for overtime hours at the rate of one and one half their regular rate of pay; or B) these employees can be granted compensatory time off at a rate of one and one half hours for each hour worked. Compensatory time off earned must be taken prior to the end of the next pay period.

The following are cumulative after forty (40) hours in one week.

1. Time-one-half is paid if an employee works six (6) days;
2. Double time is paid if an employee works seven (7) days.
3. Time and one-half over eight (8) hours in one (1) day.
4. Double time is paid over twelve (12) hours in one day.



**Disciplinary Procedures** – The purpose of the disciplinary procedures is to give an employee the opportunity to improve job-related performance, correct deficiencies and/or comply with affiliate policies and procedures. Disciplinary action may include any of the following, in any order: oral discussion, written memorandum, and termination. Usually, any disciplinary action will be taken after consultation with appropriate management and administrative staff.

- A. Oral Discussion – During the course of this discussion, the supervisor should explain to the employee what is expected of the employee and the consequences of failure to meet expectations. Expectations of the supervisor may be stated as improvements to be made, specific actions to be taken and/or goals to be attained. The employee should be given the opportunity to explain the situation from his/her perspective.

A written record of time, place and circumstances of this discussion shall be prepared by the supervisor and filed in the employee's personnel file with a copy given to the employee. The employee has the right to submit a response if s/he deems such an effort appropriate.

- B. Written Memorandum – A written memorandum from the supervisor to the employee should include: 1) A description of the circumstances prompting the memorandum; 2) A statement of the expectations which the employee is required to meet and an appropriate time frame for their attainment; 3) An explanation of the consequences if the employee fails to meet the stated expectations.

Any other relevant material should also be included. This written memorandum shall be discussed with the employee, initialed by the employee and supervisor to indicate its having been reviewed, and placed in his/her file. If the employee's progress becomes satisfactory that fact will be documented and placed in the employee's file.

- C. Termination – In appropriate situations, disciplinary action may include immediate termination, with the approval of the Executive Director.

**Termination** – CPY's employment relationship with all employees is and always will be one of employment "at-will."

- A. Termination Following Disciplinary Action – When disciplinary action has not resulted in satisfactory performance, the supervisor may, with approval of the Executive Director, elect to terminate the employee.
- B. Immediate Termination – During an employee's introductory period or in other situations where an employee's performance or conduct warrants this action, termination may be immediate. Examples of such situations include, but are not limited to, failure to comply with CPY's policies, participation in activities prohibited by law, endangering the health of clients or coworkers, willful neglect of duty, violations of CPY's or clients' confidentiality, or falsification of

records. The approval of the Executive Director is required for immediate termination of employment.

- C. Reduction in Force – Occasionally, it may be necessary due to financial condition, reorganization or program priority changes to either reduce employee's hours or terminate the employment of one or more employees. Only the Executive Director has the authority to make such a recommendation. If such staff reduction becomes necessary, primary consideration will be given to the needs of CPY and to performance histories of affected employees.

Exempt employees are required to give one month's notice when resigning. Non-exempt employees are asked to give two weeks notice when resigning. CPY may terminate an individual's employment, with cause, without notice.

**Resolving Employment-related Concerns** – CPY encourages the resolution of employment-related concerns in an informal manner at the lowest possible level. When resolution is not achieved at this level, and employee may seek further review of the employment-related concern. An employee electing to use this process may do so without adverse consequences. Employees are encouraged to raise their concerns in a timely manner.

The employee shall first attempt to resolve the concern with the Executive Director. The concern should be presented in writing. The response of the Executive Director should also be in writing. If the employee is not satisfied with the Executive Director's response, the employee may request review of the concern through the Board of Directors.

**Salary and Evaluation** – Salaries shall be paid five working days after the 15<sup>th</sup> and the last day of the month or by the 5<sup>th</sup> and 20<sup>th</sup> of each month. Upon termination or resignation, an employee shall receive all money due on his/her last day of employment.

The Personnel Task Force and the President of the Board of Directors shall be responsible for the completion of the Executive Manager's job description, salary evaluation, and annual performance evaluation. The direct supervisor is responsible for evaluating and presenting the employee with his/her evaluation.

