



KINDERING

Embracing children of diverse abilities
and their families

EMPLOYEE HANDBOOK 2024

TABLE OF CONTENTS

1	Introduction	6
1.1	Mission Statement	6
1.2	About Kindering	6
1.3	Welcome	6
1.4	Purpose of Employee Handbook	7
1.5	Human Resources.....	7
1.6	Employment At-Will.....	7
2	Commitment to Diversity.....	8
2.1	Equal Employment Opportunity.....	8
2.2	Cultural Diversity.....	9
2.3	Sexual and Other Unlawful Harassment.....	9
2.4	Disability Accommodation.....	12
2.5	Religious Accommodations	13
2.6	Vaccination Religious & Medical Exemption.....	14
2.7	Pregnancy and Lactation Accommodation.....	14
2.8	Safety Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking	15
3	Joining Kindering.....	17
3.1	Background Checks	17
3.2	Employment Eligibility and Work Authorization.....	17
3.3	New Employee Orientation	17
3.4	Orientation Period.....	18
4	Employment Practices.....	18
4.1	Employee Classifications	18
4.2	Employee Personnel Files	19
4.3	Open Door Policy	19
4.4	Performance Reviews	20
4.5	Romantic and Family Relationships at Work	20
4.6	Job Opportunities, Transfers, and Promotions	21
4.7	Employee Wage Discussion.....	21

5	Workplace Conduct.....	21
5.1	Standards of Conduct.....	21
5.2	Whistleblower Protection Policy.....	22
5.3	Attendance.....	23
5.4	Confidential and Proprietary Information.....	24
5.5	Conflicts of Interest.....	25
5.6	Use of Equipment and Resources.....	26
5.7	Moonlighting and Outside Employment.....	27
5.8	Personal Appearance.....	29
5.9	Social Media.....	30
5.10	Work Arrangements – In-Office, Off-Site, and Hybrid.....	32
6	Pay Practices.....	33
6.1	Payment of Wages.....	33
6.2	Rest Breaks and Meal Breaks.....	33
6.3	Time and Attendance Records.....	34
6.4	Overtime.....	34
6.5	Business Travel and Reimbursement.....	34
6.6	Compensation Reviews.....	35
6.7	Bilingual Stipend.....	36
7	Employee Benefits.....	37
7.1	Benefits Overview.....	37
7.2	Employee Assistance Program.....	37
7.3	Medical, Dental, and Vision Insurance.....	37
7.4	Same-Sex Marriages, Civil Unions and Domestic Partnerships.....	38
7.5	Life Insurance and Accidental Death and Dismemberment Insurance.....	38
7.6	Long-Term Disability.....	38
7.7	Social Security Benefits.....	38
7.8	Tuition and Training Reimbursement.....	38
7.9	Licensing or Certifications.....	39
8	Time Off and Leaves of Absence.....	40
8.1	Holidays.....	40
8.2	Elective Time Off (ETO) and Unpaid Time Off (UTO).....	40
8.3	Paid Time Off (PTO).....	41

8.4	Paid Sick and Safe Leave (PSSLL)	44
8.5	Wellness Day	47
8.6	Unpaid Personal Leave of Absence	47
8.7	Military Leave	48
8.8	Family Military Leave	50
8.9	Pregnancy Disability Leave	50
8.10	Family and Medical Leave (FMLA)	51
8.11	Paid Family Medical Leave Act (PFML) - Washington	54
8.12	Family Care Leave – Washington	56
8.13	Domestic Violence, Sexual Assault or Stalking Leave	57
8.14	Bereavement Leave	58
8.15	Jury and Witness Duty Leave	58
8.16	Time Off to Vote	59
9	Safety and Security	59
9.1	Staff Mandated Reporting of Abuse/Neglect	59
9.2	Workplace Violence	60
9.3	Weapons in the Workplace	61
9.4	Workplace Bullying	62
9.5	Alcohol and Drug-Free Workplace	62
9.6	Drug and Alcohol Testing	64
9.7	Tobacco-Free Workplace	64
9.8	Cell Phone Use/Texting While Driving	65
9.9	Driving for Kindering Business	65
9.10	CPR and First Aid Training	66
9.11	Immunizations	66
9.12	Inclement Weather/Office Closing	67
9.13	Solicitation	69
9.14	Right to Search	70
9.15	Video or Audio Recording by Clients	70
9.16	Visitors in the Workplace	71
9.17	BYOD and Telecommute	71
9.18	Network Use and Remote Access	77
10	Leaving Kindering	79

10.1 Separation of Employment.....	79
10.2 References/Verifications of Employment.....	80
10.3 Exit Interviews	80
10.4 Return of Kindering Property	81
Employee Handbook Acknowledgement and Receipt.....	82

1 Introduction

1.1 Mission Statement

Kindering embraces children of diverse abilities and their families by providing the finest education and therapies to nurture hope, courage, and the skills to soar.

1.2 About Kindering

Founded in 1962 by five mothers of children with disabilities, Kindering is now the most comprehensive neurodevelopmental center in the Northwest and is recognized for its leadership in bringing early support research to practice. Kindering's programs narrow the development gap for children by 1) identifying children with delays and risk factors; 2) providing needed therapies; and 3) supporting families and caregivers. Although best known for early support services for infants and toddlers with developmental disabilities, Kindering serves families that speak about 60 different languages and provides a robust umbrella of services for children including support for children with disabilities or delays, immigrant and refugee families, children in foster and kinship care, and families experiencing housing instability. Moreover, we customize support for siblings, fathers, and childcare providers of children with special needs. In 2022, Kindering reached 10,000 children and their families through developmental assessments; physical, speech, feeding, and mental health therapies; special education; toddler preschool; childcare consultation; home visiting; foster/kinship care interventions and program replication; family counseling; and parent education. Kindering's programs engage children and families in King and Snohomish Counties with an even broader reach in program consultation, family support, and provider training.

1.3 Welcome

Welcome to Kindering!

If you are a new employee to Kindering, we welcome you to our team. If you have been an employee with us for some time, our goal is that you continue to feel satisfied with working at Kindering.

One of Kindering's keys to success is hiring great employees! You have been hired because you have the knowledge, skills, and abilities to help Kindering succeed and grow. We expect employees to perform their job responsibilities to the best of their abilities.

It is our employees who provide the great services that our clients rely upon that enables Kindering to grow and create new opportunities for years to come and provides our employees with a sense of pride and accomplishment. The management team's goal is to provide employees with the support and the resources they need to be

successful. If, at any time, you need guidance or assistance, you should contact your manager or any member of the management team, and/or the Human Resources team.

Once again, we are happy you are a Kindering team member!

1.4 Purpose of Employee Handbook

This Employee Handbook (together with any state supplements) sometimes referred to as the “Handbook”) contains information about the employment policies and practices of Kindering. These policies reflect Kindering’s values, and we expect each employee to read this Handbook carefully as it is a valuable reference for understanding your job and Kindering.

This Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, Kindering reserves the right to revise, delete, and add to the provisions of this Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Handbook.

Not all Kindering’s policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Handbook or any other policy or procedure, please ask Human Resources.

1.5 Human Resources

Kindering’s Human Resources support consists of internal Human Resources professionals as well as an outsourced Human Resources team through Asure Consulting. Employees are supported by our internal Human Resources team which covers recruitment and selection, workplace safety, employee relations, compensation and benefits, compliance with employment laws, and employee training and development. Communication happens directly with Kindering team members as well as through Paycom’s AskHere. In addition, Asure Consulting is responsible for employee leave and ADA management, compliance, employee investigations, etc.; they are available to meet with employees to address Human Resources questions and/or discuss HR situations as needed. You can contact an Asure Human Resources representative at (425) 576-1900 or AsureHRConsulting@asuresoftware.com.

1.6 Employment At-Will

Employment with Kindering is at-will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by Kindering. Nothing in this Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and

Kindering regarding the fact that employment with Kindering is at-will. No manager has any authority to enter into a contract of employment - express or implied - that changes the fact that employment with Kindering is at-will. **Only the CEO of Kindering or their authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the CEO of Kindering or their authorized representative.**

2 Commitment to Diversity

2.1 Equal Employment Opportunity

Kindering is committed to equal employment opportunity and complies with all federal antidiscrimination laws. We also comply with Washington law which prohibits discrimination and harassment against employees or applicants seeking employment based on race (including traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles (e.g., afros, braids, locks and twists), creed, color, religion, sex, marital status, sexual orientation (including gender identity and expression), pregnancy (including a woman's potential to get pregnant, pregnancy-related conditions and childbearing), age (40 and over), national origin or ancestry, political ideology, physical, mental or sensory disability (including the use of a trained dog guide or service animal), military status or status as an honorably discharged veteran, HIV/AIDS or hepatitis C status, status as an actual or perceived victim of domestic violence, sexual assault or stalking, and genetic information. Kindering will not tolerate discrimination or harassment based upon these characteristics or any other characteristics protected by applicable federal, state, or local law.

Kindering also prohibits unlawful discrimination on the basis of citizenship or immigration status.

Complaint Procedure

Any employee who believes they have been harassed, discriminated against or subject to retaliation by a co-worker, manager, client, vendor, or customer of Kindering in violation of this policy, or who is aware of such harassment, discrimination or retaliation against others, should immediately contact Human Resources.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by Kindering for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement organization. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Employees should report any retaliation prohibited by this policy to their manager, any manager, or Human Resources. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

2.2 Cultural Diversity

Kindering is committed to fostering, cultivating, and preserving a culture of diversity and inclusion. Our talented and committed employees are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent our employees invest in their work represents a significant part of our culture, reputation, and achievement.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

All Kindering employees have a responsibility to treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other agency-sponsored and participative events. All employees are required to attend and complete annual cultural competency training to enhance their knowledge to fulfill this responsibility.

