



Employee Handbook

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INTRODUCTION

This handbook has been developed to help create a professional environment where all employees are treated with dignity and respect, where employees' talents can flourish, and where Oakland Leaf can effectively fulfill and promote its mission. The following policies provide a framework to guide the organization in personnel matters, but are not intended to state terms of a contract. They aim instead to provide guidance to Oakland Leaf's Executive Director and other staff with regard to desired policies and practices in the workplace.

Oakland Leaf employees should at all times exercise common sense and common courtesy, and respect others in the workplace. This handbook cannot substitute for good judgment on the part of Oakland Leaf staff.

In order to ensure that each employee is familiar with Oakland Leaf policies and practices, we ask that each employee sign the acknowledgment form at the back of this handbook, tear it out, and return it to your supervisor. Oakland Leaf hopes that the policies and practices described in this handbook will help foster a work environment that is professional, humane, and adheres to the principles of peace, unity and justice.

Circumstances will undoubtedly require that the policies, practices and benefits described in the Handbook change from time to time. Accordingly, except for the at-will employment policy, Oakland Leaf reserves the right to revise, modify, rescind, delete or add to the provisions of this Handbook from time to time at its sole and absolute discretion. Such modifications must be in writing and must be signed by the Executive Director. Oakland Leaf will attempt to provide you with notification of such changes when they occur. No oral statements or representations can in any way change or alter the provisions in this handbook.

This Handbook contains a summary of the Oakland Leaf's policies and practices. All previously issued handbooks and any inconsistent policy or benefit statements or memoranda are superseded.

OAKLAND LEAF'S HISTORY AND PURPOSE

Mission

The mission of Oakland Leaf is to manifest creative educational environments for children, youth, families and elders in the city of Oakland. Our programs derive their strength and beauty from the interweaving of four essential strands: social justice, sustainable ecology, youth empowerment and the arts.

History & Description

Oakland Leaf was founded in 2003 by a coalition of local artists and educators with the mission of building a stronger, healthier and more humane community through educational programs, community organizing, public art and urban agriculture. The key programs of the organization thus far have been the All-Oakland Talent Show, Oakland Peace Camp, Arts Integration, and the Sunset Warriors after-school programs.

The All-Oakland Talent Show, which was held for the fifth straight year in April of 2005, is an annual showcase of some of the brightest performing artists from the Oakland public schools, including poets, dancers, singers, musical groups and more, all of whom perform to raise money for youth programs.

Oakland Peace Camp embodies both the philosophy of Oakland Leaf and the long-term programmatic objectives of the organization. Peace Camp is a program dedicated to training youth leaders who are conscious of local and global issues and who have the skills to make positive change in their communities. The two-week program provided in the summers of 2003, 2004, and 2005 have provided over 200 youth with opportunities to explore disciplines such as mural painting, digital documentary making, music production, capoeira, art and advertising, theater, salsa, and hip hop dance while investigating issues of peace and justice and establishing a trusting, collaborative, an positive-minded camp community.

Arts Integration is an arts education and professional development program that pairs a trained visual arts educator with classroom teachers to design and implement beautiful, arts-integrated lessons at ASCEND K-8 school.

Sunset Warriors is a comprehensive after-school program that offers students daily academic support, arts enrichment, physical activity, and character development. Oakland Leaf currently facilitates Sunset Warriors programs at ASCEND and Urban Promise Academy middle school, serving over 200 students daily.

Constituency

Oakland Leaf is currently focused on serving children and youth in the public schools of east Oakland. Our programs serve the small schools of ASCEND and Urban Promise Academy on a year-round basis, with most students coming from the Fruitvale and San Antonio neighborhoods. Oakland Peace Camp serves a broader constituency of Oakland middle and high school youth from many schools and diverse backgrounds.

Oakland Leaf is a private non-profit corporation legally constituted in the State of California and governed by a Board of Directors. For more detail, see our website at www.oaklandleaf.org.

AUTHORITY AND RESPONSIBILITIES

The Oakland Leaf Board of Directors is responsible for overseeing the general policy direction of the organization, including basic program goals and financial arrangements, and for the hiring and firing of the Executive Director. Except in unusual circumstances, the Board of Directors is not involved in the day-to-day operation of the organization.

The Executive Director has the responsibility of running all aspects of Oakland Leaf on a day-to-day basis, and the authority to make any decisions necessary toward that end, including hiring, firing, or discipline of staff. Any authority possessed by the Executive Director may be delegated at the Executive Director's discretion.

For issues that come up in committees, team meetings and staff meetings, the Executive Director will generally utilize a participatory decision-making process. If this process fails to produce an intended result after a reasonable discussion period, the Executive Director shall make the final decision.

EQUAL EMPLOYMENT OPPORTUNITY

Oakland Leaf is an equal opportunity employer and makes employment decisions on the basis of merit and business needs. Oakland Leaf does not unlawfully discriminate on the basis of race, color, religious creed, citizenship, marital status, age, national origin, ancestry, physical or mental disability, medical condition, sexual orientation, veteran status, family care status, sex (which includes sexual harassment, gender harassment and harassment based on, pregnancy, childbirth, or related medical conditions) or any other basis protected by law. In addition, Oakland Leaf prohibits the harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute unlawful harassment and Oakland Leaf's internal procedures for addressing complaints of harassment, please refer to Oakland Leaf's Policy against Harassment in the next section of this Handbook.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Oakland Leaf will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

ANTI-HARASSMENT POLICY

Oakland Leaf is committed to providing a work environment that is free of discrimination. In keeping with this policy, Oakland Leaf strictly prohibits harassment of any kind, including harassment on the basis of race, color, veteran status, religion, gender, sex, sexual orientation, age, mental or physical disability, medical condition, national origin, marital status, or any other characteristics protected under Federal or State law or local ordinance.

Definitions

- (1) Harassment may take many forms, but the most common forms include:
 - a. Verbal harassment – such as jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual's body, color, physical characteristics, or appearance, questions about a person's sexual practices, or gossiping about sexual relations;
 - b. Physical harassment – such as physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, leering at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic;
 - c. Visual harassment – such as offensive or obscene photographs, calendars, posters, cards, cartoons, e-mails, drawings and gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic, that is placed on walls,

bulletin boards, or elsewhere on the employer's premises or circulated in the workplace.

- (2) Sexual harassment – There are two distinct categories of sexual harassment:
 - a. Quid Pro Quo – When an individual's submission to or rejection of unwelcome sexual conduct is used as a basis for employment decisions affecting that individual, including granting of employment benefits; and
 - b. Hostile Environment – When unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, even if it does not lead to tangible or economic job consequences.

Sexual harassment includes harassment of women by men, of men by women, and same sex gender-based harassment; it includes harassment of staff by staff, students by staff, staff by students, and students by students. Sexual harassment is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, by persons doing business with or for Oakland Leaf.

Oakland Leaf prohibits any and all conduct that may reasonably be interpreted as harassment as defined above whether or not such conduct is pervasive enough or severe enough to meet the technical legal requirements of harassment.

Reporting and Investigation

If you believe you have been subject to harassment of any kind or conduct which violates this policy, you must immediately report the facts of the conduct to your supervisor or the Executive Director, or both. If, for any reason, you do not feel comfortable discussing the matter with your supervisor, you should bring the matter to the attention of the Executive Director or to the Director of Programming. The important thing is that you bring the matter to Oakland Leaf's attention promptly so that any concern of harassment can be investigated and addressed appropriately.

All complaints will be promptly and thoroughly investigated, and all information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation and take any remedial action, and in accordance with applicable law. All employees and supervisors have a duty to cooperate in the investigation of alleged harassment. In addition, failing to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, including termination of employment. At the conclusion of its investigation, if Oakland Leaf determines a violation of policy has occurred, it will take effective remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused party, up to and including termination. Steps will be taken, as reasonable and necessary, to prevent any further violations of policy.

Retaliation

Retaliation for reporting any incidents of harassment, or perceived harassment, for making any complaints of harassment, or participating in any investigation of incidents of harassment, or perceived harassment is strictly prohibited.