All evaluations and salary evaluations must be signed-off by Executive Director. The first evaluation shall be completed by the employee's direct supervisor and/or Program Coordinator after the first ninety (90) days of employment. The employee's direct supervisor and/or Program Coordinator shall complete the second and all successive evaluations at least once a year. All evaluations and salary evaluations must be signed-off by the Executive Director.



**Staff Training** – All staff shall receive training deemed appropriate by the Executive Director and all staff are required to receive and CPY is required to provide expert training about the following topics on an annual basis: blood borne pathogen and sexual harassment, recognition and reporting of suspected abuse.

**Jury Duty** – Employees will be excused from work in order to perform jury duty, military duty or to appear when called as a witness in legal proceedings. Regular full-time employees shall be entitled to receive full salary for up to twenty workdays per calendar year (less any fees received for jury or witness duty) while performing jury or witness service. In the event an employee's service on a jury or as a witness extends beyond twenty workdays, the employee will be considered to be on leave without pay.

**Administration of Policies and Procedures** – These policies shall be reviewed annually by the Personnel Committee of the Board of Directors. Revisions will be approved by the Board.

CPY may revise, delete or supplement any policy, practice or procedure in these personnel policies at any time at its sole discretion, with or without prior notice to affected employees. Employees will be told about changes that may affect them.

The Executive Director has responsibility for administering these personnel policies.

Adopted by the Board of Directors May 1995  
Revised by the Board of Directors June 1999  
Revised by the Board of Directors May 2002  
Revised by the Board of Directors May 2012  
Revised by the Board of Directors May 2014  
Revised by the Board of Directors May 2015

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## COMMUNITY PARTNERSHIP FOR YOUTH CONFLICT OF INTEREST POLICY

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A personal or financial interest or involvement in any customer, client, competitor, or supplier of **Community Partnership for Youth (CPY)** including outside employment or consulting, is considered a potential conflict of interest. If an employee or any of his or her close relatives (spouse, domestic partner, child, sister, brother, parent, grandparent, or in-laws) has, or is considering having, a personal or financial interest in a client, competitor, or supplier of Community Partnership for Youth (CPY), or real estate adjacent to a CPY location, the employee must disclose the interest or relationship to the Executive Director.

Furthermore, employees may not give or accept gifts, loans, or favors from persons having business relationships with Community Partnership for Youth (CPY). The receipt or giving of small gifts or casual entertaining for business purposes, however, is not prohibited. Failure to promptly disclose actual or potential conflicts of interest to the Executive Director of CPY may result in discipline, up to and including dismissal. Whenever these issues arise, contact the Executive Director to discuss the issue. Community Partnership for Youth (CPY) reserves the right to determine whether any relationship represents an actual or potential conflict of interest in violation of this policy.

Board Approval: November 11, 2014



## **COMMUNITY PARTNERSHIP FOR YOUTH DIVERSITY POLICY**

The Community Partnership for Youth (CPY) is committed to maintaining a diverse population of board members, volunteers and employees with whom we partner; as indicated in our mission statement. We believe our success is a reflection of the people we associate with and the community in which we do business. We value diversity at all levels of Community Partnership for Youth and in everything we do.

The Board of Directors believes in treating all people with respect and dignity. We strive to create and foster a supportive environment which embraces and celebrates the diverse world in which we live. We believe that by valuing and appreciating individual differences, we improve our performance and enrich the lives of our employees and the communities in which we serve.

The Community Partnership for Youth understands that diversity encompasses differences in ethnicity, gender, language, age, sexual orientation, religion, socio-economic status, physical and mental ability, as well as experience, education and way of thinking. We believe the variety of perspectives resulting from such diversity helps promote innovation, creativity and opportunities for collaboration.

The Community Partnership for Youth is committed to responding to any action which goes against this diversity policy with fair and timely investigation.

The Community Partnership for Youth's commitment to diversity is a principal component of its mission statement. We encourage our partners to also consider the implementation of a diversity policy within their structures. We believe that by abiding to this policy and choosing partners that appreciate and value diversity that Community Partnership for Youth will continue to be a place that promotes an environment of inclusion; which invites and welcomes ideas and contributions from everyone.

## **COMMUNITY PARTNERSHIP FOR YOUTH NONDISCRIMINATION**

Community Partnership for Youth adheres to Education Code 4900.

No person shall be subjected to discrimination or harassment nor shall they be excluded from participation in or denied the benefits of any program or activity on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity.