Employees who believe they have been subjected to any kind of discrimination or harassment that conflicts with the Kindering's Cultural Diversity policy should contact their manager or a Human Resource representative. See the "Sexual and Unlawful Harassment" policy for details on the complaint procedure.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to including termination.

2.3 Sexual and Other Unlawful Harassment

Kindering is committed to providing a work environment that is free of illicit harassment. As a result, Kindering maintains a strict policy prohibiting sexual harassment and

harassment against applicants and employees based on any legally protected characteristic.

This policy also protects employees from prohibited harassment by third parties, such as customers, volunteers, vendors, clients, visitors, interns, donors, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by Kindering, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), Kindering-sponsored events, or Kindering owned/controlled property.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling, or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets, or other social media postings.
- Physical conduct: touching, assault, or impeding or blocking normal movements.

- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments, or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages, or gestures, based on an individual's protected status; and
- Physical conduct including assault, unwanted touching, or blocking normal movement because of an individual's protected status.

Complaint Procedure

Any applicant or employee who believes they have been subjected to prohibited harassment or retaliation, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with Kinderling, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to any member of management or to Human Resources. Employees are not required to report any prohibited conduct to a manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any manager who receives a complaint of harassment or retaliation must immediately report the allegation to Human Resources.

After a report is received, a thorough and objective investigation will be undertaken. Confidentiality will be maintained to the extent practicable and permitted by law. Investigations will be conducted as confidentially as possible and related information will only be shared with others on a need-to-know basis. The investigation will be completed, and a determination made and communicated to the employee as soon as practical.

If a complaint of prohibited harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken. If a

complaint cannot be substantiated, Kindering may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

Manager's Responsibility

All managers or direct supervisors of employees are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation;
- Ensuring that all employees under their supervision have knowledge of and understand this policy;
- Promptly reporting any complaints to Human Resources so it can be investigated and resolved in a timely manner;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by Kindering for using this complaint procedure, reporting proscribed harassment, objecting to such conduct, or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern to a member of management or to Human Resources. If a complaint cannot be substantiated, Kindering may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

2.4 Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, Kindering will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat

to the health and/or safety of the individual or others would result. Employees are not required to disclose a disability unless they are seeking an accommodation.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when Kindering receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. Kindering will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on Kindering and/or a direct threat to the health and/or safety of the individual or others, Kindering will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary supporting documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

Kindering will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation where supported by medical documentation and/or as required by applicable federal, state, or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation. Kindering will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

2.5 Religious Accommodations

Kindering will provide reasonable accommodations for an employee's religious beliefs, observances, and practices when a need for such accommodation has been identified and a reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or

practices, and the employee's job requirements, without causing undue hardship to Kindering.

Any employee who perceives a conflict between their job requirements and religious belief, observance or practice should bring the conflict and their request for accommodation to Human Resources to initiate the accommodation process discussion. Kindering asks that religious accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The accommodation evaluation process is interactive between the employee, Human Resources, and the employee's manager where they discuss the conflicts between the employee's religion and work and to take action to provide reasonable accommodation to meet the employees' needs, unless it creates an undue hardship for Kindering. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Kindering will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

2.6 Vaccination Religious & Medical Exemption

Kindering may provide an exemption to vaccine requirements as a reasonable accommodation to those employees whose sincerely held religious beliefs and practices prohibit them from receiving one of the vaccines required for employment. Kindering will also provide an exemption to the vaccines required as a reasonable accommodation to employees whose qualifying medical condition is contraindication to the vaccination. Kindering will engage in the interactive process to determine whether Kindering can provide a reasonable accommodation, provided the requested accommodation does not create an undue hardship for Kindering or pose a direct threat to the health and or safety of others in the workplace.

This exemption process will include a description from the employee of the sincerely held religious beliefs that prevents them from receiving the vaccine requirement. Kindering may request additional supporting documentation from a religious leader or scholar.

For medical exemptions, Kindering may request supporting documentation from an employee's medical provider on why the employee's medical condition prevents them from receiving the vaccine requirement.

2.7 Pregnancy and Lactation Accommodation

Employees may request a reasonable accommodation for their pregnancy and pregnancy-related health conditions, including the need to express breast milk. Kindering will provide reasonable accommodations to requesting employees unless

doing so would impose an undue hardship on Kindering's business, consistent with Washington law.

Under this policy, reasonable accommodations include: providing more frequent, longer, or flexible restroom breaks; modifying a no-food or -drink policy; job restructuring, part-time or modified work schedules, or reassignment to a vacant position; acquiring or modifying equipment, devices, or an employee's work station; providing seating or allowing the employee to sit more frequently if their job requires them to stand; providing for a temporary transfer to a less-strenuous or less-hazardous position; providing assistance with manual labor and limits on lifting; scheduling flexibility for prenatal visits; and any further pregnancy accommodation an employee may request, to which Kindering will give reasonable consideration in consultation with information provided on pregnancy accommodation by the Department of Labor and Industries or the employee's attending health care provider, as applicable.

Reasonable accommodations also include reasonable break time for an employee to express breast milk for up to two years after the child's birth. Kindering will provide a private location, other than a bathroom, and reasonable break time each time the employee has a need to express milk.

Unless Kindering does so or would do so for other classes of employees who need accommodation, accommodation under this policy does not include creating additional employment that Kindering would not otherwise have created, terminating any employee, transferring any employee with more seniority, or promoting any employee who is not qualified to perform the job.

Kindering may request that an employee seeking an accommodation under this policy provide written certification from their treating health care professional regarding the need for accommodation, except that Kindering will not request written certification for the following accommodations: (1) providing more frequent, longer or flexible restroom breaks; (2) modifying a no-food or -drink policy; (3) providing seating or allowing the employee to sit more frequently if their job requires them to stand; (4) limits on lifting over 17 pounds; or (5) reasonable break time and a private location to express breast milk.

2.8 Safety Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking

Kindering will provide reasonable safety accommodations for employees who are the actual or threatened victim of domestic violence, sexual assault or stalking and request that Kindering accommodate their safety while at work, unless providing the accommodation would impose an undue hardship on Kindering's business operations.

Reasonable accommodations may include, but are not limited to the following adjustments to job structure, the workplace, or a work requirement in response to actual or threatened domestic or sexual assault or stalking:

- Transfer
- Reassignment
- Modified work schedule
- Change in work telephone number
- Change in work email address
- Change in workstation
- Installed locks
- Implemented safety procedures or
- Other adjustments to job structure, workplace facilities or work requirements.

Employees may also be entitled to a leave of absence under Kindering's Domestic Violence, Sexual Assault or Stalking Victim Leave and should consult Human Resources for additional information.

Kindering may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the requested accommodation is for the purpose of protecting the employee from domestic violence, sexual assault, or stalking. Verification may be provided by the employee's written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner. Employees will not be required to provide additional information beyond this required verification, or information that would compromise their safety or the safety of their family members.

Kindering will maintain the confidentiality of all information employees provide regarding their request for a safety accommodation, including the fact that the employee or a family member is a victim and any written or oral statements, documentation or evidence provided by the employee in support of the accommodation request. Kindering will not disclose such information unless the employee requests or consents to the disclosure, a court, or administrative orders such disclosure or otherwise required by applicable federal or state law.

Kindering will not terminate, threaten to terminate, demote, or otherwise discriminate or retaliate against an employee because the employee:

- Requests or uses an accommodation in accordance with this policy;
- Files or communicates to Kindering an intent to file a complaint alleging a violation of Washington's law on reasonable safety accommodations for domestic violence victims; or

- Participates or assists in another employee's attempt to exercise rights under the law.

3 Joining Kindering

3.1 Background Checks

Kindering recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to others. To promote these concerns and interests, Kindering reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, Kindering also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and federal, state, and local antidiscrimination and privacy laws. Kindering is an equal opportunity employer and complies with applicable federal, state, and local laws relating to the use of background checks for employment purposes.

3.2 Employment Eligibility and Work Authorization

Kindering is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. Within three (3) days of employment, new employees must properly complete, sign, and date the first section of the Department of Homeland Security Form I-9 and present original supporting documents so that Kindering may verify the new employee's identity and authorization to work in the U.S. Rehired employees must also complete a new Form I-9 if their previous Form I-9 is more than three years old. Individuals who fail to comply with these requirements will be terminated.

3.3 New Employee Orientation

On their first day, new Kindering employees receive a general orientation conducted by Human Resources. Orientation includes completion of new hire paperwork, a review of the Handbook, and a review of employee benefits. The employee's manager will provide the new employee with a tour of the facility, introductions to other employees, and an explanation of job responsibilities. New employee questions about their job should be directed to their manager.

As a part of the initial orientation, you will meet with the Office Manager, who will review the phone systems, voice mail, and other communication items. In addition, your picture will be taken and added to the employee roster/display.

Depending on the employee's role, a trainer may be assigned to the employee during their first few weeks on the job to answer questions, orient the employee on our operating practices, and share any specific skills necessary to the new employee.