Any report of retaliation by the one accused of harassment, or by co-workers, supervisors, or managers, will also be promptly and thoroughly investigated in accordance with Oakland Leaf's investigation procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Additional Enforcement Information

In addition to Oakland Leaf's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of harassment and discrimination in employment. You may contact the EEOC and the DFEH directly. Their phone numbers are listed in the telephone book.

Modification

This policy can be modified unilaterally by Oakland Leaf at any time without notice. Modification may be necessary to maintain compliance with State and Federal regulations and/or accommodate organizational changes within Oakland Leaf.

CHILD ABUSE

Oakland Leaf, as an agency that pursues most of its work within public school settings, follows standard school district procedure in responding to child abuse.

In cases of *school-related suspected child abuse*, school principals are responsible for conducting an administrative investigation, *in addition to* making the required reports. Contact the Oakland Leaf Executive Director if you have any questions. In all cases of suspected child abuse, whether school related or not, the following procedures must be followed:

MANDATORY REPORTING

School District employees are “mandatory reporters” under the law. Oakland Leaf expects its employees to uphold this same standard. As mandatory reporters, we are required to report suspected child abuse. This requirement applies to physical abuse, sexual abuse, physical neglect and/or emotional maltreatment.

The Child Abuse Reporting Law (Penal Code Section 11166), requires that any mandatory reporter who has knowledge of or observes a child, whom he or she knows or *reasonably suspects* has been the victim of child abuse shall report this to a child protective agency immediately, or as soon as practicable by telephone and shall send a written report within 36 hours of receiving the information (Penal Code Section 11169). The Oakland Police Department and Alameda County Child Protective Services are designated agencies to receive reports. The Oakland Unified School District Police Services Department *is not*.

Effective immediately, suspected child abuse should be reported to the Oakland Police Department as follows:

REPORTING PROCEDURES

Upon knowledge or reasonable suspicion of child abuse, you must do both of the following:

Immediately telephone (510) 777-3333 – Oakland Police Department Non-Emergency Number (required) or 911 if an absolute emergency.

Note the date, time and name of the person with whom you speak at OPD. (If you get a recording, note the time of your call and leave your message.) Ask that an officer be dispatched to the school.

(Please note that a direct call from Oakland Leaf employees to School Police will not satisfy the legal reporting obligation. However, when a report is made to OPD, they may dispatch a school police officer, which is o.k.)

Submit a written Report (within 36 hours of receiving the information) by:

Completing a Suspected Child Abuse Report form (DOJ Form 8572).

Fax a copy of the report to Oakland Police Department, Child Abuse Unit, Fax number (510) 238-7612.

Mail original report to Oakland Police Department 455 7th Street, Oakland, CA 94607, Attention: Child Abuse Unit.

The OPD Child Abuse Unit will make the required reports to Child Protective Services, etc. (Note: While you may also call the Child Protective Services Hotline, this call must be *in addition* to your call to the Oakland Police Department.)

REPORT FORMS

DOJ Suspected Child Abuse Report Forms may be obtained at the Oakland Leaf office or ordered directly from Child Protective Services by calling 510-670-9737.

INVESTIGATION

For non-school related suspected child abuse, managers should cooperate to the fullest extent possible with law enforcement personnel conducting a child abuse investigation. Please make sure to get the name of the officer responding to and investigating the incident. If you are directed not to speak to the parties involved until OPD completes its investigation or asked not to take any other administrative steps, record the officer's name, badge number, date of the directive, and the directive involved and contact the Oakland Leaf Executive Director. If you are asked to take any steps you believe violate your duties or obligations or have other concerns, contact the Executive Director.

For school related incidents of suspected child abuse, support the school principal's investigation, unless you are specifically directed by OPD to not proceed administratively. If that directive is given, record the officer's name, badge number, date of direction and the nature of the direction.

GENERAL INFORMATION

Program administrators should develop any additional procedures for reporting suspected child abuse to insure compliance with these requirements. Please note that reporting is an individual responsibility. No principal or supervisor may interfere with an individual's reporting responsibility; nor may a mandated reporter be absolved of responsibility by relying on a supervisor or administrator to meet the individual's reporting responsibility.

Mandatory reporters are immune from civil or criminal liability as a result of making a required or authorized report of known or suspected child abuse. However, liability may exist for making a *knowingly* false report or making a report with *reckless disregard* of the truth or falsity of the report (see Penal Code Section 11172 (a)).

OPEN DOOR POLICY

Oakland Leaf views our learning environments as opportunities for interaction between our work and the local and greater community. Staff should expect Oakland Leaf leadership to be present during all aspects program operations without special announcement as part of our larger organizational culture of mutual support, open dialogue, shared inspiration, and collective action.

Oakland Leaf encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or with the Executive Director. Oakland Leaf believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise their work-related concerns with their immediate supervisor, or with another supervisor of their choice, as soon as possible after the events that cause the concern. Employees can request that items discussed with the Executive Director be kept in confidence. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved.

Employees who conclude at any time that their attempt at informal and open communication regarding their work-related concerns is not being resolved, should bring their work-related concerns to the attention of Oakland Leaf by written complaint and formal investigation as outlined in the “Internal Complaint Review Procedure” set forth elsewhere in this handbook.

AT-WILL STATEMENT

All Oakland Leaf staff members understand that any employment at Oakland Leaf is at-will and of indefinite duration, and that either the staff member or Oakland Leaf may terminate employment at any time, with or without notice and for any reason so long as it is not discriminatory. No agreement to the contrary will be recognized unless such an agreement is in writing and signed by the Executive Director.

EMPLOYEE CLASSIFICATIONS

A. Types of Employee Schedules

Employees of Oakland Leaf will usually fall into one of the following categories:

(1) **Regular Full-Time Employees:** employees who work at least 40 hours per week, for a period of indefinite duration.

(2) **Regular Part-Time Employees:** employees who work less than 40 hours per week, for a period of indefinite duration.

(3) **Temporary Employees:** employees hired to work on special assignment with the understanding that such work will be completed within a specified period of time, not to exceed six months. After a period of six months any temporary employee who works for Oakland Leaf may request a performance review based on seniority, performance, and attendance in order to become a Regular Full-Time Employee or a Regular Part-Time Employee, with seniority retroactive to the initial date of hire. At time of conversion to Regular Employee status, such employees will receive an accrual of vacation and sick days proportionate to the amount of time worked at Oakland Leaf.

B. Exempt and Nonexempt Employees

Exempt Employees:

Exempt employees include all employees who are classified as exempt from the overtime provisions of federal and state wage and hour law.

Nonexempt Employees:

Nonexempt employees include all employees who are covered by the overtime provisions of federal and state wage and hour law.

IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work you will be asked to provide original documents verifying your right to work and to sign a verification form required by federal law. If you at any time cannot verify your right to work in the United States, Oakland Leaf may be obliged to terminate your employment.

PAYMENT OF WAGES

A. Pay Days

Employees are paid once a month. If a payday falls on a weekend or holiday, paychecks will be distributed on the preceding workday.

B. Payment on Resignation or Termination

If an employee resigns, his or her paycheck will be available on the final day of work, provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice or fails to return to work, his or her paycheck will be mailed by regular mail to his or her last known address not later than 72 hours after the date when the employee is considered to have resigned. If an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. The employee's final paycheck will include payment for all wages owed and for accrued but unused vacation time, less authorized and required deductions.

C. Payroll Deductions.

Payroll deductions and earnings are detailed with paychecks. Mandated deductions usually include:

- (1) federal income tax;
- (2) state income tax;
- (3) Social Security / Medicare;
- (4) state disability insurance.

Oakland Leaf will take other deductions from your wages as required by law.

D. Work Schedules

Oakland Leaf is normally open for business between the hours of 10:00 am and 6:00 pm, Monday through Friday. Your manager will assign your individual work schedule.

E. Meal and Rest Periods

For those non-exempt employees working five (5) hours/day or more, a 30-minute meal period is to be taken approximately in the middle of the workday. Employees are allowed a 10-minute rest period for every four hours of work or major portion thereof. Employees may schedule their own meal and rest periods pursuant to these guidelines. All ten-minute breaks must be taken on Oakland Leaf premises.

F. Lactation Accommodation

Oakland Leaf will provide all employees who wish to express breast milk at work with a reasonable amount of break time. The break time will be required to run concurrently, if possible, with any paid break time already provided. In the event it is not possible for the break time for expressing milk to

run concurrently with the paid break time already provided to the employee, the break time for expressing milk is unpaid.