The Executive Director shall ensure equal opportunities for all employees and students in admission and access to tutoring, recreational activities, job preparation and all other activities.

Employees and volunteers are encouraged to avoid gender discrimination and stereotyping in instruction, guidance and supervision.

Complaints of discrimination shall be processed in accordance with CPY's Policies and Procedures - Resolving Employment-related Concerns.



## **COMMUNITY PARTNERSHIP FOR YOUTH VEHICLE USE POLICY**

The purpose of this policy is to set forth the guidelines under which COMMUNITY PARTNERSHIP FOR YOUTH's vehicles may be used.

Vehicles owned or leased by Community Partnership for Youth (CPY) are to be used solely for CPY business. There shall be no personal use of the vehicles. Individuals driving CPY vehicles may have occasions where an incidental stop is necessary between business stops. Such use shall not be considered to be in violation of this policy. Vehicles shall not be taken home unless written approval by Shari Hastey or Ben Bruce and provided all miles are accurately reported to the organization and the organization is reimbursed for this personal use at a rate of .50 cent a mile.

All employees will be given a copy of this policy and will be required to sign before using a vehicle.

### **Rules Governing Use:**

1. Community Partnership for Youth (CPY) vehicles may only be operated by authorized individuals who are at least 18 years old, possess a valid driver's license issued by the state of their current residence for the appropriate class(es) of vehicle(s), and who have CPY approval.
2. Drivers are to complete a pre-trip inspection prior to taking a vehicle out.
3. Drivers are expected to keep CPY vehicles clean, and to report any malfunction or damage to Shari Hastey or Ben Bruce immediately.
4. No alterations of vehicles are permitted. Examples include stereos, amplifiers, radar detectors, trailer hitches, window tinting.
5. The driver and all passengers must wear seat belts at all times. No vehicle should be operated when the number of occupants exceeds the number of passenger restraints available.
6. Drivers shall obey all applicable traffic and parking regulations, ordinances, and laws.
  - a) Employees who incur parking or other fines in CPY vehicles will generally be personally responsible for payment of such fines.
  - b) Employees who are issued citations for any offense while using a CPY vehicle must notify their supervisor (Shari Hastey or Ben Bruce) immediately when practicable, but in no case later than 24 hours. Failure to provide such notice may be grounds for disciplinary action.
  - c) An employee who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license while in a CPY vehicle, must notify Ben Bruce or Shari Hastey immediately when practicable, but in no case later than 24 hours. Conviction for such offense may be grounds for loss of CPY vehicle privileges and/or further disciplinary action.
7. Any driver who is involved in a motor vehicle accident involving personal injury to any party shall notify his/her supervisor immediately. If the accident involves property damage only, the driver shall notify Shari Hastey or Ben Bruce upon return to the work location. A "What

to Do In Case of an Accident" envelope, which includes a Driver Accident Report Form, is in the glove box of all CPY vehicles.

8. The driver shall use hand's free equipment when necessary to talk on a cell phone when driving. In no event shall the driver text message or operate any other electronic equipment while driving the vehicle. It is always preferred that the driver park the car in a safe location to receive or make cell phone calls.
9. All persons operating CPY vehicles shall, at all times, drive defensively and take actions behind the wheel that will convey a favorable impression to the public.
10. No personal items are to be stored in the vehicles. CPY shall not be liable for the loss or damage of any personal property transported in the vehicle.
11. Smoking is prohibited in all CPY vehicles and all operators and passengers are required to comply with this policy.

I, \_\_\_\_\_, have read and understand the Vehicle Use Policy established by Community Partnership for Youth (CPY) and agree to abide by the provisions of this policy. I understand that failure to comply with any and all provisions of this policy may result in disciplinary action up to and including removal of CPY vehicle privileges, suspension and/or termination of employment.

