



Florida Native Plant Society, Inc.

Employee Handbook

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Signed: Executive Director

Date: 8/13/2018

Signed: President

Date: 8/13/2018

PO Box 278

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I. MISSION

The mission of the Florida Native Plant Society (FNPS) is to promote the preservation, conservation and restoration of the native plants and plant communities of Florida.

II. OVERVIEW

The FNPS is a nonprofit organization registered in the state of Florida. The FNPS Employee Handbook (the “Handbook”) has been developed to provide general guidelines about FNPS policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including FNPS’s policy of voluntary at-will employment. The policies and guidelines in this Handbook are not intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by FNPS at any time, without advance notice.

The personnel policies of FNPS are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director.

FNPS will provide each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all FNPS employees. Further, FNPS expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of FNPS’s Board of Directors, committees, membership, staff, and the general public.

FNPS reserves the right to alter, amend, or change any Handbook policy at any time and for any reason.

III. EQUAL EMPLOYMENT OPPORTUNITY

FNPS shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of FNPS will not discriminate against any employee or applicant in a manner that violates the law.

FNPS is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation,

disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. FNPS's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

FNPS will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of FNPS may have violated this policy should report the possible violation to the Executive Director.

If FNPS determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, FNPS will inform the employee who made the complaint of the results of the investigation.

FNPS is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at FNPS for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on FNPS. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director.

If you have any questions regarding this policy, please contact the Executive Director.

IV. EMPLOYMENT AT FNPS

Standards of Performance

It is the policy of the FNPS to employ and retain the best-qualified personnel available. FNPS expects each employee to satisfy or exceed the highest standards of performance, levels of cooperative effort, and dedication to the organization's mission. FNPS strives to maintain salaries and benefits comparable to those provided in similar employment in other similar size nonprofit organizations.

Recruitment and Hiring of Employees

1. Recruitment: FNPS is an equal opportunity employer that hires individuals based on qualifications and the candidates demonstrated ability to perform the job.

The Executive Director shall: (1) prepare a formal job description and job announcement; (2) ensure that recruitment sources and methods used will attract a diverse pool of qualified applicants; (3) prepare and fairly distribute employment announcements; (4) review all applications for employment; and (5) interview and screen applicants, as necessary.

When it appears to be in the best interest of the FNPS, job openings may be filled by qualified candidates from within.

All information submitted by applicants for open positions shall be kept on file for a period of three years.

2. Hiring: A written offer of employment will be made to prospective employees. The letter of employment will clearly state all conditions of employment, job description, rate of pay, benefits, starting date, working hours and days of the week, and reporting arrangements. Starting salaries or hourly rates offered will be comparable with those for jobs of similar duties and commensurate with prior work experience as required.

3. New Hire Period: The first 6 months of continuous employment at FNPS are intended to be a learning experience and to give the newly hired employee and FNPS a chance to see if the employment relationship is a good match for each party. The employee will learn her/his job duties and responsibilities and get acquainted with his/her supervisor, fellow employees, and volunteers and familiarize themselves with FNPS in general. We refer to this initial period of employment as the introductory period. Successful completion of the introductory period will be marked by an evaluation by the employee's supervisor. Employment is still considered to be at will before, during and after the introductory period.

4. Job Description: FNPS makes every effort to create and maintain accurate job descriptions for all positions. Each description gives a general overview of the job's function and provides a list of essential duties, responsibilities, and qualifications, physical and mental requirements. Each job description specifies the requirements of each position, establishes hiring criteria, sets standards for performance evaluations, and establishes a basis for making reasonable accommodations for individuals with disabilities.

Job descriptions are reviewed and revised as needed in order to ensure they are an accurate reflection of position responsibilities. However, job descriptions do not necessarily cover every task or duty that might be assigned and additional responsibilities may be assigned as necessary.

Employment of Non-U.S. Citizens

Employees must comply with the Immigration and Nationality Act of 1952 as amended more information may be obtained at the U.S. Department of Labor link [<http://webapps.dol.gov/elaws/elg/aw.htm>]. The applicant must provide proof of identity and eligibility for employment in the United States. An updated Immigration and Naturalization Service Form I-9 must be completed. Document retention satisfying both requirements will be maintained in FNPS employee personnel files.

Performance Evaluations

Performance evaluations assist employees in further development, while providing feedback as to how the employee measures up to expectations. Performance reviews shall be conducted twice annually with each of its exempt and non-exempt employees by the Executive Director and/or immediate supervisor. The meeting will consist of reviewing the employee's job performance, professional development plans, and accomplishments of job duties in the context of employee's performance goals and work plans.

In reference to the Executive Director, the evaluation will be approved by two members of the Executive Committee, preferably the President of FNPS and the Vice President for Administration.

Merit-based pay adjustments may be awarded by FNPS Board of Directors in an effort to recognize superior employee performance. The decision to award an adjustment is dependent upon numerous factors, including information documented in the formal performance evaluation process.