Oakland Leaf will provide all employees desiring to express breast milk at work with reasonable accommodations. The employee will be provided with use of a room, or other location, other than a toilet stall, in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private.

G. Timekeeping Requirements

Time sheets are prepared for each pay period, and are given to your supervisor for approval on the Friday before payday. It is important for you to record your time on timesheets and sign them before each period. A time sheet is a legal document and must not be tampered with. Corrections must be approved by your supervisor and initialed by you. Filling out the time sheet of a fellow employee or falsifying your own time card is dishonest and may lead to immediate discharge.

If you are a part-time or temporary employee, you must turn in your time sheet to your supervisor for approval according to the schedule given to you.

H. Overtime

As necessary, employees may be required to work overtime. However, only nonexempt employees qualify for overtime pay. To work overtime, a nonexempt employee must obtain written permission from his or her supervisor. If a nonexempt employee works overtime without permission, the employee may be disciplined, up to and including discharge. Oakland Leaf provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law.

I. Salary Pay

Subject to any exceptions provided by law, exempt, salaried employees will receive their salary for any week in which an employee performs any work. For purposes of this salary pay policy, a week is Monday 12:01 a.m. through Sunday midnight.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to bring any questions concerning their salary pay to the Executive Director so that any inadvertent error can be corrected.

SENIORITY

For the purpose of administering benefits, all employees acquire another year of seniority on the anniversary of their original hire date. The first year of employment is Seniority Year 0.

VACATION POLICY

Oakland Leaf provides vacation benefits to most employees, to enable them to take paid time off for rest, recreation, or any other desired purpose. Oakland Leaf believes that this time is valuable for employees in order to make their work experience with Oakland Leaf personally satisfying, and to enhance both personal and professional development. Oakland Leaf provides employees with additional vacation benefits as years of service are accumulated.

A. Vacation Accrual

All regular full-time employees who have completed at least six months of continuous service with Oakland Leaf are eligible to take vacation benefits based on their continuous length of service, measured from the date of hire.

Seniority year	Days of paid vacation per year
0	10
2	15
4 or more	20

B. Part-Time and Temporary Employees

All regular Part-Time Employees who have completed at least three six of continuous service with Oakland Leaf accrue vacation benefits on a pro rata basis. Temporary employees do not accrue vacation benefits unless they are converted to Regular Employees.

C. Year-to-Year Accrual

Unused vacation time may not be carried over from year to year.

D. Pay in Lieu of Vacation

No employee will receive pay in lieu of vacation except on the termination of his or her employment, as described in Paragraph F, below.

E. Vacation Accrual During Leave of Absence

No vacation accrues during an unpaid leave of absence.

F. Vacation Pay on Termination

On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his or her termination.

G. Vacation Approval and Scheduling

All vacations must be approved in advance, by the employee's immediate supervisor. Requests for vacations of five days or longer must be submitted at least two weeks prior to the commencement of the vacation period. Scheduling of vacations is to be done in a manner consistent with Oakland Leaf's operational requirements.

H. Holidays Occurring During Vacation

If an observed Oakland Leaf holiday (see guideline entitled "Holidays") occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday period. An employee may thus add to his or her vacation period by adding to or using the holiday period in place of accrued vacation time.

I. Vacation Increments

Accrued vacation must be taken in increments of at least a half day.

HOLIDAYS

A. Standard Holidays

Oakland Leaf observes the following standard holidays each year:

- July 4th
- Labor Day
- Veterans Day
- Thursday/Friday - Thanksgiving
- MLK Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day
- In addition, Oakland Leaf will observe a Winter Break each year. The dates of this break will be determined yearly and will take into account the Christmas and New Year's Holiday.

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken.

B. Eligibility

All regular full-time employees will receive time off with pay for each of the standard and floating holidays described above. Part-time employees are eligible for paid holiday benefits on a prorated basis. Temporary employees are not eligible for paid holiday benefits. All employees are ineligible for holiday benefits that accrue while on leave of absence.

SICK LEAVE

Regular full-time employees accrue sick leave at a rate of one-half day for each month of service, up to a total of six days per year. Regular part-time employees accrue sick pay on a pro-rata basis. Temporary employees do not accrue sick leave and are not paid for sick days.

Your unused sick leave is not carried forward from one year to the next, and you will not be paid for unused sick leave either while you work for Oakland Leaf or when you leave. Sick leave will not accrue during any leave of absence.

If you are sick, you must tell your supervisor one hour before the beginning of your shift, or you will not receive sick pay for that day. If you have a serious illness or injury, we may also ask that you obtain a doctor's release before you are allowed to return to work.

If you are hospitalized or out sick for more than seven calendar days for an injury or illness that is not work-related, you should apply for State Disability Insurance (SDI) benefits. These benefits will be deducted from your sick pay. The Operations Manager can supply the form you will need to apply for SDI, but it is your responsibility to make the application. Also, you must send your Notice of Disability Benefits Received to the Operations Manager.

You may use your sick leave only if you are sick, for your medical and dental appointments or for the illnesses or doctor's appointments of your dependent children, dependent parents, or your spouse and/or domestic partner.

EMPLOYEE BENEFITS

Oakland Leaf provides benefits for most employees. Because of the potential for changing budget situations and organizational needs, Oakland Leaf reserves the right to modify or eliminate any of its benefits at any time, after notice to and consultation with staff and Board.

A. Workers' Compensation Insurance

Oakland Leaf, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- (1) Medical care,
- (2) Cash benefits, tax free, to replace lost wages,
- (3) Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- (1) Immediately report any work-related injury to your supervisor.
- (2) Seek medical treatment and follow-up care if required.
- (3) Complete a written Employee's Claim Form (DWC Form 1) and return it to the Operations Manager.

Employees must provide Oakland Leaf with a certification from their health care provider regarding the need for workers' compensation disability leave and the employee's ability to return to work from the leave.

Upon submission of a medical certification that you are able to return to work, you will be offered the same position held at the time of leaving, unless the job has been filled in order to avoid undermining Oakland Leaf's ability to operate safely and efficiently, or you are not capable of performing the job responsibilities upon return. If your former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or filling the available position would substantially undermine Oakland Leaf's ability to operate safely and efficiently, or you are not capable of performing the job responsibilities. If, after returning from workers' compensation disability leave, you are unable to perform the essential functions of the job because of a physical or mental condition, Oakland Leaf's obligations to you may include reasonable accommodation, as governed by the Americans with Disabilities Act.

B. State Disability Insurance

Each employee contributes to the State of California to provide short-term disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at Oakland Leaf or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Operations Manager.

C. Medical and Dental Insurance

All Regular Full-Time Employees are eligible to participate in Oakland Leaf's health and dental insurance plan starting as soon as possible after hire (generally 15 to 45 days). Oakland Leaf will pay the entire cost of this coverage for regular full-time employees. Details concerning specifics surrounding insurance coverage are available from the Operations Manager.

Regular Part-Time employees working at least a half-time schedule are also eligible for coverage. For each such employee, Oakland Leaf will pay a proportion of the premiums equal to that employee's proportion of a full-time schedule. Oakland Leaf's insurance carriers do not permit Oakland Leaf to insure employees working less than a half-time schedule.

Health and dental insurance coverage during leaves of absence depends on the type of leave. For details, see descriptions of the various types of leaves of absence, set forth elsewhere in this handbook. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA),

eligible employees and their dependents may be entitled to continue insurance coverage after employment with Oakland Leaf ceases.

D. Tax-Deferred Retirement Plan Assistance

Oakland Leaf does not make contributions to retirement plans for employees.

ACCOMMODATION FOR DISABILITIES

Oakland Leaf believes that a supportive and caring work environment is an important factor in maintaining quality of life for employees with disabilities. At Oakland Leaf we believe that employees with disabilities should continue to work for as long as they choose, so long as they can safely perform essential job functions, with reasonable accommodation if necessary. All employees should be sensitive to the needs of disabled colleagues. Supervisors should provide disabled employees with support and assistance appropriate to the work environment.