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Print Driver Name

\_\_\_\_\_  
Print Supervisor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



(831) 394-4279



**COMMUNITY PARTNERSHIP FOR YOUTH**  
**WAIVER OF LIABILITY**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for receiving permission to participate in operating my personal vehicle for Community Partnership for Youth (CPY) business, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE CPY, the Board of Directors, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the activities of using my personal vehicle, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that CPY does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal or state courts of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

I HEREBY CERTIFY that I have personal health insurance. My insurance company is \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Executive Director's Signature \_\_\_\_\_

# **COMMUNITY PARTNERSHIP FOR YOUTH**

## **WHISTLEBLOWER POLICY**

### **BOARD RESOLUTION LANGUAGE**

The Board of Directors approves the inclusion of the Whistler Blower Policy in the Employee Handbook, and directs the Executive Director to enforce the policy and to ensure that it is given to and acknowledged by all employees.

### **WHISTLEBLOWER POLICY**

We require our directors, employees and volunteers to practice the highest levels of business and personal ethics when conducting their duties and responsibilities. This means that employees and other representatives of our organization must practice honesty and integrity in their job duties and comply with all applicable laws and regulations. The objectives of this Whistleblower Policy are to establish policies and procedures for:

- The submission of concerns regarding questionable accounting or auditing matters by employees, directors, officers or any other interested party, on a confidential and anonymous basis.
- The receipt, retention, and treatment of complaints received by our organization regarding accounting, internal controls, or auditing matters.
- The protection of reporters from retaliatory actions.

### **How to Report**

An employee or other representative of Community Partnership for Youth may choose to report a concern to a supervisor, a manager, the Executive Director, a board member or the Board Chair, as appropriate.

### **Handling of the Reported Concern**

After a report is made it should be immediately conveyed to the Board Chair. The Board Chair shall immediately notify the Board and the Executive Director of any such report, but is not required to notify a specific board member or the Executive Director if the concern(s) directly involve(s) any of these individuals. The Board Chair will notify the sender and acknowledge receipt of the concern within ten business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted concerns.

All reports will be promptly investigated by a Special Task Force appointed by the Board Chair, and appropriate corrective action will be taken, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the concern. The investigation, corrective action, and conclusion shall be documented in a written summary and preserved indefinitely.

The Board of Directors has the authority to retain outside legal counsel, accountants, private investigators, or any other resource deemed necessary to conduct a full and complete investigation of the allegations.



### **Confidentiality**

Reports of concerns and investigations pertaining thereto shall be kept confidential to the extent possible. However, the reporter's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to assure accused individuals their legal rights to defend.

### **No Retaliation**

This Whistleblower Policy is intended to encourage and enable directors, employees and volunteers to raise concerns within our organization for investigation and appropriate action. With this goal in mind, no director, employee or volunteer who, in good faith, reports a concern shall be subject to retaliation or adverse employment action. Any person who so retaliates will be subject to disciplinary action, including termination.

Likewise, an individual who reports a concern who is not acting in good faith, does not have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, or who makes unsubstantiated allegations that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, may be subject to disciplinary action, including termination.

My signature below indicates my receipt and understanding of this Policy. I also verify that I have been directed to bring any questions I have about this Policy to the Executive Director.

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Date

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Employee (print full name)

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Employee Signature

BOARD APPROVAL OF POLICY: November 11, 2014

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# COMMUNITY PARTNERSHIP FOR YOUTH

## RETENTION AND DESTRUCTION POLICY

### I. Purpose

In accordance with 18 U.S.C. Section 1519 and the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by [nonprofit] in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate Community Partnership for Youth's operations by promoting efficiency and freeing up valuable storage space.

### II. Document Retention

Community Partnership for Youth (CPY) follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

#### Corporate Records

Annual Reports to Secretary of State/Attorney General	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter	Permanent
State Sales Tax Exemption Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

#### Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
IRS 1099s	7 years
Journal Entries	7 years
Invoices	7 years
Sales Records (box office, concessions, gift shop)	5 years
Petty Cash Vouchers	4 years
Cash Receipts	4 years
Credit Card Receipts	4 years

Bank Records	
Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years
Payroll and Employment Tax Records	
Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	Permanent
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years
Employee Records	
Employment and Termination Agreements	Permanent
Retirement and Pension Plan Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination
Accident Reports and Worker's Compensation Records	5 years
Salary Schedules	Permanent
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Sheets	3 years
Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion
Legal, Insurance and Safety Records	
Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
Leases	6 years after expiration
OSHA Documents	5 years
General Contracts	4 years after termination

### III. Electronic Documents and Records

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

#### IV. Emergency Planning

Community Partnership for Youth's (CPY) records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping CPY operating in an emergency will be duplicated or backed up at least every week and maintained off site.