From date of hire, the employee's supervisor will on a continuous basis:

- Communicate standards of performance, which describes acceptable work and conduct.
- Annually prepare and review work plans and performance goals for employee.
- Evaluate the employee's work methods, goals and achievements.
- Discuss and document deficient or commendable performance.
- Formulate steps to improve/maintain performance in relation to the standards.
- Follow-up to determine the effect of corrective action of an employee's performance.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Whenever any written evaluation of job performance has been completed, the supervisor and employee review it

together, and the employee countersigns it to show that a conference has taken place. Employees are given an opportunity to respond in writing to performance evaluations on the evaluation form. Each performance evaluation becomes part of the employee's permanent work record. A copy is provided to the employee.

Review of personnel action

Employees may request a review of a personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. The decision of the Executive Director is final.

V. TYPES OF EMPLOYMENT

FNPS hires full-time, part-time and temporary employees to meet the mission of the organization and to meet mission related program delivery. Regular full-time and part-time employees are hired without a specific limitation on the length of employment. At FNPS all regular employees are offered a contract that specifies the terms of employment. The categories of employment and benefits (vacation, holidays, and expense reimbursement) are discussed for each category.

A. Regular Full-time Employee

An employee working 30 or more hours per week or 130 hours per month.

B. Regular Part-time Employee

An employee working 20 hours per week but less than 30 hours per week.

C. Temporary Employee

A temporary employee does not work on a regular basis, but rather on-call as the workload demands, or is hired for a specific duration of time to perform a certain job function.

D. Exempt and Non-Exempt Status

The U. S. Fair Labor Standards Act (FLSA) [<https://www.dol.gov/whd/flsa/>] establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in federal, state, and local governments. The law considers two main categories of workers: non-exempt and exempt [<https://webapps.dol.gov/elaws/elg/minwage.htm>].

Non-exempt employee's primary job duties do not require them to make independent decisions or directly manage a program. Non-exempt, hourly employees must receive minimum wage, and they receive overtime pay (1.5 times regular rate of pay) for more than 40 hours per week worked. Certain exemptions apply for training and types of employment as noted in the U.S. Department of Labor guidance on exempt for minimum wages and overtime pay. All non-

exempt employees must obtain authorization from the FNPS Executive Director before working overtime.

Exempt employees are salaried and may be required to work more than a 40-hour work week without overtime pay. Generally, exempt employees are salaried professional, administrative, or executive employees whose primary job duties are directly related to management policies, employee management, or general business operations that require discretion and independent judgment. Exempt employees are expected to carry out the necessary functions of their position even if the work requires more than 40 hours per week.

E. Outside Activities

Regular, full-time employees should not engage in other (outside) employment related to the work of FNPS unless permission is obtained in advance from the Executive Director. The determining factors that will be considered for approval of outside employment are the well-being of the organization and the potential for conflicts of interest with FNPS. In the case of the Executive Director, permission must be obtained from the Board of Directors.

If FNPS determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of FNPS, as they are modified from time to time, the employee may be asked to terminate the outside employment if they wish to remain employed with FNPS.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with FNPS.

F. Hours of Work and Attendance

The normal work schedule for regular, full-time employees is Monday through Friday 8:00 am - 5:00 pm, although some after-hours and weekend work will be required (for meetings, events, annual conference, etc.). The normal work schedule for regular, part-time employees will be determined upon hiring and will be within the work schedule for regular, full-time employees. FNPS recognizes the need for flexible scheduling. The Executive Director may approve alternative schedules provided they do not negatively affect the work of other FNPS employees.

G. Inclement Weather and Building Closure

The Executive Director may order the office closed, suspend any and all administrative services, and offsite work during periods of severe inclement weather (such as hurricanes) or if the working conditions are unsuitable. An employee on vacation or sick leave will not be charged a vacation day if the office is closed, if administrative services are suspended, and offsite work is cancelled. Employees accomplishing work at other locations far from danger may continue to do so.

H. Training

FNPS will provide job-related training opportunities for its employees as practical. Training is necessary to ensure the highest standards of performance by all staff. In addition, FNPS will try to accommodate schedules for training.

VI. PERSONNEL RECORDS

A personnel file is maintained for each employee. Each personnel file will contain pertinent records related to hiring, compensation, position classification, benefits, attendance, performance evaluations, disciplinary actions, and termination.

Access to an employee's personnel file is strictly limited to the employee, his/her supervisor and the Executive Director (if not the direct supervisor). The personnel files of the Executive Director may be reviewed by the President or another authorized representative of the Board of Directors. No one else may review the staff member's file without the written permission of the staff member to whom the file belongs. Except as required by law, persons not employed by FNPS will not have access to employee personnel files.

Employees wishing to review their personnel files should contact their supervisor. Files shall reside at the FNPS office or other authorized location, and shall not be removed from that location.

Personnel Files

Personnel files contain some or all the following items:

- Application and resume
- Letters of appointment and acceptance, which includes a job description
- Ongoing performance evaluations
- Any memoranda or documents relating to performance
- Memoranda concerning job changes or transfers
- Letters of commendation or other indications of exceptional performance
- Warning letters and records of all disciplinary actions
- Leave of absence or sabbatical information
- Tax and other forms required by State or Federal law
- Emergency contact information

To ensure that vital information is current, each employee shall promptly notify the Executive Director of any changes in the following:

- Legal name
- Home address
- Home phone number
- Emergency contact
- HIPAA Privacy and Security Mandates

- The Health Insurance Portability and Accountability Act (HIPAA) of 1997 contains specific provisions to protect the privacy of individual protected health information. It is intended to ensure that protected health information is not improperly disclosed. FNPS will ensure that any medical records, medical information or other individually identifiable health related information will be treated in the strictest confidence, with access restricted to authorized personnel only. This includes any information, whether communicated orally, electronically or in paper form.