Oakland Leaf complies to the fullest extent possible with all rules and regulations of the Americans with Disabilities Act and similar applicable state and local laws. Oakland Leaf does not discriminate against any qualified individual with a disability in job application procedures, hiring, promotion, discharge, compensation, job training, or any other term, condition, or privilege of employment.

Oakland Leaf will provide reasonable accommodation for the known physical or mental conditions of a qualified applicant or employee with a disability, unless the accommodation would impose an undue hardship on Oakland Leaf, under current legal standards. Reasonable accommodation might include schedule variances to accommodate medical treatments, or assignment of tasks that minimize physical exertion. Employees requesting reasonable accommodation should contact a supervisor.

Disabled employees are under no obligation to disclose their conditions to Oakland Leaf. If an employee chooses to discuss a disability or provide any other medical information, all information provided will be considered strictly confidential and will not be disclosed to others without the employee's permission, unless required by law. Unauthorized disclosure of confidential information relating to health status may lead to disciplinary action against the disclosing employee, possibly including termination.

LEAVES OF ABSENCE

A. Pregnancy-Disability Leave (not in effect as of September 2005)

Eligibility

In compliance with California law, this policy applies to employees at a worksite in California with 5 or more Regular Full-Time employees. **As of September 2005, Oakland Leaf only has two Regular Full-Time employees, but this regulation will take effect once Oakland Leaf has five Regular Full-Time employees on staff. Policy included below for informational purposes.**

Pregnancy-related disability leave refers to a period when an employee takes time off work because they are disabled by pregnancy, childbirth or related medical conditions.

Eligible employees of Oakland Leaf who are disabled by pregnancy, childbirth or related medical conditions, are eligible to take an unpaid pregnancy disability leave (“PDL”) of up to four months. PDL may include time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth.

Pregnancy disability leave is separate and distinct from Oakland Leaf’s Family/Medical Leave policy. Employees who are eligible for PDL may also be eligible to take a leave under Oakland Leaf’s Family/Medical Leave policy. The maximum combined leave that an employee may take under Oakland Leaf’s PDL policy and the Family/Medical Leave policy is four months (PDL), plus 12 weeks (California Family Rights Act). PDL leave need not be taken in one continuous period.

General

All female employees should advise the Executive Director of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with the Executive Director so that the manager may explain the following:

- (1) *Employees who need to take pregnancy disability must provide written notice to notify Oakland Leaf that the employee needs to take a pregnancy disability leave and/or transfer. The written notice should include the anticipated timing and duration of the leave or transfer.*

If the need for the leave or transfer is foreseeable because of the pregnancy, employees must provide at least 30 days’ advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the Executive Director regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of Oakland Leaf. Any such scheduling is subject to the approval of the health care provider of the employee.

If 30 days’ advance notice is not possible, notice must be given as soon as practicable. Failure to comply with these rules is grounds for, and may result

in, deferral of the required leave until the employee complies with this notice policy.

- (2) Employees may request a transfer to a less strenuous position or less strenuous duties where the transfer is medically advisable. Transfer requests will be granted to the extent Oakland Leaf can reasonably accommodate the request. Employees requesting an intermittent leave or reduced schedule leave may be transferred, at Oakland Leaf's discretion, to a position more suited to such a leave for which the employee is qualified. The position to which the employee is transferred will have the same pay and benefits as the employee's former position.*
- (3) Pregnancy leave will usually begin when ordered by the employee's physician. The employee must provide Oakland Leaf with a certification from a health care provider. The certification indicating disability should contain:*

 - a. The date on which the employee became disabled due to pregnancy;*
 - b. The probable duration of the period or periods of disability; and*
 - c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.*
- (4) Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave. Oakland Leaf will require certification by the employee's health care provider that the employee is fit to return to work. Failure by the employee to provide this certification will result in the employee being denied reinstatement until such time as the certificate is obtained. If the employee fails to return to work immediately after the approved pregnancy leave expires, or fails to provide the certification stating that the employee is fit to return to work within 3 days after returning to work, the employee will be considered to have voluntarily resigned from Oakland Leaf.*
- (5) Duration of the leave will be determined by the advice of the employee's physician, but disabled employees may take up to a total of four (4) months. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for morning sickness and prenatal care.*

Leave may be taken intermittently or on a reduced work schedule when medically advisable. Leave may be taken in increments of one (1) day.

- (6) *An employee on PDL is not permitted to take on any other employment, even on a temporary basis, without written authorization from Oakland Leaf. To do so will result in termination.*
- (7) *It is Oakland Leaf's policy to be fair and impartial in all its relations with employees and applicants. Oakland Leaf will not discriminate against employees or applicants as a result of the approved use of PDL or a proper request for such leave.*

Benefits Determination For Pregnancy-Related Disability Leave

The employee will receive no pay during the period of PDL. An employee's benefits during a PDL will be as follows:

- (1) ***Vacation/Personal Leave.*** *No vacation or personal leave hours or holiday hours are earned during the leave period. An employee may use accrued vacation or personal leave hours during the leave period. If you choose to use vacation it is your responsibility to notify the Executive Director of your option in writing.*
- (2) ***Health Insurance.*** *If an employee takes PDL and is eligible under the federal family medical leave law ("FMLA"), Oakland Leaf will maintain group health insurance coverage for up to a maximum of 12 work weeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. Leave taken under the pregnancy disability policy runs concurrently with FMLA, but not family and medical leave under California law ("CFRA"). (See Oakland Leaf's Family/Medical Leave Policy for additional information.) The continued participation in health benefits begins on the date unpaid leave first begins under FMLA.*

If an employee is on PDL and not eligible for continued paid coverage under FMLA, Oakland Leaf will pay for health care and dental insurance (if such insurance was provided before the leave was taken) for one month after an employee begins unpaid leave (and the employee must pay its share of the premium.). Furthermore, if an employee is on PDL and not eligible for continued paid coverage under FMLA, or if paid coverage ceases after 12 work weeks, an employee will be offered the opportunity to enroll in the COBRA program, subject to the eligibility requirements of the COBRA plan. In some instance, Oakland Leaf may recover premiums it paid to maintain health coverage for you if you fail to return to work following PDL.

- (3) ***Other Insurance.*** *Employees will be allowed to continue to participate in the life insurance and disability insurance plans for the same period (up to 12 weeks) of health insurance coverage and for the same amounts existing on the date the leave first begins.*

Reinstatement

An employee returning from PDL will be offered the same position held at the time of leaving, unless the job no longer exists or preserving the job for the employee would substantially undermine Oakland Leaf's ability to operate safely and efficiently. If the employee's former position is not available, an equivalent position will be offered unless there is not an equivalent position available or filling the available position with the employee would substantially undermine Oakland Leaf's ability to operate safely and efficiently.

B. Family/Medical Leave (not in effect as of September 2005)

As of September 2005, Oakland Leaf only has two Regular Full-Time employees, but this regulation will take effect once Oakland Leaf has fifty Regular Full-Time employees on staff. Policy included below for informational purposes.

Definition

Family/Medical Leave refers to a period when an employee takes time off work for any of the following reasons: to care for the employee's spouse, domestic partner, child or parent with a serious health condition; the employee's own serious health condition makes the employee unable to perform the essential functions of his/her position; or to care for an employee's newborn child, or a child placed with an employee for foster care or adoption.

Eligibility

Employees are eligible for a Family/Medical Leave who:

- (1) have worked for Oakland Leaf for at least 12 months prior to the date on which the leave is to commence,*
- (2) have worked at least 1,250 hours during the 12-month period preceding the leave, and,*
- (3) who are employed at a worksite where Oakland Leaf maintains on the payroll (as of the date of the leave request), at least 50 part- or full-time employees within 75 miles (measured in road miles) of the worksite where the employee requesting the leave is employed.*

Eligible employees may take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period under federal ("FMLA") and, if in California, under California ("CFRA") family/medical leave laws.

FMLA/CFRA Coordination with Pregnancy Disability Leave

Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave; such employees should review Oakland Leaf's Pregnancy-related Disability Policy and contact the Executive Director regarding their individual situation.

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is counted as time used for FMLA leave, but not counted as time used for CFRA leaves. (PDL runs concurrent with FMLA, but FMLA is limited to 12 weeks.) Eligible California-based employees who become pregnant are therefore entitled to up to 4 months of pregnancy disability leave, followed by 12 weeks of CFRA leave to care for the newborn child. See Executive Director for the application of FMLA and CFRA to your particular case.