3.4 Orientation Period

The initial new employee employment period is considered an "orientation period" during which the employee's manager observes the new employee's ability to satisfy both general and specific job requirements. The orientation period will generally last 90 days. At or near the employee's 30-day, 60-day, and 90-day employment with Kindering, the manager will formally evaluate the employee's performance. Satisfactory completion of the orientation period does not alter the employee's at-will nature of their employment relationship with Kindering. In addition, employment may be terminated before the completion of the orientation period for any reason and without notice.

4 Employment Practices

4.1 Employee Classifications

The Federal Fair Labor Standards Act (FLSA) and state laws have specific job responsibility tests to determine if a position is classified as "exempt" or "non-exempt." Employees will be informed by their manager of their employee classification. Employees should consult their manager or Human Resources with any questions or concerns regarding their FLSA status.

Non-exempt Employees

Nonexempt employees are in positions that do not meet Fair Labor Standards Act (FLSA) or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 42.5 hours in a given week, or as otherwise required by applicable state law.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis; their salary is intended to compensate them for all hours worked at Kindering.

Regular Full-Time Employees

Full-time employees are those who are regularly scheduled to work 30 hours or more per workweek. Full-time employees are eligible for the benefits noted in this Handbook.

Regular Part-Time Employees

Part-time employees are those who are regularly scheduled to work and who work fewer than 30 hours per workweek. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some benefits noted in this Handbook and are provided with benefits required by applicable law.

Temporary Employees

Temporary employees are those who are employed for short-term work assignments. Temporary employees are generally hired to temporarily supplement the workforce or to assist with a specific project(s). The temporary employee assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by state law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

Intermittent Employees

An intermittent employee is one who works as needed, or is on-call, and whose assignments are not given on a regularly scheduled basis. Intermittent employees are not eligible for employee benefits, except as required by state law.

4.2 Employee Personnel Files

The Human Resources department maintains employee personnel files. Employees may inspect their own personnel file in the presence of Human Resources. Employees will be provided access to personnel records in accordance with applicable state law.

Employees are responsible for updating their own employee records in Paycom with any personal changes, including but not limited to changes in name, addresses, telephone numbers, number of dependents, emergency contacts, beneficiary designations, scholastic achievements, marital status, or other personal information so that Kinderling may have accurate and up-to-date records. Maintaining accurate employee personnel files is important for Kinderling recordkeeping, payroll, and benefits related purposes.

Current employees may review and obtain copies of their own employee personnel records during business hours at a time mutually convenient with Human Resources. Employees may add additional items to their files in accordance with applicable law. Any employee concerns regarding the completeness or accuracy of the information contained in their personnel file should be discussed with Human Resources.

4.3 Open Door Policy

We recognize that employees may have suggestions for improving Kinderling's workplace, as well as complaints about the workplace. We feel the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's manager. Employees should feel free to contact their

manager with any suggestions and/or complaints. If an employee does not feel comfortable contacting their manager, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employees' satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of retaliation. Please see section: Protection Against Retaliation.

Please note that some policies, such as the Sexual and Other Unlawful Discrimination, Harassment, and Retaliation Policy, have specific reporting procedures that should be followed. Employees should utilize this Open Door policy for reports and ideas that are not addressed through Kinderling's specific reporting procedures.

4.4 Performance Reviews

New employees receive performance evaluations at or near 30, 60, and 90 days after joining Kinderling and annually thereafter. Managers should have ongoing performance discussions with employees on a regular basis. Periodic performance reviews provide an opportunity to discuss how well the employee is meeting expectations, to clarify job responsibilities, and to explore possibilities for development and advancement. Annual employee performance reviews are conducted in fall following a September 1 through August 31 performance review cycle each year.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of Kinderling and depend on several factors in addition to an employee's individual performance. We reserve the right to make any personnel changes (including termination) before or after employee performance evaluations.

Performance reviews are a part of an employee's personnel records. Employees are asked to sign their performance reviews to indicate that it was reviewed. An employee's signature does not signify that the employee agrees with their manager's performance review.

Temporary and Intermittent employees generally do not receive formal performance reviews, although their job performance is monitored and evaluated in other ways.

4.5 Romantic and Family Relationships at Work

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner, or member of a relationship, supervises another relative, spouse, partner, or member. For the purposes of this policy, a "relative" is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists. If two employees marry, become related or enter an intimate relationship, they may not remain in a reporting relationship or in positions where one employee may affect the compensation or other terms or conditions of employment of the other employees. In other cases where a conflict or the potential for a conflict arises, even if there is no managerial relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Kindering.

4.6 Job Opportunities, Transfers, and Promotions

Kindering encourages employees to grow and develop in their positions and careers. Employees who are interested in career development opportunities, lateral transfers, and/or promotions should speak to their managers.

Kindering's job openings are posted on Kindering's website career section and are included in the Staff Bulletin. It is Kindering's policy to post all job openings internally for a minimum of 3 working days. This ensures that employees have the opportunity to apply for job openings to facilitate their career growth. To qualify for any job opening, employees must have a satisfactory performance record and no disciplinary actions since their last performance review. If you are interested in a posted job opening, contact the manager in charge of that position.

We are interested in supporting employee career development at Kindering. However, Kindering may decide it is in its best interest to recruit or select someone outside Kindering.

4.7 Employee Wage Discussion

Kindering will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information

5 Workplace Conduct

5.1 Standards of Conduct

Certain standards are necessary for the efficient operation of Kindering and for the benefit and protection of the rights and safety of all employees. Conduct that interferes with the operations, brings discredit to Kindering, or is offensive to customers or fellow

employees will not be tolerated whether it occurs on or off Kindering time or Kindering property.

Due to the nature of Kindering's mission and potential access to children, employees must self-disclose any pending or new criminal charges that occur between regularly scheduled background checks to their hiring authority. In addition, anyone who is convicted for a violation of a criminal drug statute must report it to their employer within 5 days of the conviction. Within 30 days of such notice, or from the date Kindering receives actual notice of the conviction, Kindering will take appropriate disciplinary action.

Nothing in this policy should be construed to limit Kindering's ability to discipline or terminate an employee at any time for any reason. Kindering reserves the right to determine what conduct is inappropriate under any circumstances and to determine what level of discipline such conduct warrants.

5.2 Whistleblower Protection Policy

Kindering requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Kindering, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Kindering can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees, and volunteers to report concerns about violations of Kindering's code of ethics or suspected violations of law or regulations that govern Kindering's operations.

No Retaliation

It is contrary to the values of Kindering for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Kindering. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Procedure

Kindering has an open door policy and suggests that employees share their questions, concerns, suggestions, or complaints with their manager. If you are not comfortable speaking with your manager or you are not satisfied with your manager's response, you are encouraged to speak with Human Resources. Managers are required to report complaints or concerns about suspected ethical and legal violations in writing to Kindering's Human Resources Department, who has the responsibility to investigate all

reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to Human Resources.

Compliance Officer

Kindering's Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will manage all complaints and their resolution and will report at least annually to the Chief Operations Officer on compliance activity relating to accounting or alleged financial improprieties.

Accounting and Auditing Matters

Kindering's Compliance Officer shall immediately notify the Chief Operations Officer of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

Kindering's Compliance Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

Compliance Officer:

Human Resources Director
Kindering Center
HR@Kindering.org

5.3 Attendance

Kindering strives to create a work environment that is flexible and able to meet the needs of Kindering and its employees. The work schedule for each employee will be determined by their manager based on the expectations of the job.

Employees are expected to be at work on time and when scheduled. If employees are unable to report for work on any day, they must call their manager before the time the employee is scheduled to begin working for that day or as soon as practical. The manager may inquire about the general reason for the employee's absence or tardiness. Unless extenuating circumstances exist, employees must call in on each day they are scheduled to work but will not report to work.

Special hours and nonstandard workday or work weeks may be required for certain jobs or to meet special requirements. These include early starts and other schedule adjustments to meet the service needs of our clients.

Employees who follow the Early Support program calendar precisely may not exchange weeks when the early support program is closed for work weeks. For example, if we are closed April 21 to April 25, you may not choose to flex the prior week and treat children during our designated closure week except in extraordinary circumstances where it is best for clients and with prior approval from your manager. If you wish to take days off during the program year, you must use your available leave in accordance with section Time Off and Leaves of Absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment unless the absence or tardiness is legally protected. Absences from work for three or more consecutive days without proper notification may be treated as a voluntary resignation.

5.4 Confidential and Proprietary Information

Kinderling's confidential and proprietary information is vital to our operations and future success. Each employee must use reasonable care to protect or otherwise prevent the unauthorized disclosure of confidential and proprietary information.

"Confidential and proprietary information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to Kinderling's business that has not made public or authorized to be made public, and that is not generally known to the public through proper means. This includes, but is not limited to, non-public information regarding Kinderling's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists, and methods of competing.

Employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security numbers, driver's license or resident identification numbers, financial accounts,

credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial, or other legally protected information.

Confidential and proprietary information does not include information lawfully acquired by non-management employees about wages, hours, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or the Department of Labor, or any other appropriate government authority.

5.5 Conflicts of Interest

It is important for Kindering employees, trustees, and agents to ensure they are not involved in a conflict of interest that may negatively impact Kindering. Conflicts are undesirable because they potentially place the interests of others ahead of Kindering's obligations to its mission. No employee, trustee, or agent of Kindering who exercises any functions or responsibilities in connection with the planning and implementation of Kindering programs or activities shall have any significant personal financial interest, direct or indirect, with those functions. If a situation of potential conflict of interest arises, the employee or agent will immediately inform the Chief Executive Officer. Trustees shall immediately declare any conflicts before the Board of Directors and refrain from voting on matters in which they have a conflict of interest.