VII. COMPENSATION

A. Pay Procedures

1. **Payroll Enrollment:** Upon acceptance of an employee agreement, all employees are required to provide documentation for direct deposit (a sign-up form and voided check).
2. **Frequency:** Employees shall complete a time sheet for bi-weekly payment.
3. **Payment and Documentation:** Employees will receive pay by direct deposit. For each pay period, employees will receive a statement of gross earnings, authorized deductions, and net earnings.
4. **Authorized Salary Deductions:** Authorized salary deductions are those required by law such as FICA, Medicare, and federal, state, and local taxes. Deductions required by court order will be deducted.

B. Personnel Activity Reports (Time Sheets)

Regular full-time and part-time employees will maintain a bi-weekly timesheet and record hours associated with FNPS funding sources, chart of accounts, and work activity. Any paid or unpaid leave must also be recorded on the time sheet. The employee will submit the time sheet to the Executive Director for final approval.

C. Overtime Practices

It is the responsibility of the Executive Director to exercise appropriate controls on hours worked by personnel and to assure correct reporting of work hours. It is FNPS's policy to limit work beyond normal work hours to those instances where it is necessary to meet deadlines or to clear up a backlog of work. The Executive Director will attempt to provide employees as much advance notice as possible when employees may be required to work beyond normal work hours.

As defined, exempt employees are salaried employees and are not eligible for overtime pay. Part-time and temporary non-exempt employees are not eligible for overtime, unless they work more than 40 hours in one week. Authorization for overtime compensation must be approved in advance by the Executive Director.

D. Flex Time

The jobs of exempt employees may demand more than 40-hours per workweek. FNPS recognizes that employees may work extra hours (after normal hours or on weekends) due to travel arrangements, project deadlines, or other activities. In consideration of extra work hours beyond a 40-hour week, exempt employees may earn flex time. Prior approval from the Executive Director is required to earn flex time. Flex time is not automatic and will only be granted for extraordinary effort. All flex time is approved by the Executive Director. Upon termination of employment, no compensation will be provided for unused flex time.

The FLSA requires non-exempt employees be paid a premium for overtime hours. As a result, non-exempt employees are not allowed to take flex time off in lieu of overtime.

VIII. BENEFITS

A. Worker's Compensation Insurance

Worker's compensation insurance is provided by FNPS to cover medical expenses and disability claims for employees who suffer on-the-job injuries as determined by Florida State Law. If a worker is injured, loses time from work, or suffers some other disability due to a job-related injury, FNPS will provide through its insurer, medical treatment and disability benefits in accordance with the applicable Worker's Compensation Law. Employees who sustain accidents or injuries on the job should immediately notify the Executive Director. The Executive Director will complete the necessary forms and forward them to FNPS's insurance company for determination of benefit eligibility.

B. Social Security/Medicare/Medicaid

FNPS participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and FNPS contributes at the applicable wage base as established by federal law.

C. Unemployment Assistance

FNPS pays into the State of Florida Reemployment Assistance Program. The benefits available to an individual vary based on criteria used to assign the benefits. The only way to be sure of your eligibility is to submit a claim. For more information on assistance offered by the State of Florida, see: <http://www.stateofflorida.com/articles/florida-unemployment.aspx>

D. Health Insurance Reimbursement

FNPS does not offer health insurance or reimbursement for health insurance paid for by an employee.

IX. LEAVE AND ABSENCES

A. Holiday Leave

An employee shall not be eligible for holidays that occur either before the first day or after the last day of employment. Holiday leave shall be recorded on the timesheet.

Regular, full-time employees are entitled to holiday leave (paid days off) for each of the 10 federally recognized holidays or they may be taken as 10 floating holidays if employees do not wish to observe the federally recognized holidays. Supervisor approval is needed for floating holidays.

Holidays and floating holidays cannot be carried over to the next calendar year. Upon termination of employment, no compensation will be provided for unused deferred holiday time.

For eligibility and accrual of floating holidays, see “B. Vacation Leave.”

B. Paid Time Off

Paid time off days are available for regular, full-time employees as negotiated between the employee and their supervisor. With the exception of up to 5 paid time off days that can be carried over into the next year, paid time off must be taken during the calendar year in which it is awarded. Paid time off is awarded on January 1 of each calendar year. The number of paid time off days for regular, full-time, and part-time employees shall be determined by the Executive Director.

Paid time off is awarded in total at the beginning of each calendar year. Employees will not be eligible for paid time off days during their first 6 month introductory period but will be eligible for the federal holidays during that period or eligible to use floating holidays in place of holidays that occur during the new hire period. If the employee is hired within the first 6 months of the year, they will be awarded full vacation time for the year after successfully completing their 6 month introductory period. Employees hired on or after July 1st, will not be eligible for paid time off days until the successful completion of their 6 month introductory period.