Intermittent Leave Requests

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, spouse, domestic partner or of the employee and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one (1) day.

Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. However, Oakland Leaf will grant a request for a CFRA leave (for birth/placement of a child) of at least one day but less than two weeks duration on any two occasions.

Notice of Planned Leave

If the event necessitating the leave is based on the expected birth, placement for adoption or foster care of the employee's child, or planned medical treatment for a serious health condition of the employee or a family member, the employee must provide notice of at least 30 days' advance notice before leave is to begin. The employee must consult with Oakland Leaf regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of Oakland Leaf. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, spouse, or domestic partner.

If 30 days' notice is not practicable, notice must be given as soon as practicable. Failure to comply with these rules is grounds for, and may result in, deferral of the required leave until the employee complies with this notice policy.

Certification of Leave

- (1) Oakland Leaf will require that the employee provide certification as explained below, within 15 days of the employee's request for FMLA/CFRA leave, unless it is not practicable for the employee to do so. Upon expiration of the estimated time needed for the Family/Medical Leave set forth in the certification, the leave will automatically terminate and the employee will be expected to return to work. If additional family/medical care leave is required, an employee must, prior to expiration of the Family/Medical Leave, submit additional certification to Oakland Leaf, as set forth below. If an*

employee fails to return to work immediately after the approved Family/Medical Leave expires, the employee will be considered to have voluntarily resigned from Oakland Leaf.

- (2) *If the leave is needed to care for a sick child, spouse, domestic partner, spouse or parent, the employee must provide a certification from the health care provider which states:*
 - a. *date of commencement of the serious health condition;*
 - b. *probable duration of the condition;*
 - c. *estimated amount of time the health care provider will provide care; and*
 - d. *confirmation that the serious health condition warrants the participation of the employee.*
- (3) *In cases where both parents are employed by Oakland Leaf and the leave requested is for the birth, adoption or foster care of a child, Oakland Leaf will not grant more than 12 weeks total of Family/Medical Leave between the two employees.*
- (4) *If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider which states:*
 - a. *date of commencement of the serious health condition;*
 - b. *probable duration of the condition; and*
 - c. *a statement that the employee is unable to perform one or more of the essential functions of his/her position because of the employee's serious health condition.*

Oakland Leaf will require certification by the employee's health care provider that the employee is fit to return to work. Failure by the employee to provide this certification will result in the employee being denied reinstatement until such time as the certificate is obtained. If the employee does not provide the certification within three (3) business days after the employee's scheduled return date, the employee will be considered to have voluntarily resigned from Oakland Leaf.

- (5) *If the FMLA request is because of the employee's own serious health condition, and Oakland Leaf has reason to doubt the veracity of the certification, pursuant to procedure number 4 above, Oakland Leaf may require, at its expense, a second opinion from a health care provider,*

designated by Oakland Leaf. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by Oakland Leaf.

If the second opinion differs from the first opinion, Oakland Leaf may require, at its expense, that the employee obtain the opinion of a third health care provider, designated or approved jointly by Oakland Leaf and the employee.

The opinion of the third health care provider shall be considered final and binding on Oakland Leaf and the employee.

- (6) *Any leave granted for a FMLA/CFRA qualifying reason will be counted as Family/Medical Leave and will be considered as part of the 12-workweek entitlement in a 12-month period. This 12-month period is measured on an calendar year basis for all leaves except those to care for an employee's newborn child, or a child placed with an employee for foster care or adoption. A leave taken to care for an employee's newborn child, or a child placed with an employee for foster care or adoption must be concluded within one year of the birth or placement of the child with the employee. There is no carryover of unused leave from one 12-month period to the next 12-month period.*

Reinstatement After the Leave Expires

- (1) *Upon return from Family/Medical Leave, an employee will be reinstated to his or her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions subject to any defense to reinstatement allowed under the law. In addition, an employee's use of Family/Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using Family/Medical Leave. As more fully described below, employees on FMLA/CFRA leave will not continue to accrue employment benefits, such as personal leave or vacation benefits, during unpaid FMLA/CFRA leave.*
- (2) *Reinstatement after Family/Medical Leave may be denied to certain salaried "key" employees:*
- a. *who are among the highest paid 10 percent of salaried employees who are employed within 75 miles of the worksite at which the employee is employed at the time of leave request; and*
 - b. *when the refusal to reinstate is necessary because the employee's reinstatement will cause substantial and grievous economic injury to Oakland Leaf's operations; and*

- c. *when the employee is notified of Oakland Leaf's intent to refuse reinstatement at the time Oakland Leaf determines the refusal is necessary; and*
- d. *in any case in which leave has already begun, Oakland Leaf will give the employee a reasonable opportunity to return to work following the notice described above.*

Other Employment

An employee on Family/Medical Leave is not permitted to take on any other employment, even on a temporary basis, without written authorization from Oakland Leaf. To do so will result in termination.

Non-Discrimination

It is Oakland Leaf's policy to be fair and impartial in all its relations with employees or applicants. Oakland Leaf will not discriminate against employees or applicants as a result of the approved use of Family/Medical Leave or a proper request for such leave.

Benefits Determination For Family/Medical Leave

An employee's benefits during a Family/Medical Leave will be as follows:

- (1) **Vacation/Personal Leave.** *Accrued vacation and personal leave must be used during Family/Medical Leave. If the leave is for your own serious health condition, you must use any accrued sick leave during your FMLA leave. The employee will receive a paycheck during the leave, so long as the employee has accrued vacation or personal leave available. When an employee has used up all accrued vacation or personal leave or if the employee has no accrued vacation or personal leave, then the leave is unpaid. No vacation or personal leave hours or holiday hours are earned during the leave period.*
- (2) **Health Insurance.** *Employees will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 weeks). The continued participation in health benefits begins on the date unpaid leave first begins under FMLA (i.e., for pregnancy disability leaves) or under FMLA/CFRA (i.e., for all other family care and medical leaves). The employee shall continue to be responsible for their portion of the insurance premium. Payment is due at the same time as it would be if made by payroll deduction. Alternatively, at an employee's request, the employee's premium payments may be paid in one lump-sum at the beginning of the leave period or on a monthly basis. In some instances, Oakland Leaf may recover premiums paid to maintain health coverage for an employee who fails to return to work following Family/Medical Leave.*

C. Paid Parental Leave

Regular employees who have worked at Oakland Leaf for at least six months may take up to four weeks of paid parental leave to care for a dependent child new to the employee's family. Paid parental leave may be taken upon birth or adoption of a child. Paid parental leave may be taken all at once, or in smaller portions. The four weeks of paid parental leave may be combined with vacation days, floating holidays, or unpaid leave to create up to six consecutive weeks of leave.

D. Other Leaves Of Absence

Oakland Leaf also grants eligible employees leaves of absence for jury or witness duty, certain court appearances, appearances at school or daycare activities by a parent, emergency duty as a volunteer firefighter, to vote in a statewide election, for some types of military service, and for bereavement leave.

An employee wishing to take a leave of absence for one of these reasons should contact his or her supervisor for details. Some information regarding the more common types of leave is set forth below.

(1) Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in a state or local election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular hours.

(2) Bereavement Leave

Employees will be allowed between three and five working days off to arrange and attend the funeral of a family member. Oakland Leaf allows each staff person to define "family member" as being a close, long-term personal relation, and this may include a spouse, child, domestic partner, or friend. Regular Full-Time Employees and Regular Part-Time Employees will be paid their regular base rate of pay for time absent. Temporary Employees will not be paid during bereavement leave.

If an employee requires more than five days off for bereavement leave, the employee must meet with the Executive Director.

(3) Jury and Witness Duty; Other Court Appearances

Oakland Leaf will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Oakland Leaf will also provide employees with time off to (1) appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order or (2) obtain any relief, including a temporary restraining order, to help ensure the health, safety, or welfare of a domestic violence victim or his or her child.

Employees will be granted a paid leave of absence of up to ten business days per year for the purpose of fulfilling jury duty. Any jury duty that extends beyond ten business days per year will be

unpaid. However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. Employees may elect to substitute accrued vacation leave during any unpaid leave due to jury duty or a witness appearance.