The best interests of Kindering are expected to be foremost in the minds of our employees, officers, and directors as they perform their duties. No employee shall be, potentially be, or appear to be subject to influences, interests, or relationships that conflict with the best interests of Kindering.

The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor, or any entity that engages in business with Kindering;
- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor, or any entity that engages in business with Kindering;

- Receiving from or giving to any supplier, customer, or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of Kindering;
- Having any significant direct or indirect personal or financial interest in a business transaction involving Kindering;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for Kindering; or
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on Kindering or its business.

Employees should not engage in outside interests that divert time and attention from properly attending to Kindering affairs. Employees must adhere to the Moonlighting and Outside Employment policy.

In the event that an employee has a pre-existing relationship with a Kindering client that may be a conflict of interest, such as being the client's guardian or legal representative, residential provider, family member, or decision-maker, the employee must immediately disclose this relationship to their manager. To address any potential conflict of interest, the employee's manager and treatment team will determine the appropriate course of action. Possible courses of action may be not including the employee as a team member for the client, having the employee recuse themselves from any decision-making discussions related to the client if their role includes such responsibilities, and if needed, refer the client to another agency for services.

This policy in no way prohibits employee affiliations or activities in communications that are protected under applicable state and federal laws including, but not limited to, any activity protected under Section 7 of the National Labor Relations Act.

5.6 Use of Equipment and Resources

Kindering has significantly invested in our telephone system, computers, fax machines, photocopiers, and other types of business equipment, including internet access and software that are vital to keeping our operations flowing smoothly and effectively.

When using Kindering's property, employees are expected to exercise care, maintain the property in a safe working order, and follow all operating instructions, safety standards and guidelines. Employees should notify their manager if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment used on the job should consult their manager.

Kindering's equipment and resources are limited and should be used for business transactions only and not for personal use, unless explicitly authorized by a manager. All employees are expected to comply with all federal, state, and local laws while operating the organization's equipment and resources.

5.7 Moonlighting and Outside Employment

Kindering respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform their job. Under certain circumstances, if an employee's personal conduct begins to adversely affect their performance on the job or begins to make it impossible for them to conduct any or all their job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform their job duties is outside employment. It is our desire to avoid outside conflicts for the mutual benefit of everyone concerned. Before accepting outside employment, please discuss this outside employment policy in detail with your manager and Human Resources and confirm there is no conflict with your job at Kindering.

Any activities related to outside employment (e.g., mail, telephone calls) must be conducted off-site and outside of scheduled work hours. All employees will be judged by the same performance standards and will be subject to Kindering's scheduling demands regardless of any existing outside work requirements. If outside work conflicts with performance, disciplinary action may occur.

In compliance with Section 8 of Washington House Bill 1450, Kindering employees earning less than twice the applicable state minimum hourly wage may engage in employment outside their regular working hours if the outside employment:

- Does not interfere with employee performance or attendance at Kindering;
- Does not compromise confidential information;
- Does not present a conflict of interest; and
- Does not involve solicitation and complies with Kindering's solicitation policy.

Kindering employees making more than twice the applicable state minimum hourly wage must receive prior written approval from Kindering's Chief Executive Officer (or CEO's designee) to engage in outside employment.

Requests will **not** be approved if:

- The outside employer is a competitor. "Competitor" is defined below:
 - A competitor is another Company or entity that provides education or therapy to children, including but not limited to: business or other legal

entities that provide pediatric therapy or education services in healthcare settings, home or community settings, private practice, schools, early intervention, or early intervention/developmental centers.

- A competitor is not a sole proprietor or individual provider unassociated with a competitor who provides individual education or therapy services.
- The outside employment or employer brings risk to Kindering (including but not limited to liability issues or risk to Kindering's 501(c)(3) status).
- The outside work conflicts or interferes with employee performance or attendance at Kindering. Potential conflicts include poor work performance, absenteeism, tardiness, conflict of interest, solicitation of employees or clients, and the risk of compromising confidential information.

Requests **may** be approved/permitted if:

- The outside employer is not a competitor (as defined above), and the outside work does not conflict or interfere with employee performance or attendance at Kindering. Potential conflicts include poor work performance, absenteeism, tardiness, conflict of interest, solicitation of employees or clients, and the risk of compromising confidential information.
- An employee is requesting to provide individual education or therapy services as an individual provider unassociated with a competitor or as a sole proprietor, and the employee adheres to all of the following:
 - Provides a valid copy of their professional liability insurance policy; with Kindering listed as a secondary/additional insured.
 - Does not conduct any of their private business during their work hours;
 - Does not use confidential information obtained in the course of their employment to obtain referrals or advertise for private therapy. Nor can they use confidential information for their financial benefit or allow another person to do so;
 - Complies with Kindering's non-solicitation policy;
 - Does not use Kindering facilities, equipment, or materials to perform work outside the agency; and
 - Does not provide private therapy or education to children concurrently enrolled in any of Kindering's programs.

Therapists performing private therapy to children not enrolled in Kindering are not covered by Kindering's insurance policies. Kindering shall in no way be held responsible for the actions of therapists performing private therapy outside of Kindering.

Language Interpretation and Translation by Kindering Employees

Employees who speak languages in addition to English may occasionally be requested, in good faith and out of courtesy, to use their verbal or written language skills to support

Kindering families and visitors on an as-needed basis. Some Employees are expected to perform regular interpreting and translating as a part of their job as reflected in their job description.

Employees who obtain formal Interpreter Certification may be added to our list of outside interpreters we pay for and contract with to provide interpreting services during scheduled service delivery.

Employees working as formal interpreters will adhere to the Outside Employment, Non-Solicitation, Confidentiality, and Conflict of Interest policies. They must also:

- Not provide formal interpreting services to families on their own caseload;
- Not provide formal interpreting services in situations in which Kindering can obtain such service at no charge (e.g., Medicaid-funded interpreter services);
- Be an employee in good standing and successfully maintain a full caseload/job tasks;
- Maintain their interpreter credentials;
- Respond to interpreter requests within 1 business day; and
- Have the right to decline formal interpreting requests for any reason.

5.8 Personal Appearance

Part of the image Kindering projects to the public and to our clients is reflected in the appearance of our employees. Employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice common sense rules of cleanliness and comfort.
- When jeans are appropriate for the position or job duties, the jeans must be in good condition.
- Clothes should be appropriately sized and not unnecessarily revealing.
- Jewelry may be restricted for safety reasons, based on the position.

Nothing in this policy is intended to prevent employees from wearing clothing, a hairstyle, or facial hair style that is consistent with their religion, cultural, ethnic, or racial heritage or identity. This policy will be interpreted to comply with applicable federal, state, and local laws. Kindering will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their manager or Human Resources.

We encourage employees to seek the advice of their manager or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees

who report to work in a manner that violates this policy may be instructed by their manager to return home to change. The time non-exempt employees return home to change their clothes for work will be unpaid.

5.9 Social Media

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media and to protect the reputation and operation of the organization, we have established these guidelines for appropriate use of social media.

Definitions and General Guidelines

Social media includes all means of communicating or posting information or content of any sort on any internet platforms (for example, Facebook, Twitter, Pinterest, LinkedIn, TikTok, YouTube, and Instagram), as well as all other web-based media such as blogs, wikis, and other form of user-generated media or web-based discussion forums.

The same principles and guidelines found in this Handbook and related organizational policies apply to your activities online. Use of social media that violates these policies, such as discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

You are solely responsible for what you post online. Before creating online content, consider the risks. Keep in mind that any of your posts that adversely affect your job performance, the performance of other employees, clients, suppliers, people who work on behalf of the organization, or the organization's legitimate business interests may result in disciplinary action up to and including termination.

In addition to these general guidelines, we have developed the following specific policies governing social media use:

Families and Employees

To encourage appropriate client-professional boundaries, employees should not be included in Kinderling current clients' social networks. If an employee so desires, it is considered appropriate to engage in social networking with alumni or past clients.

Employee to Employee

Employees should use professional consideration when joining social networks of other employees. There is no requirement or expectation to accept invitations to join. This is each employee's personal decision. Aside from LinkedIn, managers should not join the social networks of employees they supervise directly or indirectly unless that invitation is initiated by the employee.

Be Responsible

Always be fair and respectful. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our open-door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that could reasonably be viewed as malicious, obscene, threatening or intimidating, that disparage clients, employees, associates, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion, or any other status protected by law or organizational policy.

Maintain Confidential Information

Be aware of and do not disclose Kinderling trade secrets or private or confidential information. Do not post internal reports, policies, procedures, knowledge, technology, product development information, business plans, or other internal business-related confidential communications. Any provisions contained in this Handbook or in a separate confidentiality agreement also applies when using social media.

Separate Personal and Work-Related Social Media Use

Do not create a link from your blog, website, or other social networking sites to Kinderling's website without identifying yourself as an employee of the organization. Do not use a Kinderling email addresses to register on social networks, blogs or other social media utilized for personal use. Express only your personal opinions. Never represent yourself as a spokesperson for Kinderling. If you do publish a blog or post online related to the work you do or subjects associated with Kinderling, make it clear that you are not speaking on behalf of the Kinderling.

Using Social Media at Work

Refrain from using social media during work time or on equipment we provide unless it is work-related or as authorized by your manager. Employees should have no expectation of privacy related to any matters stored in, created, received, or sent using organization equipment.