To request more than 3 days of approved paid time off, employees must submit a completed Leave Request Form from the Executive Director. Paid time off may be used as accumulated. The Leave Request Form is included in Attachment A and is made available in the office for leave requests.

The Executive Director will make every effort to allow employees to take paid time off as requested. Requests for paid time off of at least five consecutive workdays should be made 30 days in advance. If a change in circumstances compels a change of plans, reasonable notice should be provided to the Executive Director.

Paid time off days and floating holidays may not be taken during major FNPS events such as the Annual Conference, the Annual Retreat, Florida Native Plant Month (October), or during scheduled in-person meetings of the Board of Directors and Council of Chapters.

Paid Time off is not accrued during leaves of absence for medical or family leaves, and an employee may not add personal time to medical leave to extend the absent period. Paid time off benefits will resume with a return to active employment. Holidays that fall during personal time are counted as a paid holiday.

Personal/paid time off days have no value upon separation of employment. Upon separation of employment, the last 10 days cannot be vacation days.

Temporary employees are not eligible to receive paid time off benefits

C. Leave of Absence

Employees must be granted leave with pay for jury duty, military commitment, court appearance pursuant to subpoena, or as otherwise required by law. Employees are entitled to this type of administrative leave beginning on the date of hire. When known in advance, employees must notify the Executive Director in a timely manner of the need for leave.

A leave of absence may be granted to an employee that may need an extended leave time, generally 30 days or more. The duration of each leave of absence and the terms of the leave of absence (e.g., use of paid vacation, floating holidays and availability of any benefits) shall be at the discretion of the Executive Director. Requests for a leave of absence (or any extension of leave) must be submitted in writing to the Executive Director 30 days prior to commencement of the leave or the extension. Upon returning from a leave of absence, all benefits earned prior to the leave of absence shall remain in effect.

A leave of absence due to illness may be granted to an employee whose illness or disability continues beyond the employee's eligible paid time off and floating holidays. Upon requesting a leave of absence, the employee must submit a written statement from their personal physician specifying the estimated date the employee can return to work. Additional written statement/s from the physician will be required for subsequent extensions of illness.

FNPS complies with the Family and Medical Leave Act of 1993, granting family leave and temporary medical leave under certain circumstances. The following U.S. Department of Labor website contains all the information regarding an employee's rights pertaining to this law [<http://www.dol.gov/whd/regs/statutes/fmla.htm>].

If an employee is unable to report for work because of arrest or incarceration, the employee will be placed on unpaid leave of absence. If the employee is unable to secure bail, the leave of absence shall continue until final disposition of the charges. If the employee is freed on bail, resumption of active employment pending disposition of the charges will be decided by the Executive Director and should be consistent with the safe and efficient operation of FNPS operations.

Employees on an authorized leave of absence may not perform work for any other employer, including self-employment, unless approved by the Executive Director or FNPS Board of Directors.

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

C. Abandonment

If a full-time employee takes unauthorized leave for three consecutive days, it is assumed that they have voluntarily abandoned their position with FNPS, and their employment may be terminated.

X. POLICY AGAINST WORKPLACE HARASSMENT

FNPS is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

FNPS's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, FNPS has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events.

FNPS's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy.

Prohibition of Sexual Harassment

FNPS's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such

conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances - whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against FNPS policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Prohibition of Other Types of Discriminatory Harassment

It is also against FNPS's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an

individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in FNPS's premises such as on an employee's desk or workspace or on FNPS's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against FNPS's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

Reporting of Harassment – Complaint Process

If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee, member, or volunteer of FNPS, you should report the incident immediately to your supervisor, the Executive Director, or the FNPS President of the Board of Directors. Possible harassment by others with whom FNPS has a business relationship, including customers and vendors, should also be reported as soon as possible so that appropriate action can be taken.

If the employee's direct supervisor is in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the conduct directly to the Executive Director. Finally, if the employee's direct supervisor and the Executive Director are involved in the alleged inappropriate conduct or are unavailable, contact the President of the Board of Directors.

FNPS will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. FNPS's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If FNPS determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, FNPS will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director

XI. WHISTLEBLOWER PROTECTION POLICY

Purpose of Policy

The FNPS is committed to lawful and ethical behavior in all of its activities and requires its employees, officers, contractors and volunteers to observe high standards of business and personal ethics and act with honesty and integrity when conducting their duties and responsibilities. The purpose of this Policy is to require disclosure of all illegal or unethical conduct in connection with FNPS finances or other aspects of its operations, and to describe the methods for such disclosure.

Required Reporting

A. What to Report

All FNPS employees, officers, contractors and volunteers must promptly report any of the following which they become aware or have reason to believe may exist:

1. Violations of any applicable federal, state or local law or regulation, including but not limited to discrimination and harassment as defined by Title VII of the Civil Rights Act of 1964;
2. Violations of any material policy of FNPS, including but not limited to those related to personnel practices, conflicts of interest, governance, internal controls and financial management, and confidentiality.
3. Any questionable or improper matters regarding bookkeeping, accounting, internal accounting controls, or auditing matters;
4. Embezzlement, private benefit, or misappropriation of funds by any FNPS employee, director, volunteer or contractor;
5. Inappropriate handling or resolution of any complaint or matter previously reported under this Policy.