Employees are required to provide reasonable advance notice of the need for jury/witness leave. In instances where the time off is needed to obtain relief in connection with a case involving domestic violence, reasonable advance notice of the court appearance is also required unless an emergency or unscheduled court appearance is required.

(4) Leave For Educational/Daycare Purposes

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation, [personal leave] for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence.

(5) Military Leave

Oakland Leaf complies with state and federal requirements regarding Military Leave. Employees who need to be away from work for military leave, should contact the Executive Director as soon as possible upon learning of their military duty requirements so that Oakland Leaf may make appropriate arrangements for the expected leave of absence. Military Leave is unpaid, however, Employees may utilize available [vacation/Paid Time Off] to provide continued compensation during the leave. For more information about benefits and reinstatement, contact the Executive Director.

EMPLOYMENT OF RELATIVES

It is our policy to avoid bringing family relationships into the workplace whenever possible. However, on occasion more than one family member may work for Oakland Leaf. The following guidelines will govern these situations:

1. The Executive Director will not be permitted to hire a relative of any staff members without board approval.
2. When related persons work for Oakland Leaf, one relative may not supervise another relative.
3. Related persons will not be involved in evaluating each other's job performance or in making recommendations for salary adjustments, promotions or other budget decisions.

PERFORMANCE REVIEWS

Oakland Leaf will conduct periodic performance reviews for employees. Employees generally will receive written performance evaluations once every calendar year. The purpose of a performance review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review.

During performance reviews, employees are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within Oakland Leaf. Oakland Leaf's performance review procedures may include participation from each employee's peers. Oakland Leaf aims through the performance review process to find ways to support employees and to empower employees to improve their own performance and abilities.

You should note that a good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is it a promise of continued employment. Your employment at Oakland Leaf is expressly at the will of you and Oakland Leaf. Either you or Oakland Leaf may terminate the employment relationship with or without cause and with or without notice at any time. Nothing in this policy alters at-will employment.

PERSONNEL FILES

The information in each employee's personnel file is confidential. Oakland Leaf will not release the contents of personnel files to any outside entity except where a court order so requires. Only the Executive Director and Operations Manager have access to other employees' personnel files. The Oakland Leaf Board of Directors may review employees' personnel files upon resolution by the Board. Personnel files are property of Oakland Leaf and may not be removed from Oakland Leaf's premises without written authorization from a Co-Director.

Every employee has the right to inspect his or her personnel file at reasonable times and with reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed.

Personnel files shall be kept up to date. Each employee should inform his or her supervisor immediately whenever there are changes in personal data such as address, telephone number, persons to notify in case of emergency, number of dependents, and claimed exemptions for tax purposes.

OFFICE PROCEDURES

Employer Property

All Oakland Leaf property must be maintained according to Oakland Leaf rules and regulations. Oakland Leaf reserves the right to inspect all Oakland Leaf property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any Oakland Leaf property may be removed from the premises. An employee's personal property including, but not limited to, lockers, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Oakland Leaf property or for other legitimate business reasons.

Workplans

Each employee is responsible for drafting both yearly and weekly workplans. Yearly workplans will be approved by both the Program Director and the Executive Director. Weekly workplans should be drafted off of the yearly workplan as a guide, and should be reviewed regularly with the employee's supervisor. Employees will be held responsible for completing work that is outlined on their workplans.

Timesheets

Timesheets are to be filled out daily by all Oakland Leaf employees. All timesheets are kept on file.

Staff Meetings

Mandatory staff meetings will be held every other week at a specific time that will be mutually agreed upon by the Oakland Leaf staff.

Supervision

Each employee will meet with her/his supervisor formally every two weeks and informally as much as is needed. The supervisor is intended to help figure out work plans, help answer political questions, and help determine the programmatic direction of the employee's work. Supervisors also give continual feedback and raise concerns if any problematic behavior arises. Supervision meeting times are determined by the supervisor and staff member.

Cleaning Responsibilities

Oakland Leaf takes responsibility for keeping the office clean and orderly. Every employee must take all appropriate measures to clean up after herself/himself at all times. All employees must also strive to keep their desk/work area clean and orderly.

Petty Cash

All Petty Cash purchases must be approved in advance by the Executive Director. Employees who need to make purchases should take responsibility to make a petty cash request a week prior to when they will actually need it. Employees who take Oakland Leaf petty cash are held responsible for bringing back receipts and exact change. Failure to do so may result in termination.

Credit Cards

Oakland Leaf will have a Oakland Leaf credit card.

Employees who use an Oakland Leaf credit card are responsible for turning in receipts for the credit card purchases. Failure to turn in receipts may result in termination.

INTERNAL COMPLAINT REVIEW PROCEDURE

A. Purpose and Scope

The purpose of the Internal Complaint Review Procedure is to afford all employees of Oakland Leaf the opportunity to seek internal resolution of concerns related to working conditions. If employees are hesitant to undergo this formal process, they are strongly encouraged to use informal means, rather than to withhold expression of their concerns. There are several informal avenues available to an employee, including the “Open Door Policy” set forth elsewhere in this handbook. The Open Door Policy states the philosophy of Oakland Leaf that all employees have free access to their immediate supervisors, or to other Oakland Leaf supervisors of their choice. Employees may also express their concerns to team members or to other employees.

B. Procedure

1. Complaints not concerning the Executive Director.

Any complaint concerning working conditions that does not relate to the conduct of the Executive Director should be filed in writing with the Executive Director as soon as possible after the events that gave rise to the employee’s concerns. The complaint should set forth in detail the bases for the employee’s concern. The employee filing the complaint may give an oral presentation to the Executive Director that accompanies the written complaint. The employee may have another employee assist in this process.

The Executive Director or their designee will investigate the complaint, meeting separately with the employee and with others who are named in the complaint or who may have knowledge of the facts set forth in the complaint. Oakland Leaf will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the employee should receive a written indication of the decision, and an oral explanation of the reasons for the decision. Oakland Leaf will maintain a record of the resolution of the complaint.

If a complaint is not resolved to the employee’s satisfaction through the investigation, the employee may submit a written request for review of the complaint to the Board of Directors. The employee may give an oral presentation to the Board to accompany the written complaint. The employee may have another staff person assist in this process. On completion of the Board’s review, the employee should receive a written indication of the Board’s decision, and an oral explanation of the reasons for the decision. The Board’s decision is final.

2. Complaints concerning the Executive Director

Any complaint concerning working conditions and relating to the conduct of a the Executive Director should be filed in writing with the Board of Directors as soon as possible after the events that give rise to the employee’s concerns. The written complaint should set forth in detail the bases

for the employee's complaint. The employee may give an oral presentation to the Board to accompany the written complaint. The employee may have another staff person assist in this process.

The Board of Directors will investigate the complaint, meeting separately with the employee and with others who either is named in the complaint or who may have knowledge of the facts set forth in the complaint. The Board will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the employee should receive a written indication of the decision, and an oral explanation of the reasons for the decision. Oakland Leaf will maintain a record of the resolution of the complaint. Decisions of the Board of Directors are final.

C. Non-Retaliation

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint or for any other lawful activity, the employee should immediately notify a supervisor or the Executive Director. If the alleged retaliation is being committed by the Executive Director, the employee should immediately file a formal complaint with the Board of Directors, following the procedures described above.

DISCIPLINE PROCEDURES AND RULES OF CONDUCT

A. Progressive Discipline Procedure

Where appropriate, a policy of progressive employee discipline will be followed by supervisors. Major elements of this policy include:

1. Oral warning and plan for corrective action
2. Written warning and plan for corrective action
3. Final written warning
4. Termination

Supervisors should make every effort to address the root cause of the problems before and after every step outlined above.

In some cases, especially when investigation is necessary, paid or unpaid suspension may be appropriate.

Notwithstanding the foregoing progressive disciplinary procedure policy, Oakland Leaf 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 progressive discipline procedure.

B. Standards of Conduct

The following is prohibited and will not be tolerated by Oakland Leaf. The types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They do not constitute a complete list of all types of conduct that can result in disciplinary action, up to and including discharge. Neither the list of prohibited conduct nor the disciplinary action referenced above, alters the at-will nature of your employment. Either you or Oakland Leaf can terminate the employment relationship without any cause, without any reason, and in the absence of employee misconduct, so long as the reason is not discrimination.