Media Contacts

Employees should not speak to the media on Kinderling's behalf without the express consent of the Director of Communications and Public Affairs. All media inquiries should be directed to the Director of Communications and Public Affairs at communications@kinderling.org or their direct email address.

Employee Rights

Nothing in this policy is intended to restrain or interfere with protected concerted activity under Section 7 of the National Labor Relations Act, or any other employee rights under applicable state and federal regulations.

If you have questions or need further guidance, please contact Human Resources or the Director of Communications and Public Affairs.

5.10 Work Arrangements – In-Office, Off-Site, and Hybrid

Kindering is committed to attracting and retaining a diverse and talented workforce and providing flexible work arrangements to the extent it would be beneficial to an employee while still meeting the business requirements of Kindering. This may include the possibility to work remotely at times. This can range from the occasional completion of work off-site to pre-arranged days from an at-home office to entirely remote work. A hybrid work arrangement is a combination of routine in-office and off-site work.

Working from home/off-site or hybrid is a benefit that may be offered depending on the employee's position, where job duties can best be performed, performance, and other factors. There is no expectation that everyone will be allowed to work from home or hybrid. While working from home/off-site, strong performance must be maintained including being available for clients, teammates, or unanticipated projects. Permission must be obtained from your manager before you can work from a remote location.

When working off-site or hybrid, Kindering's mission and your job duties are of the same priority as in-person, therefore it is expected that:

- You are equally available throughout an off-site workday just as you would be on-site.
- If you are needed on-site, you should be able to come in as needed that day or the next.
- You keep your manager informed of scheduled work time from a remote location.
- If/when working from home, you must be able to complete your work effectively.
- While the occasional home interruption or distraction is natural and acceptable while working or meeting from home, these should not occur so regularly that they interfere with employees working effectively.
- Employees must provide their own reliable and secure Wi-Fi and internet-related equipment to work from home and must comply with all IT policies and procedures. This includes strict adherence to the BYOD and Telecommute Policy and the details concerning the security of confidential client information.
- If Kindering equipment is portable, such as a tablet or laptop, these can be used also at home/off-site if used and managed according to policy.
- All employees are assigned one device (ex: desktop, laptop, etc.) and will be required to provide their own secondary device if needed to work off-site. In some instances, at Kindering's expense, based on the degree of work off-site and need, low-cost equipment may be duplicated at both locations such as a

screen, keyboard, and mouse. Employees should consult their manager before purchasing any equipment requesting reimbursement.

Managers will work with employees to discuss and strategize the employee's ability to manage homelife and work that occur at the same time or place such that the employee does not become regularly overwhelmed or have difficulty being present and successful for both aspects of work and life. If an employee cannot find an effective balance or performance is impacted, the employee will be expected to work on-site as appropriate.

For employees who work regular hybrid hours from a remote location, a dedicated in-office desk space may not be provided. If necessary, employees can access a hot desk or shared desk when on-site. A hot desk is a space that is unassigned and non-reservable but available on a first-come first-serve basis. A shared desk is one that is assigned to a consistent employee on certain days of the week according to their in-office hybrid schedule and assigned to other employees on other days. Managers will inform you of your desk options which are subject to change based on space availability/limitations at a specific campus.

6 Pay Practices

6.1 Payment of Wages

Employees will be paid twice a month on the 10th and 25th. Kindering is required by federal and state laws to make certain deductions from employee's paycheck each pay period. Such deductions typically include federal and state (if applicable) taxes and Social Security. The amount of all deductions will be listed on the employee's pay stub. Kindering does not allow employee payroll draws.

If a payday falls on a Saturday, Sunday, or holiday, employees will be paid on the workday immediately preceding the weekend or holiday.

If any employee has questions about their payroll deductions or they have been subjected to improper deductions or the payroll amount paid does not accurately reflect the employee's total hours worked or salary, they should contact Payroll (through Paycom's [AskHere](#)) who will investigate the situation. If there was an error(s), they will be corrected; and if the employee compensation is less than required, the employee will pay the money due in a timely manner.

The workweek begins on Sunday and ends on Saturday. For overtime pay calculation purposes, the workday begins at 12:01 a.m. and ends at 12:00 a.m.

6.2 Rest Breaks and Meal Breaks

Non-exempt employees will receive a 30-minute paid meal break if they work at least a 5-hour shift, unless otherwise specified. Meal breaks are not considered time worked for overtime purposes. Meal break times will be assigned by your manager.

Non-exempt employees will also receive one 10-minute rest break for every 4 hours worked. Rest breaks will be scheduled unless due to the nature of the job they can be taken on an informal basis throughout the day. Rest breaks will be considered time worked for pay purposes. Rest breaks must be taken approximately mid-way through the 4-hour work period and may not be taken immediately preceding or following the meal break or at the beginning or end of the workday.

6.3 Time and Attendance Records

All time worked by the employee, as well as holidays and time off (PTO, ETO, UTO, etc.) must be accurately recorded. The employee's monthly time submitted through Paycom is an important Kindering record. The employee's labor allocation details must also be accurate as this is used for financial reporting internally and externally to funders.

An employee who alters or falsifies their time or attendance records or completes another employee's time and attendance record is prohibited and may result in disciplinary action up to and including termination.

6.4 Overtime

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked more than 42.5 in one workweek as required by applicable federal and states law.

All overtime work must be authorized in advance by the employee's manager. Non-exempt employees who work overtime without obtaining their manager's prior authorization may result in disciplinary action, up to termination of employment.

Paid time off such as sick pay, holiday pay, PTO, UTO, and jury duty pay (where applicable) do not count towards a nonexempt employee's hours worked for the purpose of determining overtime pay. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

6.5 Business Travel and Reimbursement

Kindering will reimburse employees for expenses incurred in the use of personal vehicles necessary to complete their required duties. The IRS Standard mileage rate is used as a reference to determine the per mile amount adopted by Kindering.

Mileage reimbursement is meant to cover only those miles incurred above and beyond the employee's normal commute to his/her place of business. Miles from home to the first work site of the day or from the last work site of the day will not be counted as reimbursable mileage.

Reimbursement requests will utilize official forms created by accounting specifically for each employee, on Kindering pre-approved forms, or through the use of a Kindering approved mileage app.

Kindering does not reimburse for mileage or parking related to training or continuing education except under unusual circumstances or as a condition of employment.

Kindering will reimburse employees for reasonable business travel expenses incurred while on assignments away from their normal work locations. All employee business travel outside of their normal work locations must be approved by their managers in advance. Employees should ask their manager or the Accounting Department for guidance and assistance on the procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues (accountinggroup@kindering.org).

When approved, the actual cost of employee travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed. Employees are expected to limit expenses to reasonable amounts using government maximum rates as a guide. Reimbursement of non-standard expenses incurred on business trips is subject to approval by Kindering.

Exempt employees will be paid their regular salary for any weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with Kindering's policy and federal and state wage and hour laws.

Abuse of this business policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

6.6 Compensation Reviews

Kindering reviews each regular employee's salary annually which may include a market-based salary review, typically provided in January. This does not guarantee an increase. Compensation increases are at the discretion of Kindering and may be based on a number of factors including, but not limited to, Kindering's business and profitability, market factors, performance, and education.

There are 2 types of increases at Kindering:

Merit-Based Pay Increase

Merit increases are intended to reward employees for performing at or above expectations in their positions. Employees will be evaluated by their managers based on their performance in their position(s) over the past year. This may or may not also include a market adjustment.

Promotional Pay Increase

A promotion occurs when an employee is moved into a new job with increased responsibilities and a higher pay range. Promotions can occur as a result of a switch to a vacant position in another department or the advancement to the next position level within the same job family. Advancement opportunities are contingent upon Kindering, or department needs.

Temporary or intermittent employees do not participate in Kindering's annual compensation review process.

6.7 Bilingual Stipend

Kindering serves families from all different backgrounds who speak many different languages. In order to best support families where English is not their primary language or may not speak English at all, we offer a bilingual stipend to best support these families.

Determining Fluency

Employees will be considered fluent in a language other than English if they can read, speak, or sign, and write in the language(s). The writing requirement is not applicable for American Sign Language. We may ask employees to complete a language competency test to confirm fluency.

Eligibility Consideration

Kindering employees may be eligible for additional compensation if they are:

- Fluent in the additional language(s),
- Use the additional language(s) for the majority of their job, and
- Hold a position that includes extensive communications with clients or community members who speak a language other than English.

Compensation and Timing

Eligible employees may receive a flat bonus of \$150/month not to exceed \$1,800/year (all language-specific compensation is applied to this maximum)

While we recognize some employees are fluent in multiple languages other than English, the compensation amount is a flat rate regardless of the number of fluent languages per employee (i.e., employee who speaks 4 additional languages cannot earn 4 bonuses).

7 Employee Benefits

7.1 Benefits Overview

Kindering cares about our employees and offers a competitive employee benefits program. Benefit plans offered by Kindering are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording in this Handbook. Plan documents, if applicable, are available for employees' inspection. Kindering and its designated benefit plan administrators reserve the right to determine eligibility, interpretation, and administration of issues related to benefits offered by Kindering.

Employees should contact Human Resources through [AskHere](#) with their benefit questions.

7.2 Employee Assistance Program

Kindering provides an employee assistance program (EAP) for employees and their dependents at no cost to employees. The EAP is available to discuss mental health, financial issues, legal issues, childcare, eldercare, etc. This counseling program is available 24 hours a day, seven days a week. It is a confidential, safe, and easy-to-use resource. EAP counselors will help employees clarify their concerns, assess their situation, and identify options to help them resolve problems.