An activity is subject to reporting under this Policy regardless of whether such activity is within the scope of the individual's official duties on behalf of FNPS.

B. How to Report

Reports under this Policy must be made in writing to either the FNPS Board President or Executive Director. Additionally, if the circumstances warrant, reports may be made directly to any of the FNPS Directors. Reports may be made in a way that identifies the reporter or anonymously, at the discretion of the reporting individual.

C. Handling of Reports

Reports under this Policy will be taken seriously and investigated promptly. FNPS will maintain the confidentiality of reports to the extent feasible when investigating complaints. Appropriate corrective action, up to and including termination of employment, will be taken if warranted by the investigation into the reported conduct or for violations of this Policy.

Retaliation Prohibited

This Whistleblower Policy is intended to encourage and enable officers, directors, employees, volunteers, and contractors to raise serious concerns within the organization for investigation and appropriate action. With this goal in mind, no officer, director, employee, or contractor who, in good faith, reports a concern shall be threatened, discriminated against, harassed or otherwise subjected to retaliation or, in the case of an employee, adverse employment consequences as a result of such a report.

No individual subject to this policy may take any action that is retaliatory or harmful to another individual subject to this policy, discharge, demote, suspend, threaten, harass or in any manner discriminate against them in the terms and conditions of their employment or service to FNPS because of any lawful act performed by an individual in service of this policy:

1. to report any matter that the individual reasonably believes must be reported under this Policy;
2. to participate in an investigation by a regulatory authority, law enforcement agency, member or committee of Congress, or any person with supervisory authority over the individual or who has the authority to investigate reports under this Policy;
3. to report truthful information relating to any state or federal offense to a law enforcement officer;
4. to provide information, cause information to be provided, or otherwise assist in an investigation regarding any conduct which the individual reasonably believes constitutes a violation of applicable law or fraud, when the investigation is brought by a governmental, regulatory, or law enforcement agency, a member or committee of Congress, a person with supervisory authority over the individual, or such other person working for FNPS who has the authority to investigate, discover, or terminate improper conduct.

Any individual subject to this policy who has reason to believe that they have been subject to retaliation for making a report or participating in an investigation under this Policy must immediately report in writing such alleged retaliation in accordance with sections A and B of this Policy. Any employee who retaliates against another employee for making a report or

participating in an investigation under this Policy will be subject to disciplinary action, up to and including termination of employment.

Acting in Good Faith

A person making a report under this Policy must be acting in good faith and have reasonable grounds for believing that the matter raised is a serious violation of law or policy or an improper accounting or auditing practice. The act of making allegations maliciously, recklessly, with gross negligence, or with the foreknowledge that the allegations are false or unsubstantiated, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the organization.

XII. SOLICITATION

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on FNPS property or at any FNPS events during work time, especially those of a partisan or political nature. “Work time” includes time spent in actual performance of job duties. Volunteers may not solicit or distribute to working employees. Persons who are not employed by FNPS may not solicit or distribute literature on FNPS’s premises or at any FNPS unless approved in advance by FNPS.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials not related to FNPS business at any time for any purpose without the prior approval of the Executive Director or their designee.

XIII. EMPLOYEE CONDUCT AND WORKING CONDITIONS

A. On-the-Job Injuries

Employees who sustain accidents or injuries on the job should immediately notify the Executive Director. The Executive Director will complete the necessary forms and forward them to FNPS’s worker’s compensation insurance company for determination of benefit eligibility.

B. Drug-Free Workplace

FNPS is a drug-free workplace as required in the Drug-Free Workplace Act of 1988 [<http://webapps.dol.gov/elaws/asp/drugfree/screen4.htm>]. The use of controlled substances or being under the influence of illegal and/or controlled substances while working at FNPS is inconsistent with the behavior expected of employees. A list of controlled substances can be found in Schedules I through V of [Section 202](#) of the Controlled Substances Act (21 U.S.C. 812) and as further defined in [Regulation 21 CFR 1308.11 – 1308.15](#).

The unlawful manufacture, distribution, dispensation, sale, or use of an illegal and/or controlled substance in the workplace, or while engaged in FNPS business or activities off FNPS premises

are strictly prohibited. Any illegal substances confiscated from an employee may be turned over to the appropriate law enforcement authorities. FNPS strongly encourages employees who experience a drug or alcohol abuse problem to immediately obtain counseling. In appropriate circumstances and with prior approval from the Executive Director, paid vacation or floating holidays may be taken to accommodate treatment and/or attendance at rehabilitation programs.

As a condition of employment, all employees are obligated to the following:

- Comply with this Drug-Free Workplace policy
- Notify FNPS of any criminal drug statute conviction for a violation occurring in the workplace, including pleas of nolo contendere, within five days of such conviction or plea
- Review and sign the FNPS Drug-Free Workplace policy form (Attachment A)
- Submit to drug testing if requested

Additionally, any employee who violates any aspect of this policy will be subject to disciplinary action, up to and including termination.

C. Background Checks

FNPS expects you to conduct their personal affairs in a responsible manner and avoid circumstances that may lead to arrests and/or convictions of any type of crime. Crimes involving dishonest acts or acts of physical violence, including domestic abuse, will be grounds for immediate termination. At the option of the Executive Director, background checks may be conducted at any time during employment.

D. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) of 1990 including changes made to the ADA Amendments Act of 2008 [<https://www.dol.gov/general/topic/disability/ada>] is a federal civil rights law that prohibits discrimination against individuals with disabilities. The ADA also prohibits discrimination because of an individual's relationship or association with a disabled person.

It is FNPS's policy to provide equal employment opportunity to all employees and applicants, including individuals with disabilities. We are committed to making reasonable accommodations available to individuals with disabilities who seek employment and will, upon request, afford qualified employees with disabilities reasonable accommodation to perform the essential functions of their job, except in circumstances where it creates an undue hardship to FNPS or creates a safety risk to others. Once the reasonable accommodation is defined and implemented, an employee shall be expected to perform the essential functions of their job to the same or similar job standards as established for non-disabled employees.

XIV. EMPLOYEE TERMINATION - VOLUNTARY AND INVOLUNTARY

A. General

Termination of an employee's relationship with FNPS can either be voluntary or involuntary. Resignation is a voluntary separation initiated by the employee. Involuntary terminations initiated by FNPS are lay-offs or non-cause and termination for cause. FNPS retains the right to terminate the employment relationship without notice for cause and with a two-week notice for non-cause. Expected, long-term reductions in program funding levels may necessitate reductions in staffing levels. An employee who resigns or is terminated may be asked to participate in an exit interview, and a record of an exit interview will be placed in the employee's personnel folder. Before departure, all employees must surrender all credit cards, keys, online account logins, files and any other FNPS property in the employee's possession.

The following overview highlights some common reasons for termination of employment, as well as key differences between voluntary and involuntary terminations.

B. Voluntary Resignation

Prior to resigning, employees are encouraged to discuss their reasons for wanting to resign with the Executive Director. If changes in the employee's terms of employment are desired and are possible, the Executive Director may offer a solution for both parties. FNPS requests a two-week notice prior to resignation.

C. Involuntary Termination

Regretfully, circumstances may warrant the termination of an employee for non-cause and cause.

Reasons for Involuntary Termination

- Layoff/Reduction-in-force
- More cost-effective alternatives
- Close of organization
- Involuntary termination for:
 - Poor performance and or failure to perform assigned duties;
 - Tardiness/absenteeism;
 - Failure to abide by FNPS policy;
 - Failure to abide by an employee contract;
 - Falsifying or withholding information on your employment application that did or would have affected FNPS's decision to hire you (this conduct will result in your immediate termination);
 - Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;
 - Failure to complete required time records or falsification of such time records;

- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
- Fighting, arguing or attempting to injure another;
- Destroying or willfully damaging the personal property of another, including FNPS's property;
- Breach of confidentiality;
- Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of FNPS or its customers or vendors;
- Using FNPS property or services for personal gain or taking, removing or disposing of FNPS material, supplies or equipment without proper authority;
- Dishonesty;
- Theft;
- The possession, use, sale or being under the influence of illegal substances during working hours;
- Engaging in discriminatory or abusive behavior, including sexual harassment. At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.
- Death of employee.

XV. DISCIPLINARY ACTIONS

A. General

Disciplinary actions in this section of the personnel policy are steps to improve employee performance or if not followed and no improvement is demonstrated, termination may result. The Executive Director will supervise disciplinary action steps 1-3 and confer with representatives of the FNPS Executive Committee prior to steps 4-7.

B. Steps in the Disciplinary Action Process

1. **Counseling:** For a first offense and a minor infraction, an oral discussion or “counseling” will take place. The supervisor will inform the employee of the infraction and clearly advise the employee of the conduct expected by FNPS. The employee may be warned that future infractions could result in verbal warnings and/or written warnings.
2. **First Written Warning(s)/Reprimand:** The second or next step is a written warning or reprimand. The written warning or reprimand document will clearly state the infraction and clearly state the consequences for a repeat offense in addition to clearly stating the steps and timelines for improvement or restitution. The employee will acknowledge receipt of the written warning or reprimand in writing and the written warning or reprimand will be placed in the employee's personnel file where it will

remain for as long as FNPS is required to maintain the personnel file. The employee may dispute the offense by providing a written response to be retained in their personnel folder.

3. **Second Written Warning(s):** The Executive Director may wish to include a second written warning as part of its progressive program, or he/she may move directly from the first written warning to suspension.
4. **Suspension:** Another possible course of action would be a suspension without pay. The length of the suspension may vary from a day or two to a week or more, depending upon the seriousness of the infraction. The action will be thoroughly documented in writing, clearly state the infraction and clearly state the consequences for a repeat offense in addition to clearly stating the steps and timelines for improvement or restitution. If the steps and timelines outlined in the written suspension document are not met, the employee will be dismissed. The employee will acknowledge the suspension in writing the document will be placed in the employee's personnel file where it will remain for as long as FNPS is required to maintain the personnel file. The Executive Director will bring the suspension to the attention of the Board of Directors. The Executive Director may use progressively longer suspensions. However, generally if an employee has reached the level of a suspension, discharge may be the next most appropriate step.
5. **Termination:** The decision to terminate an employee should be one made as a result of consultation by the Executive Director with the Executive Committee.