Prohibited Conduct

- (1) Unlawful harassment including sexual harassment.
- (2) Stealing or removing, without permission, Oakland Leaf property or property of another employee, a customer, or a visitor.
- (3) Engaging in acts of violence or threats of violence toward employees.
- (4) Causing, creating or participating in a disruption of any kind during working hours on Oakland Leaf property.
- (5) Violation of any Oakland Leaf safety or security rule.

- (6) Possession or use of alcoholic beverages, or use or possession of illegal drugs, or being under the influence of illegal drugs or alcohol on Oakland Leaf premises.
- (7) Falsification of employment records, employment information or other Oakland Leaf records.
- (8) Engaging in acts of theft or sabotage.
- (9) Unauthorized use of Oakland Leaf equipment, time, materials or facilities.
- (10) Giving Oakland Leaf's products away free of charge or at a discount to any person or in violation of Oakland Leaf's policies.
- (11) Deliberate destruction or damage to any Oakland Leaf property or the property of any employee, a customer or a visitor.
- (12) Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on Oakland Leaf property or during on-duty time, without proper authorization.
- (13) Neglect or carelessness which results in damage or destruction of customer's or Oakland Leaf's property or endangers the life or health of any person.
- (14) Breach of confidentiality of personnel information.
- (15) Pleading guilty to or being convicted of a crime that indicates the employee is unfit for the job or poses a threat to the safety or well being of Oakland Leaf's employees, customers or property.
- (16) Failure to observe OSHA regulations.
- (17) Any deliberate action that is extreme in nature and is obviously detrimental to Oakland Leaf's efforts to receive funding or other support.
- (18) Insubordination, including, but not limited to, failure or refusal to obey the instructions of a supervisor or the use of abusive or threatening language toward a supervisor.
- (19) Violations involving the non-disclosure (secrecy) agreement or failure to maintain the confidentiality of Oakland Leaf's proprietary information.
- (20) Unsatisfactory job performance.
- (21) Failure to observe working schedules, including lunch and break periods.
- (22) Any action that involves unsafe conduct.

- (23) Reporting working time inaccurately.
- (24) Working unauthorized overtime or refusing to work assigned overtime.
- (25) Tardiness.
- (26) Unreported absence of three (3) consecutive scheduled workdays.
- (27) Failure to obtain permission to leave work for any reason during normal working hours.
- (28) Failure to notify a manager when unable to report to work.
- (29) Convictions for traffic violations or driving under the influence of alcohol or drugs while performing Oakland Leaf business.
- (30) Disrespectful treatment of clients.
- (31) Failure to provide a physician's certificate when requested or required to do so.
- (32) Committing a fraudulent act or a breach of trust under any circumstances.
- (33) Engaging in any conduct which is not in the best interest of Oakland Leaf.

POLICY CONCERNING VIOLENCE IN THE WORKPLACE

Oakland Leaf is committed to providing a safe, violence-free workplace. In this regard, Oakland Leaf strictly prohibits employees, consultants, clients, visitors, or anyone else on Oakland Leaf premises or engaging in a Oakland Leaf-related activity from behaving in a violent or threatening manner. As part of this policy, Oakland Leaf seeks to prevent workplace violence before it begins and reserves the right to address any behavior that suggests a propensity towards violence. Prevention of workplace violence begins with recognition and awareness of potential early warning signs and responding to any situation that presents the possibility of violence.

Violent or threatening conduct that can lead to preventive or disciplinary action includes, but is not limited to, the following:

- (1) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others, or destruction of Oakland Leaf property or the property of others;
- (2) Other behavior that suggests a propensity towards violence, such as belligerent or threatening speech;
- (3) Possessing weapons or firearms of any kind on Oakland Leaf premises, or while conducting Oakland Leaf business.

An employee should notify a supervisor if that employee has obtained a restraining order against another individual, or if any other potentially violent non-work-related situation exists.

If any employee observes or becomes aware of violent or threatening conduct by an employee, client, consultant, contractor, visitor, or anyone else, he or she should notify a supervisor or the Executive Director immediately. If the Executive Director is engaging in violent or threatening conduct, an employee should contact the Director of Programs, as described in the Open Door Policy. If the issue is not promptly and satisfactorily resolved, any employee may file a complaint under the Internal Complaint Review Procedure.

All reports of violent or threatening conduct will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Oakland Leaf will inform the reporting individual of the results of the investigation. To the extent possible, Oakland Leaf will maintain the confidentiality of the reporting employee and of the investigation, although Oakland Leaf may need to disclose results in appropriate circumstances (for example, in order to protect individual safety.) Oakland Leaf will not tolerate retaliation against any employee who reports workplace violence.

If Oakland Leaf determines that workplace violence has occurred, Oakland Leaf will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, Oakland Leaf will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, Oakland Leaf may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, Oakland Leaf may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

OUTSIDE EMPLOYMENT

While employed by Oakland Leaf, employees are expected to devote their energies to their jobs with Oakland Leaf. For this reason, second jobs are strongly discouraged. The following types of outside employment are strictly prohibited:

- (1) Employment that conflicts with an employee's work schedule, duties and responsibilities;
- (2) Employment that creates a conflict of interest or is incompatible with the employee's employment with the employer;
- (3) Employment that interferes with the protection of the Employer's proprietary or confidential information;
- (4) Employment that impairs or has a detrimental effect on the employee's work performance with the employer;
- (5) Employment that requires the employee to conduct work or related activities on the employer's property during the employer's working hours or using the employer's facilities and/or equipment;
- (6) Employment that directly or indirectly competes with the business or the interests of the employer.

Employees who wish to engage in outside employment must submit a written request to Oakland Leaf explaining the details of the outside employment. If the outside employment is authorized, Oakland Leaf assumes no responsibility for the outside employment. No work related to an employee's outside employment may be performed during Oakland Leaf time, with Oakland Leaf property or equipment or on Oakland Leaf premises. Oakland Leaf shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

CONFLICTS OF INTEREST

Employees are expected to devote their best efforts and attention to the performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of Oakland Leaf. A conflict of interest exists when the employee's loyalties or actions are divided between Oakland Leaf's interests and those of another individual or organization. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain action or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Executive Director for clarification.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- (1) Accepting from individuals or organizations personal gifts or entertainment that have the purpose of influencing Oakland Leaf's programmatic priorities;
- (2) Secretly engaging in self-employment when interests may conflict with those of Oakland Leaf;
- (3) Using proprietary or confidential Oakland Leaf information for personal gain or for any purpose that does not advance Oakland Leaf's interests; or
- (4) Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to Oakland Leaf.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

COMMITMENT OF OAKLAND LEAF RESOURCES AND SUPPORT

Without prior authorization, employees may not commit Oakland Leaf to financial support of a cause, or to political endorsements or position statements (e.g., endorsement of legislation, campaigns, candidacies, ballot measures, or position statements through signing a petition, lending Oakland Leaf's name in support, etc).

Requests for authorization for financial support of causes may be made directly to the Executive Director, who will either decide the issue or present it to the staff at the next staff meeting for decision made through the gradients of agreement.

SECURITY AND PERSONAL PROPERTY

A. Employer Property

All Oakland Leaf property must be maintained according to Oakland Leaf rules and regulations. Oakland Leaf reserves the right to inspect all Oakland Leaf property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any Oakland Leaf property may be removed from the premises. An employee's personal property including, but not limited to, lockers, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Oakland Leaf property or for other legitimate business reasons.

B. Off-Duty Use of Facilities

Employees are prohibited from being on Oakland Leaf premises or making use of Oakland Leaf facilities while after normal business hours, without approval of the Executive Director. Employees are expressly prohibited from using Oakland Leaf facilities, Oakland Leaf property or Oakland Leaf equipment for personal use, without the approval of the Executive Director..

C. Security

The security of facilities as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your manager when unknown persons are acting in a suspicious manner, in or around the facilities, or when keys, security passes or identification badges are lost or misplaced.

D. Health and Safety

Every employee is responsible for the safety of him- or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

In compliance with California law, and to promote the concept of a safe workplace, Oakland Leaf maintains an Injury and Illness Prevention Program.