7.3 Medical, Dental, and Vision Insurance

Kindering offers medical, dental, and vision insurance to regular full-time employees and their dependents in an equitable and cost-effective way and in compliance with applicable federal, state, and local laws.

Employees have up to 60 days from the first day of the month following their start date to select their medical, dental and vision plans. Employees need to enroll and complete the required forms in Paycom for processing. Once the employee insurance selection is confirmed in Paycom it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during Kindering's annual open enrollment period.

Employees who experience a qualifying life event such as marriage, divorce, or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

7.4 Same-Sex Marriages, Civil Unions and Domestic Partnerships

Kindering complies with all applicable federal, state, and local laws regarding providing benefits to employees with a same-sex spouse or domestic partner or civil union partner. Employees should contact Human Resources through Paycom [AskHere](#) if they have any questions regarding benefits eligibility for themselves or their spouses, domestic partners, or partners in a civil union.

7.5 Life Insurance and Accidental Death and Dismemberment Insurance

Kindering provides full-time employees with \$10,000 life insurance and basic accidental death and dismemberment (AD&D) insurance at no cost to the employee.

Employees can purchase supplemental life insurance and supplemental AD&D, as well as dependent life insurance for a spouse, domestic partner, and eligible children. Employees electing supplemental coverage pay the full cost of the coverage on an after-tax basis.

7.6 Long-Term Disability

Full-time employees who have worked for Kindering for at least two (2) years may be eligible for basic long-term disability (LTD) coverage. An eligible employee who is out on a non-work-related disability for more than 90 days may apply for long-term disability benefits.

7.7 Social Security Benefits

The federal government provides Social Security (FICA) and Medicare benefits to employees when they reach retirement age. Social Security may also provide disability income for various reasons to individuals and their dependents. Social Security is funded by deductions made from your paycheck and a matching amount paid by Kindering on your behalf. If you have questions regarding Social Security, contact the Social Security Administration.

7.8 Tuition and Training Reimbursement

By offering reimbursement at our discretion for tuition payments, we encourage employees to continue their education or training. The proposed schooling must contribute to performance in your present job, prepare you for a position of greater responsibility, or prepare you for a position that would more closely match your abilities and interest. Kindering will reimburse preapproved continuing education at the manager's discretion.

A Continuing Education and Related Expenses request form must be filled out and signed by your manager for approval prior to starting the class. Employees will also

need to submit a check reimbursement form within 90 days of completing the course or training to their manager for approval.

If an employee's employment with Kindering is terminated within one year of the date of being reimbursed for continuing education cost of \$500.00 or more, the employee may be required to reimburse Kindering for the total amount that was reimbursed.

7.9 Licensing or Certifications

Kindering reimburses employees up to \$200 per year for either Department of Health (DOH) licensing fees or OSPI teaching certification. A speech-language pathologist may choose to submit for their ASHA certification instead of their DOH license if they prefer; however, please note that an ASHA certificate is not required to practice in Washington or at Kindering though encouraged for the purposes of CF and intern supervision. This benefit is only available to regular full-time and part-time employees.

- Manager approval is required for all reimbursement requests. Reimbursement requests must include proof of payment and will be considered for reimbursement 6 months after payment is made. This delay allows us to be sure the employee is still working at Kindering 6 months after the expense was incurred. This reimbursement for an employee's personal professional license is viewed as an employee benefit.
- These reimbursements will only be made between 6-9 months following payment of the licensing or certification fee. Requests submitted after 9 months may not be paid.
- Employees are responsible for tracking when to submit a reimbursement request using the Check Reimbursement Form. If an employee chooses to submit an approved reimbursement prior to the 6-month requirement, Accounting will hold the reimbursement until the 6-month period has been reached and then process it for payment.

Professional Licenses

As part of our commitment to maintaining the highest standards of patient care and ensuring compliance with regulatory requirements and in accordance with WA Department of Health (DOH) regulations and our organizational policies, it is mandatory for all healthcare providers, whose positions require a DOH license, to maintain an active and unrestricted license to continue their employment with Kindering Center. Therefore, we require that you review the status of your professional license and take immediate action to renew or rectify any potential issues if necessary. If for whatever reason a restriction is placed on your license it is your responsibility to notify Kindering immediately. Failure to maintain an active license places both you and the organization at risk, and it may result in the suspension of your clinical privileges, unpaid administrative leave, and/or employment termination.

8 Time Off and Leaves of Absence

8.1 Holidays

If you are a regular full-time or part-time employee and would normally be scheduled to work on the day that a specific holiday falls, you will receive a day off for the following holidays:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King, Jr. Day)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday following Thanksgiving Day
- December 25 (Christmas Day)

If a holiday falls on a weekend day, Kindering usually observes the holiday on the preceding Friday or the following Monday. Holiday observance will typically be announced in advance.

Holiday pay for nonexempt employees is calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have normally worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Non-exempt employees are not expected to work on holidays and are paid their usual salary each pay period per their letter of agreement.

Temporary and intermittent employees are not eligible for holiday pay.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

8.2 Elective Time Off (ETO) and Unpaid Time Off (UTO)

Elective Time Off (ETO) consists of scheduled and flexible time off that is built into compensation with exempt employees. Unpaid Time Off (UTO) consists of scheduled and flexible time for non-exempt employees. The amount of ETO or UTO varies depending on the role, program, and agreement; and generally, ranges from 2 to 8 weeks off per year for full-time employee. ETO or UTO is in addition to PTO and holidays.

Allocation of ETO or UTO begins with an employee's first full pay period after their hire date. The ETO or UTO allocation is based upon the number of hours and weeks the employee is scheduled to work each year. The Kindering program year through which ETO or UTO is awarded is September 1– August 31. ETO or UTO is prorated from the employee's start date through the end of the Kindering program year.

All Kindering positions are designed so that the agreed upon UTO or ETO can or will be taken each program year. Thus, employees do not have the option to carry over ETO or UTO hours from one program year to the next.

Exempt employees may use all ETO available to them in a given program year but are not required to do so; ETO is use it or lose it.

Non-exempt employees are expected to take all their UTO each program year; if a non-exempt employee is not able to, then they need to seek advance permission and create a plan with their manager because the amount of UTO was determined according to our compensation plan and changes impact both pay and budget.

Employees should request ETO or UTO as far in advance as possible and must receive advance approval from their manager before taking ETO or UTO. Exempt employees must take ETO in full-day increments while non-exempt employees must take UTO in at least 1-hour increments.

Full-time service providers with a 44 week program year will follow the Early Support calendar which consists of 45 work weeks and 7 non-work weeks (scheduled time off - STM) spread throughout the year. Full time service providers will receive an additional week of flexible unpaid time off (elective time off- ETO or unpaid time off- UTO). Providers will also receive 8 additional days of Paid Time Off (PTO). ETO, PTO, and holidays will be requested as time off in our HRIS system (Paycom).

For employees that do not precisely follow the Early Support calendar, they will have all flexible ETO or UTO which will be requested as time off in our HRIS system (Paycom).

ETO or UTO is pro-rated to reflect the portion of the program year worked, including during unpaid leaves of absence or other periods of inactive service.

Kindering reserves the right to require employees to use available ETO or UTO time, including during periods of furloughs, at its discretion and in accordance with applicable law.

8.3 Paid Time Off (PTO)

Paid Time Off (PTO) is a personal leave intended to provide employees with time away from work, without loss of pay or benefits, for relaxation, recreation, personal business, or your own or a family member's illness. With this in mind, we provide PTO to regular full-time and part-time employees beginning with an employee's first full pay period after

their date of hire. The PTO allocation is based upon the number of hours the employee is scheduled to work each workweek and the number of weeks per year.

The Kindering program year through which PTO is awarded is September 1– August 31. PTO is prorated from the employee's start date through the end of the Kindering program year. Employees may use all PTO available to them in a given program year. Employees have the option to carry over a maximum of 64 PTO hours from one program year to the next.

Eligible employees may use available PTO for the following sick and safe reasons (this is not intended to be an exhaustive list of reasons):

- Because of the employee's or the employee's family member's mental or physical illness, injury, or health condition;
- For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition;
- For preventive medical care for the employee or the employee's family member;
- If either the employee's place of business or the employee's child's school or place of care is closed by order of a public official for a health-related reason (i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material);
- Absences that qualify for leave under the state's domestic violence leave law due to an incident of domestic violence, sexual assault or stalking of the employee or the employee's family member to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - Attend to health care treatment for a victim who is the employee's family member;
 - Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or

- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault, or stalking.

Covered family members include:

- A spouse or registered domestic partner;
- A child, regardless of age or dependency status (including a biological, adopted, or foster child; stepchild; or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent);
- A parent (including a biological, adoptive, de facto, or foster parent; stepparent; or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
- A sibling;
- A grandparent; or
- A grandchild.

Ordinarily, you must submit a PTO Request via the electronic timekeeping systems to your manager at least 10 days in advance of the planned time off or give as much advance notice as possible. For absences that are *not* foreseeable, you should provide your manager with as much advance notice as possible before the start of your shift if practicable. We will try to honor your PTO requests whenever possible. However, business needs may require that your manager deny your request for PTO or cancel a previously approved request.

Exempt employees must take PTO in full-day increments while non-exempt employees must take PTO in at least 1-hour increments.

PTO is not counted for the purpose of calculating a nonexempt employee's overtime hours of work or overtime premiums.