XVI. REIMBURSEMENT OF EXPENSES

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Mileage or transportation, parking fees, and meal costs when required to attend a luncheon or banquet, are all illustrative of reasonable and necessary expenses.

Employees serving in an official capacity for FNPS at conferences and meetings are reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the Executive Director, employees are reimbursed for travel expenses, course fees, and costs of meals and lodging at the current rates. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or FNPS's current and anticipated work. Expenses for these purposes can be paid by FNPS, if funds are available, and the employee obtains prior written approval for such expenses.

Transportation costs are paid by FNPS for work outside normal work hours if the employee is on official business for FNPS. Employees authorized to use their personal cars for FNPS business are reimbursed at the U.S. Internal Revenue Service approved rate.

Forms are provided to request reimbursement for actual expenses and advance payment for travel. Receipts must be provided for all expenditures made in order to claim reimbursement.

XVII. RETURN OF PROPERTY

Employees are responsible for FNPS equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Telephone cards,
- Credit cards,
- Identification badges,
- Office/building keys,
- Office/building security passes,
- Computers, hard drives, thumb drive, computer discs, electronic/voice mail codes,
- Intellectual property (e.g., written materials, work products).

In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all FNPS property that is in their possession or control. Where permitted by applicable law(s), FNPS may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. FNPS also may take any action deemed appropriate to recover or protect its property.

XVIII. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Any information that an employee learns about FNPS, or its members, donors, or partners as a result of working for FNPS that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by FNPS or to other persons employed by FNPS who do not need to know such information to assist in rendering services.

The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of FNPS. The disclosure, distribution, electronic transmission or copying of FNPS's confidential information is prohibited. Such information includes, but is not limited to the following examples:

- Compensation data.

- Program and financial information, including information related to donors, and pending projects and proposals.

Employees are required to sign a non-disclosure agreement, included in Attachment B of this Handbook as a condition of employment. Any employee who discloses confidential FNPS information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

IXX. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of FNPS's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, the FNPS website, Virtual Office platforms and cloud computing services, FNPS social media accounts, and FNPS's telephone, voice mail and electronic mail systems.

FNPS has provided these systems to support its mission. Although limited personal use of FNPS's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, FNPS's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in FNPS's computer and communication systems (including documents, electronic files, websites, Customer Relationship Management (CRM) database, social media accounts, passwords, e-mail and recorded voice mail messages) are the property of FNPS. FNPS may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in FNPS's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to FNPS. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

FNPS's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly,

FNPS's systems must not be used to solicit or proselytize for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to FNPS's host computer system, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information.

The following activities, which present security risks, should be avoided:

- Attempts should not be made to bypass, or render ineffective, security facilities provided by the company.
- Passwords should not be shared between users. If written down, password should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to computer support or the Executive Director.
- Additions to or modifications of the standard software configuration provided on FNPS's PCs should never be attempted by individual users (e.g., autoexec.bat and config.sys files). Requests for such changes should be directed to communications support or the Executive Director.
- Individual users should never load personal software (including outside email services) to company computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to computer support or the Executive Director.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the company onto company computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should be directed to communications support or management. Downloading or copying documents from outside the company may be performed not to present a security risk.
- FNPS's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- Computer games should not be loaded on FNPS's PCs.
- Unlicensed software should not be loaded or executed on FNPS's PCs.

E-Mail and Internet Access

The primary purpose of all property and equipment is to facilitate the operations of FNPS. Internet and email is provided for business purposes. Email or internet material related to sex, race and other protected categories can create a hostile environment. FNPS prohibits the access, printing and distribution of sexual or racial materials or other offensive materials via email or the internet while at work, on business travel or using the organization's computer resources. The FNPS Executive Committee has the right to monitor employee electronic (email and internet) usage as it deems necessary.

Should you have any questions about any of the above policy guidelines, please contact the Executive Director.

Political Campaigning

Nonprofit organizations may not engage in political campaigning, as a provision of its tax-exempt status. FNPS paid employees are prohibited from participating in partisan political activities while at work and/or on paid work time. Employees may not use FNPS facilities, equipment, personnel, or other organization resources to provide support to or oppose a candidate or campaign. This includes: FNPS letterhead and email accounts, logos, photocopiers and telephones, distribution lists, mailing lists, mailing equipment, computers, etc. Employees should not support or oppose candidates at FNPS events or events affiliated with FNPS.

A non-exhaustive list of prohibited activities includes:

- inviting a political candidate to make a campaign speech at an event hosted by the organization
- using FNPS funds to publish materials that support (or oppose) a candidate
- donating money from FNPS to a political candidate
- any statements by FNPS employees, in his or her official capacity, that support or oppose a candidate
- criticizing or supporting a candidate on the organization's website
- using the organization's website to link to only one candidate's profile.

Employees may engage in non-partisan activities such as non-partisan voter registration drives, non-partisan candidate debates, and non-partisan voter education, as long as these activities fulfill FNPS exempt purposes and advance FNPS core mission. Similarly, FNPS employees may engage in legislative advocacy and issue-related advocacy, as long as it is mission-related and steers clear of political campaigning.