#### V. Document Destruction

Community Partnership for Youth's Executive Director is responsible for the ongoing process of identifying its records, which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

#### VI. Compliance

Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Community Partnership for Youth and its employees and possible disciplinary action against responsible individuals. The Executive Director and finance committee chair will periodically review these procedures with legal counsel or the organization's certified public accountant to ensure that they are in compliance with new or revised regulations.

Board Approval: November 11, 2014





## **HEALTHY WORKPLACES/HEALTHY FAMILIES ACT OF 2014**

### **PAID SICK LEAVE**

#### **Entitlement:**

- An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.
- Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.
- Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that provides no less than 24 hours or three days of paid leave or paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

#### **Usage:**

- An employee may use accrued paid sick days beginning on the 90<sup>th</sup> day of employment.
- An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information, you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on our website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using the [alphabetical listing of cities, locations, and communities](#). Staff is available in person and by telephone.



## COMMUNITY PARTNERSHIP FOR YOUTH

### Prevention of Harassment, Discrimination and Retaliation in the Workplace

Community Partnership for Youth (CPY) is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, CPY expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment.

In order to keep this commitment, CPY maintains a strict policy prohibiting discrimination or harassment of any kind, including sexual harassment and harassment based on an individual's gender, gender identity, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), as well as harassment based on such factors as race, color, religion, religious dress or grooming practices, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, marital status, sexual orientation or preference, domestic partner status, family care or medical leave status, veteran or military status, or any other category or condition protected by law ("Protected Characteristics").

This policy also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all employer agents and employees, including managers, supervisors and non-supervisory employees, and to non-employees who engage in unlawful discrimination or harassment in the workplace.

The complaint process described below will be used by CPY to investigate any allegations of conduct which is not consistent with this policy and all parties who utilize or participate in any investigation will be protected from retaliation related to this policy.

To assist employees in understanding the scope of conduct prohibited under this policy, sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either:

1. submission to such conduct is made an explicit or implicit term or condition of employment; or
2. submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Some examples of unlawful harassment related to Protected Characteristics are:

- Verbal conduct, such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations or comments.
- Displaying derogatory posters, cartoons, drawings or gestures.
- Physical conduct, such as assault, blocking normal movement, or interference with work directed at an employee because of the employee's sex or other protected characteristic.
- Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for having reported harassment or discrimination or cooperating with an investigation of a violation of this policy.



Any employee, intern, volunteer or other person who believes he or she has been harassed, discriminated against or retaliated by a co-worker, supervisor, or agent of CPY or by a non-employee should promptly report the facts of the incident(s) and the name(s) of the individual(s) involved to his or her supervisor or, in the alternative, to the **Program Director**. It is the responsibility of each employee to immediately report any violation or suspected violation of this policy to one or more of the individuals identified above. Supervisors should immediately report any incidents of harassment, discrimination or retaliation to the **Executive Director**.

Upon receipt of a complaint, CPY will undertake a prompt, thorough, objective and good faith investigation of the harassment allegations. The investigation will be impartial and conducted by qualified personnel who shall document the investigatory steps to ensure reasonable progress in the investigation, that the parties are provided the opportunity to provide all evidence in support of their position, that a reasonable conclusion is reached based on the evidence collected and that there is a timely closure of the investigation. Complaints will be conducted confidentially, to the extent possible, but confidentiality cannot be guaranteed.

If CPY determines that harassment has occurred, effective remedial action or other resolution will be taken in accordance with the circumstances involved. Any employee determined by CPY to be responsible for harassment, discrimination or retaliation will be subject to appropriate disciplinary action, up to and including termination. Additionally, employees who harass co-workers can be personally liable for the harassment under law.

Employees can also file complaints and seek legal remedies through the California Department of Fair Employment and Housing (DFEH). The contact information for the DFEH can be found on the internet or in the telephone directory.

### **Employee Acknowledgement**

This acknowledges that I have received a copy of Community Partnership for Youth CPY's policy to Prevent Sexual Harassment.

I acknowledge that I am expected to read, understand, and adhere to CPY's harassment policy. I understand that if I have questions regarding the contents of this policy, I should ask my supervisor or the Executive Director for clarification.

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Employee Signature

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Date

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Employee's typed or printed name