PTO does not accrue during unpaid leaves of absence or other periods of inactive service. If a paid holiday occurs during an employee's scheduled PTO, that day will not be considered PTO.

Kindering reserves the right to require employees to use available PTO time, including during periods of furloughs, at its discretion and in accordance with applicable law.

Upon termination of employment, employees will be paid up to 40 hours of available and unused PTO through the last day of work provided certain conditions are met, see section 'Leaving Kindering'. PTO will be paid at the employee's base rate at the time of termination and will be included in their payroll check following their termination date, unless otherwise required by applicable law.

If an employee is rehired by Kindering within 12 months of separation from employment, previously accrued PTO not paid out will be reinstated up to a maximum of 40 hours.

8.4 Paid Sick and Safe Leave (PSSLL)

Kindering provides paid sick and safe leave to eligible employees in compliance with Washington's paid sick and safe leave law (PSSLL).

Employee Eligibility

All non-exempt employees (including full-time, part-time, temporary, or intermittent employees) who are not eligible for PTO and work in Washington are eligible to accrue paid sick and safe leave. Eligible employees can use all sick and safe leave accrued in a program year that runs from September 1 through August 31. If accrued paid leave time is not used during the program year, up to 40 hours are carried over to the next program year.

Accrual and Use of Paid Sick and Safe Leave

Eligible employees begin to accrue paid sick and safe leave on their first day of employment.

Paid sick and safe leave accrues at a rate of one hour for every 40 hours worked, including overtime hours.

Employees will not accrue paid sick and safe leave while using paid sick and safe leave, or other paid time off. Employees also will not accrue paid sick and safe leave during an unpaid leave of absence.

Paid sick and safe leave may be used in increments of one hour or greater to cover all or just part of a workday.

Eligible employees may begin to use their accrued paid sick and safe leave on the 90th calendar day after they begin working for Kindering.

Employees can use paid sick and safe leave for an absence when they were required to work.

Reasons Sick and Safe Leave May be Used

Eligible employees may use paid sick and safe leave for the following reasons:

- Because of the employee's or the employee's family member's mental or physical illness, injury, or health condition;
- For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition;
- For preventive medical care for the employee or the employee's family member;
- If either the employee's place of business or the employee's child's school or place of care is closed by order of a public official for a health-related reason

(i.e., a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin or hazardous material;

- Absences that qualify for leave under the state's domestic violence leave law due to an incident of domestic violence, sexual assault or stalking of the employee or the employee's family member to:
 - Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
 - Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
 - Attend to health care treatment for a victim who is the employee's family member;
 - Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
 - Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
 - Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault, or stalking.

Covered family members include:

- A spouse or registered domestic partner;
- A child, regardless of age or dependency status (including a biological, adopted, or foster child; stepchild; or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent);
- A parent (including a biological, adoptive, de facto, or foster parent; stepparent; or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child);
- A sibling;
- A grandparent; or
- A grandchild.

For absences related to the employee's or family member's status as a victim of domestic violence, sexual assault, or stalking, "family member" also includes an individual with whom the employee has a dating relationship.

Requesting Paid Sick and Safe Leave Documentation

When the need for paid sick and safe leave is foreseeable, employees must provide reasonable advance notice. The employee should provide notice as soon as practicable and must provide notice at least 10 days before the date sick or safe leave will begin. If the need for sick and safe leave is unforeseeable, employees must provide notice as soon as possible before the required start of their shift, unless it is not practicable to do so. If it is impracticable for an employee to provide notice of the need for sick and safe leave, another person can provide notice on the employee's behalf.

For absences exceeding three consecutive scheduled workdays, Kindering may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. If an employee anticipates that providing required documentation will create an unreasonable burden or expense, the employee can provide an oral or written explanation of why the absence was a permissible use of paid sick and safe leave; and how the required verification creates an unreasonable burden or expense for the employee.

Rate of Pay for Sick and Safe Leave/Overtime

Sick and safe leave will be paid at the employee's regular and normal rate of pay at the time the employee uses the leave, or at minimum wage, whichever is greater. The regular and normal rate of pay does not include tips, gratuities, service charges or other premium pay such as discretionary bonuses. Employees will not receive overtime pay for sick and safe leave.

Carryover

Accrued but unused paid sick and safe leave will carry over from one calendar year to the next, up to a maximum of 40 hours.

Separation From Employment

Compensation for accrued and unused sick and safe leave is not provided upon separation from employment for any reason. If an employee is rehired by Kindering within 12 months of separation from employment, previously accrued but unused sick and safe leave will immediately be reinstated. The previous period of employment will be counted for the purpose of determining the employee's eligibility to use paid sick and safe leave. If the employee is being reinstated during the calendar year following the year in their employment ended, the amount of reinstated paid sick and safe leave will be capped at a maximum of 40 hours.

8.5 Wellness Day

In addition to PSSLL, PTO, ETO, UTO, and/or scheduled time off (STM), Kindering also provides 1 Wellness Day per program year which is prorated for part-time employees. This day will not be rolled over but will be reset each September 1st.

8.6 Unpaid Personal Leave of Absence

After a regular full-time or part-time employee's first year of employment, Kindering may grant a request for an unpaid personal leave of absence for reasons that are not covered by other leave policies. Requests for an extended or unpaid leave of absence are considered on a case-by-case basis, taking into account your performance and length of service and Kindering's needs.

Unpaid leaves of absence must be continuous and cannot be taken intermittently or on a reduced schedule. Unpaid leaves of absence may not exceed 3 months total in any 12-month period.

You must notify your manager in writing of your need for a leave of absence at least 30 days prior to the requested start of the leave. The 30 days may be waived in emergency situations when the need for leave could not have been foreseen.

If leave is denied and you are absent from work without permission, or if you fail to return from a leave as scheduled, after 3 days it will be considered voluntary separation without notice.

You may request an extension by contacting your manager at least 2 weeks prior to the end of the first leave. Extensions can be granted in up to 30-day increments not to exceed 90 days of total leave time. Extensions are given at management discretion based on the same criteria under which the original leave was granted.

You may be required to provide documentation of the need for leave from your healthcare provider if medically related.

During your leave, health insurance will continue for up to 3 months. If you contribute to the cost of your health insurance, you must continue to pay your portion of the insurance premium while on leave. Failure to do so may result in cancellation of benefits. Prior to your leave, you must make arrangements with Human Resources to pay Kindering your portion of the insurance premium either in a lump sum in advance or on a regular monthly schedule during the leave. After 3 months, you may continue your insurance through COBRA.

Length-of-service hours for 403(b) employer match purposes will not accrue during the leave. If your leave extends into a new Kindering program year, your time off hours will zero out.

All available PTO and ETO must be used concurrently with this leave.

Scheduled time off (STM) for those following the early support calendar's closure days is included in the unpaid leave of absence. You will not be eligible for time off allocation while on leave. You will not be paid for holidays that occur during this leave. You may receive pro-rated PTO and ETO hours when you return.

8.7 Military Leave

Regular full- and part-time (i.e., non-temporary) employees who are members of the uniformed services, including the United States armed forces, reserves, National Guard, commissioned corps of the Public Health Service, Coast Guard and any other category designated by the President in time of war or emergency, may take a military leave of absence for any of the following types of service:

- Active duty;
- Active and inactive duty for training;
- Initial active duty for training;
- Full-time National Guard duty; and
- Examination to determine fitness to perform any of these duties.

Employees must notify their manager of membership in the uniformed services within a reasonable time upon accepting employment or becoming a member of the uniformed services.

Time off under this policy is without pay. Employees will be considered as having been on furlough or a leave of absence during the leave and will be entitled to participate in insurance or other benefits offered by Kindering in accordance with the established rules and practices regarding employee leaves of absence in effect at the time the employee is ordered to service.

Kindering will reemploy employees returning from military leave unless reemployment is impossible or unreasonable because of changed circumstances, reemployment presents an undue hardship for Kindering, or the position the individual held before leaving to serve was temporary. Unless one of these exceptions applies, Kindering will reinstate employees, provided that the:

- Leave does not exceed 4 years unless a period of additional service is imposed by law;
- Employee provides proper notice of the intent to return to employment with Kindering; and
- Employee provides a receipt of an honorable discharge, report of separation, certificate of satisfactory service, or other proof of having satisfactorily completed service.

Employees must notify Kindering of their intent to return to employment following military service in accordance with the following timing requirements:

- For individuals, whose period of service was fewer than 31 days, not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional 8-hour period;
- For individuals, whose period of service was more than 30 but fewer than 181 days, not later than 14 days after completion of the period of service;
- For individuals, whose period of service was for more than 180 days, not later than 90 days after the completion of the period of service; and
- For individuals hospitalized for or convalescing from an illness or injury incurred in or aggravated during the period of military service, up to 2 years from the date of injury.

Kindering may require documentation demonstrating that the employee has met advance notice requirements, has not exceeded the 4-year leave limitation and has not been dishonorably discharged. However, Kindering will not deny reemployment to an employee who fails to meet a documentation requirement if the failure occurs because such documentation does not exist or is not readily available at the time of the request. However, if documentation becomes available subsequent to reemployment that establishes that the requirements outlined above were not met, Kindering may terminate employment and any benefits provided.

Unless the Kindering's circumstances have so changed as to make it impossible or unreasonable to do so, employees returning from service will be reinstated to their prior position or a position of like seniority, status, and pay, as long as they are still qualified to perform the duties of that position. If an employee is unable to perform the duties of their prior position due to a disability sustained during military service but is qualified to perform the duties of another position, Kindering will reinstate the employee to the other position with like seniority, status and pay (or the closest approximation) consistent with the employee's circumstances.