Solicitation and Distribution of Literature

In order to ensure efficient operation of Oakland Leaf's, it is necessary to control solicitations and distribution of literature on Oakland Leaf property. Oakland Leaf has established the following rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas.

No employee shall solicit or promote support for any cause or organization or distribute or circulate any written or printed material in work areas that conflicts with his/her job duties at Oakland Leaf or the job duties of another Oakland Leaf employee.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Oakland Leaf property.

E. Recreational Activities and Programs

Oakland Leaf or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

TECHNOLOGY USE AND PRIVACY

Oakland Leaf provides access to the Internet and other technology systems to assist employees in conducting Oakland Leaf business. All information, data and messages created, received, sent or stored in these systems are, at all times, the property of Oakland Leaf. The foregoing systems are to be used solely for business related purposes. All existing Oakland Leaf policies apply to Employee conduct on the Internet and use of all technology systems, including, but not limited to, Oakland Leaf policies regarding intellectual property, misuse of Oakland Leaf property, discrimination, harassment, sexual harassment, information and data security and confidentiality.

Oakland Leaf does not allow these systems to be used in creating, receiving, sending or storing data that may reasonably be considered to be offensive, defamatory, obscene or harassing. Such data includes but is not limited to sexual images and comments, racial and gender-based slurs or anything that would reasonably be expected to offend someone based on their disability, age, religion, marital status, sexual orientation, political beliefs, national origin or culture or any other factor protected by law. Any such use would violate this policy and may violate Oakland Leaf's policy against harassment. In particular, the display of any kind of sexually explicit image or document on any Oakland Leaf system is a violation of Oakland Leaf's policy on sexual harassment. Employees who are aware of the misuse of these systems by other employees shall report the misuse to a manager immediately.

All Employees should be aware that Oakland Leaf has software and systems in place that are capable of monitoring and recording all network traffic to and from any computer Employees may use. Oakland Leaf reserves the right to access, review, copy and delete any of the information, data or messages accessed through these systems with or without notice to the Employee and/or in the Employee's absence. This includes, but is not limited to, all e-mail messages sent or received, all web site visits, all chat sessions, all news group activity (including groups visited, messages read and Employee postings), and all file transfers into and out of Oakland Leaf's internal networks. Oakland Leaf further reserves the right to retrieve previously deleted messages from e-mail or voice mail and monitor usage of the Internet including web sites visited and any information employees have downloaded. In addition, Oakland Leaf may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

Oakland Leaf reserves the right to inspect any and all files stored in all areas of Oakland Leaf's network, including those assigned to individual Employees, and those stored on any Oakland Leaf computer, in order to assure compliance with this and other Oakland Leaf policies.

SMOKING, ALCOHOL, DRUGS

Oakland Leaf prohibits smoking, drinking, drug use in the workplace or at Oakland Leaf related activities.

A. Drug and Alcohol Abuse

Oakland Leaf is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to Oakland Leaf. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes Oakland Leaf to the risks of property loss or damage, or injury to other persons.

ENSURING AN ALCOHOL AND DRUG FREE WORK PLACE

In order to enforce this policy, Oakland Leaf reserves the right to conduct searches of Oakland Leaf property or employees and/or their personal property upon reasonable suspicion of unauthorized possession of alcohol, illegal drugs or controlled substances, and to implement other measures necessary to deter and detect abuse of this policy. A request to search is not indicative of individualized suspicion.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Oakland Leaf property will not be tolerated because such conduct, even though off duty, reflects adversely on Oakland Leaf. In addition, Oakland Leaf must keep people who sell or possess controlled substances off Oakland Leaf premises in order to keep the controlled substances themselves off the premises.

An employee is subject to disciplinary action, up to and including termination, if the employee works while impaired by a prescription or over-the-counter drug and that impairment affects the employee's ability to safely perform the job, or affects the safety or well-being of others. Notwithstanding the foregoing, Oakland Leaf will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability unless undue hardship would result.

Treatment and Rehabilitation

Oakland Leaf will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. Oakland Leaf is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is Oakland Leaf obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on

treatment and rehabilitation is not intended to affect Oakland Leaf's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

CONFERENCES, TRAINING AND PROFESSIONAL DEVELOPMENT

Staff development is an essential part of Oakland Leaf's policy to offer continued education and training opportunities that promote professional growth and capacity building. Within the limitations of the budget, the Executive Director and supervisors shall initiate staff and program development as may be deemed important for enhancing the overall effectiveness of Oakland Leaf.

CONFIDENTIAL INFORMATION

All Oakland Leaf employees share the responsibility to ensure that confidential information, relating in any manner to Oakland Leaf, Oakland Leaf's activities, staff, volunteers, and clients is maintained in a secure fashion at all times. Confidential information is any information that is not known generally to the public, including internal work documents, personnel files, personal or medical information about staff or volunteers, and so forth. Employees must not disclose any confidential information that they obtain during employment with Oakland Leaf, except as required by and appropriate in fulfillment of job responsibilities. Violation of this policy may result in discipline up to and including termination.

Employees who are not sure whether certain information is confidential should contact their supervisor. Following are some examples of information that will generally be confidential:

- any individual's home address or telephone number;
- any individual's personal or family situation or financial information;
- any individual's donation history;
- any information in a Oakland Leaf staff member's personnel file;
- any individual's medical information;
- any individual's history of drug or alcohol use or treatment;
- any individual's mental health status or history;
- any other personal or sensitive information;
- any Oakland Leaf work documents that have not been published, such as memoranda, drafts, or confidential correspondence; and
- Oakland Leaf client or membership lists.

Maintaining confidentiality of employees' medical information is an especially important concern. If an employee chooses to provide medical information to Oakland Leaf for any reason, information provided will be considered strictly confidential and will not be disclosed to others without the employee's permission, unless required by law. Unauthorized disclosure of medical information may lead to disciplinary action against the disclosing employee, possibly including termination.

NON-FRATERNIZATION

In order to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and other problems of supervision and morale, all staff are forbidden to date or pursue romantic or sexual relationships with employees whom they supervise as well as clients. Employees who violate this guideline will be subject to discipline, up to and including termination of employment.

TERMINATION OF EMPLOYMENT

A. Voluntary Termination

Oakland Leaf will consider an employee to have voluntarily terminated his or her employment if the employee explicitly resigns from Oakland Leaf.

B. Involuntary Termination

Regular Employees, whether Full-Time or Part-Time, will not be terminated without just cause. Just cause exists when Oakland Leaf has a good faith belief that it has a basis for termination that is related to the Oakland Leaf's operations or to fulfillment of Oakland Leaf's mission, and when Oakland Leaf follows a process of progressive discipline.

D. Exit Interview

Employees who leave Oakland Leaf for any reason may be asked, or may request, to participate in an exit interview. This interview is intended to permit exiting employees the opportunity to communicate their views regarding their work with Oakland Leaf, including job duties, job training, job supervision, and job benefits. Interviews can be conducted by any staff person, though the Executive Director involvement is ideal. Interview questions can be provided and amended as necessary.

E. Return of Oakland Leaf Property

On termination of employment, whether voluntary or involuntary, all Oakland Leaf documents, computer records, and other tangible Oakland Leaf property in the employee's possession or control must be returned to Oakland Leaf.

ACKNOWLEDGMENT

PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO YOUR SUPERVISOR WITHIN TWO WEEKS.

Employee Name: _____

I acknowledge that I have received a copy of Oakland Leaf’s Employee Handbook. I understand that I am responsible for reading and understanding the guidelines set forth in the handbook.

I further understand that the policies contained in the handbook are guidelines only and do not create any contractual rights or obligations. I understand that, because Oakland Leaf cannot anticipate every issue that may arise during my employment, Oakland Leaf’s guidelines and policies may change. I therefore understand that Oakland Leaf has the right to add to, change, or eliminate any of the provisions of the handbook in its sole discretion, with or without revising and redistributing the handbook. If I have any questions regarding the status of any of Oakland Leaf’s policies or procedures, I will consult the Executive Director.

No one has made any promises or commitments to me contrary to the terms of this acknowledgement or the handbook. This Acknowledgment supersedes all previous agreements relating to the subjects covered in this Acknowledgment.

Signature: _____

Date: _____