Employees are free to engage in partisan political activity in their individual capacity, outside of work and work time. However, employees should not identify themselves as a representative of FNPS when doing so. Employees may identify FNPS as their employer at a political event but should not identify his or herself as a FNPS spokesperson. Employees may engage in partisan

political activity while on paid time off.

ATTACHMENT A - EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the FNPS Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with FNPS that provides otherwise, that FNPS has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. By signing below, I am attesting that I have read and understand the policies of the FNPS contained within this Employee Handbook and I agree to abide by these policies.

Signature _____

Print Name _____

Date _____

ATTACHMENT B - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Any information that an employee learns about FNPS, or its members, donors, vendors, contractors, or partners as a result of working for FNPS that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by FNPS or to other persons employed by FNPS who do not need to know such information to assist in rendering services.

Confidential Information includes:

- a. all information concerning the FNPS's business plans, strategies, information related to marketing, sales, and product development, technologies, processes, and finances;
- b. All information concerning the FNPS website or plans for a future website, including designs, specifications, source code, object code, images, icons, and other visual elements;
- c. all information concerning the plans and ideas regarding how the FNPS may utilize Employee's technologies, services, or products;
- d. all information regarding the FNPS's inventions, ideas, teaching methods, discoveries, trade secrets, unpublished patent applications, and other confidential intellectual property;
- e. any other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the FNPS's organization.
- f. Any information that if disclosed, whether true or untrue, could harm the goodwill or reputation of the FNPS or the FNPS's management, board of directors, affiliates, suppliers, customers, employees, third-party contractors, methods of operation, products, or services; or
- g. Any other information of any of whatever kind and nature that the FNPS desires to maintain confidential.

WORKS MADE FOR HIRE. The Employee understands and agrees that Confidential Information developed by the Employee within the scope of employment shall be subject to the terms and conditions of this Agreement as if the FNPS had furnished the Confidential Information to the Employee, and shall be considered "works made for hire" and the property of the FNPS.

IMMEDIATE NOTIFICATION AND COOPERATION. The Employee shall immediately notify the FNPS of any unauthorized disclosure or use of Confidential Information or other breaches of this Agreement by the Employee. Additionally, the Employee will cooperate in good faith with the FNPS in taking such actions as may be requested by the FNPS to prevent any further unauthorized release, disclosure, or use, and to mitigate any damages caused by it.

REMEDIES. The Employee acknowledges that use or disclosure of any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, the FNPS shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. The FNPS shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by the FNPS under this Section, the FNPS shall be entitled to recover its attorney's fees and costs from Employee.

NOTICES. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the Party to be notified at the below address or by facsimile at the below facsimile number or in the case of either Party, to such other party, address or facsimile number as such Party may designate upon reasonable notice to the other Party.

TERMINATION. This Agreement will terminate on the earlier of: (a) the written agreement of the Parties to terminate this Agreement; or (b) two years from the date when employment with FNPS is terminated.

JURISDICTION. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to the principles of conflict of laws. Any dispute arising from this Agreement shall be resolved in the courts of the State of Florida through binding arbitration.

NO OFFER OR SALE. Nothing in this Agreement will be deemed a sale or offer for sale of Confidential Information nor obligate the FNPS to grant the Employee a license or any rights, by statute, common law theory of estoppel or otherwise, to Confidential Information.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter hereof.

MISCELLANEOUS. No joint venture, partnership or agency relationship exists between the Employee, the FNPS or any third-party as a result of this Agreement. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither Party will be charged with

any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the Party and any such waiver will be limited to the terms of such writing.

The disclosure, distribution, electronic transmission or copying of FNPS's confidential information is prohibited. Any employee who discloses confidential FNPS information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature: _____

Print Name: _____

Date: _____

ATTACHMENT C - DIRECT DEPOSIT FORM

Authorization for Direct Deposit

I authorize the FNPS to deposit my pay automatically to the account(s) indicated below and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford the FNPS a reasonable opportunity to act on it.

Name on bank account: _____
Bank account number: _____
Checking _____ Savings _____ Bank routing number: ____
Amount: \$ _____ or entire paycheck: ____

***Balance of pay to:**
_____ Manual (paper check)
_____ Account described below

***Note:** Split payments are not available for contractors.

Name on bank account: _____
Bank account number: _____
Checking _____ Savings _____ Bank routing number: ____

Important: Please attach a voided check for each bank account to which funds should be deposited.

Employee/Contractor signature: _____
Date: _____

Payers: Do not send this form with your Direct Deposit enrollment. Keep for your records.

ATTACHMENT D – EMPLOYEE LEAVE REQUEST FORM

Employee Leave Request Form

Employee Name _____ Date _____
Department _____ Supervisor Name _____

REASON FOR LEAVE

- Vacation
- Civil Leave /Jury Duty
- Military
- Sick - Self
- Sick - Family
- Sick – Dr. Appointment
- Worker's Comp
- Family and Medical For _____
- Leave of Absence
- Funeral – Relationship: _____
- Other _____

LEAVE REQUESTED

From _____ Time _____ a.m/p.m Total Number of Hours Requested _____
To _____ Time _____ a.m/p.m Total Number of Days Requested _____
Other _____

Employee Signature _____ Date _____

SUPERVISOR USE ONLY

Comments: _____

Approved By:
Supervisor Signature _____ Date _____