An employee who is returning from military leave with the United States armed forces will not be terminated without cause for one year following the date of reemployment.

State Organized Militia

Employees who are members of the state-organized militia will be allowed a leave of absence of up to 12 weeks per calendar year when called to state-ordered active duty. When the Governor has declared a state of emergency necessitating a longer period of service, employees will be allowed up to 12 months of leave.

All employees who are members of the state organized militia and are called to active state service or inactive duty will be allowed to apply for job restoration, though reinstatement is only required for those whose military absence was under 3 months.

8.8 Family Military Leave

Employees who work 20 or more hours per week and have a spouse (including same-sex spouses and state-registered domestic partners) who is a member of the state military, or the armed forces of the United States, National Guard or reserves may take family military leave if, during a period of military conflict, the employee's spouse is notified of an impending call or order to active duty or is deployed.

Eligible employees will be allowed up to 15 days of leave per deployment, to be taken after the employee's spouse has been notified of an impending call or order to active duty and before deployment or when the spouse is on leave from deployment. Employees may not use leave after the deployment has ended. Employees are not required to use leave on a day when they are not scheduled to work. In addition, employees may split their 15 days leave between different periods of time (pre-deployment or while the servicemember is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

Employees must give Kindering advance notice of the intent to take leave within five business days of receiving official notice of the impending call or order to active duty, or of the spouse's leave from deployment. Employees may use any available accrued paid leave or take the leave as unpaid time off. Employees will be allowed to continue available group health benefits at their own expense.

Upon return from leave, employees will be restored to their prior position.

8.9 Pregnancy Disability Leave

Employees will be given a leave of absence for periods of sickness or temporary disability due to pregnancy and/or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

Kindering may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability *only*, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave.

Upon return, an employee who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless Kindering is unable to reinstate the employee for reasons related to business necessity.

If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on Pregnancy Disability Leave. Failure to do so may result in cancellation of benefits.

8.10 Family and Medical Leave (FMLA)

Kindering will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. In some cases, FMLA and state leaves will run concurrently.

Employee Eligibility

To be eligible for FMLA leave benefits, employees must: (1) have worked for Kindering for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 employees are employed by Kindering within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA leave, they should contact Human Resources.

FMLA may generally be used for one of the following reasons:

- The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- To care for the employee's own serious health condition.
- A "qualifying exigency," as defined under the Fed-FMLA, arising from a spouse's, child's, or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

Because Military Emergency Leave and Military Caregiver Leave are complex, may have longer leave terms available, and only apply to some of Kindering's employees, employees who believe they may be eligible for military leave based on their military status, or who have questions related to military leave should contact Human Resources for additional information.

Length of Leave

The maximum amount of FMLA leave is 12 workweeks in a 12-month period. The 12-month period for purposes of this policy, varies from individual to individual, begins on the date that you first take an FMLA-eligible leave, and continues for 12 months from

that date. If both spouses work for Kindering and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for baby bonding or to care for an immediate family member.

Under some circumstances, employees may take FMLA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule.

Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt Kindering's operations. Please contact Human Resources through Paycom [AskHere](#) prior to scheduling medical treatment. If FMLA leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee's request for intermittent leave is approved, Kindering may later require employees to obtain recertification of their need for leave. For example, Kindering may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA leave.

Notices and Certification

Employees are required to provide notice and/or certification as follows:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by Kindering's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days;
- Periodic recertification (upon request);
- Periodic reports during the leave;
- If leave is for the employee's own serious health condition, a return-to-work certification from the Health Care Provider.

Certification forms are available from Human Resources through Paycom [AskHere](#).

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Kindering's operation. Please contact Human Resources prior to scheduling planned medical treatment.

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, Kindering may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs. Employees may also choose to use PTO or sick time to the extent permitted by law and Kindering's policy and will not receive greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA leave.

Benefits During Leave

Kindering will continue making contributions to an employee's group health benefits during their FMLA leave on the same terms as if the employee had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents.

An employee's length of service as of the leave will remain intact, but some benefits will not generally accrue while on an unpaid FMLA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from Kindering is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, Kindering will take all available appropriate disciplinary action against such employee due to such fraud.

Nondiscrimination

Kindering takes its FMLA obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any employee for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

8.11 Paid Family Medical Leave Act (PFML) - Washington

Washington employees may be eligible to receive partially paid leave from work through a statewide insurance program. If you qualify, you may apply for up to 12 or more weeks of PFML leave in a 52-week period for the following reasons:

- To care for yourself or a family member during serious illness or injury;
- To care for a child following birth, adoption, or foster placement; or,
- For certain exigencies while an employee's spouse, child, or parent is on covered active military duty or has been called to covered active military duty, such as making childcare arrangements or attending school activities, attending military-related meetings and events, and planning for the family member's absence.
- For bereavement during the seven calendar days following the death of a child for whom you would have been otherwise eligible for this type of leave.

If you experience multiple events in a year, you may be eligible to receive up to 16 weeks of leave, and up to 18 weeks if you experience a serious health condition during pregnancy that results in incapacity. In some cases, PFML may be taken intermittently or on a reduced schedule basis, but you must have at least eight consecutive hours of leave in each week that you apply for benefits.

Eligibility for PFML benefits and leave, weekly PFML benefit amounts, the number of weeks of benefits and leave an employee may receive, and any required waiting periods under PFML are determined by the State of Washington. For more information and instructions on how to apply for PFML benefits, contact the Washington Employment Security Department or "ESD."

Employee Eligibility

Generally, employees who have worked 820 hours in four of the five calendar quarters prior to leave may be eligible to receive PFML leave. This includes hours you have worked for Kindering or for a different employer in Washington. All paid work counts toward 820 hours, including part-time, seasonal, and temporary work.

Job Restoration

Employees who take PFML leave are entitled to be reinstated to the same position, or an equivalent position with comparable benefits, pay, and other conditions of employment, only if: (1) Kindering meets the requirements for FMLA entitlements; (2) they have worked for Kindering for 12 months or longer; and (3) they have worked at least 1,250 hours for Kindering in the past 12 months. Otherwise, reinstatement is not guaranteed.

How to Request PFML Leave

To request a PFML leave from work, please submit a Leave of Absence (LOA) form to your manager that you will need to take time off from work for a PFML-qualifying reason as soon as you become aware of your need for leave. Generally, employees must provide Kindering with at least 30 days' notice, or as soon as practical, of their intent to take leave under PFML.

Additionally, employees **must** also apply for PFML through the Washington State Employment Security Department to receive this benefit. Please contact ESD at (833) 717-2273 or www.paidleave.wa.gov for more information on how to apply and notify Kindering that you have applied for PFML.

Taking PTO or Paid Sick Leave as a “Supplemental Benefit”

During PFML Leave, employees may choose to use PTO or Paid Sick Leave as a “Supplement Benefit” to supplement their partial income replacement during a PFML absence but are not required to do so.

Please note that you must report accrued PTO or Paid Sick Leave as a “supplemental benefit” to ESD. You should not report these wages to ESD as accrued benefits used for other reasons; if you do not report your accrued benefit wages as a “supplemental benefit,” ESD may reduce your PFML benefit amount. In no case may use of accrued benefits result in an employee receiving more than 100 percent of their regular weekly compensation.

Health Insurance Benefits During PFML Leave

If your PFML leave overlaps with Family Medical Leave Act (FMLA) leave for even one day, your health insurance will be maintained at the same level and under the same terms as if you had continued to work for the entire duration of your PFML leave.

However, if you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on PFML leave. Failure to do so may result in cancellation of benefits.

Coordination With Other Leaves of Absence

PFML does not run concurrently with workers' compensation leave. PFML may run concurrently with other leaves of absence, including FMLA.

8.12 Family Care Leave – Washington

In accordance with Washington's Family Care Act (WFCA), employees may use their choice of earned sick leave or other earned paid time off (e.g., PTO, or sick days) to care for a child of the employee with a health condition that requires treatment or supervision or to care for a spouse, state-registered domestic partner, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition.

When using paid time off for these purposes, the employee must comply with those terms of the applicable leave policy that do not conflict with the WFCA.

For purposes of this policy, the following definitions apply:

- "Child" - a biological, adopted, or foster child; a stepchild; a legal ward; or a child of a person standing in *loco parentis* who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability;
- "Parent" - a biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a child;
- A "health condition that requires treatment or supervision" (for which an employee may use paid leave to care for their child) - any medical condition requiring treatment or medication that the child cannot self-administer, any medical or mental health condition that would endanger the child's safety or recovery without the presence of a parent or guardian, and any condition warranting treatment or preventive health care that a parent must be present to authorize and when sick leave may otherwise be used for the employee's preventive health care.
- A "serious health condition" (for which an employee may use paid leave to care for an adult family member) - an illness, injury, impairment or physical or mental condition that involves: (1) any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or (2) continuing treatment by or under the supervision of a health care provider or a provider of health care services and that includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).
- An "emergency condition" (for which an employee may use paid leave to care for an adult family member) - a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one's health, which demands immediate action and is typically very short term in nature.

Kindering may require certification or verification from a healthcare provider.

8.13 Domestic Violence, Sexual Assault or Stalking Leave

Employees who are the victim of domestic violence, sexual assault or stalking, or whose family member is the victim of domestic violence, sexual assault, or stalking, may take reasonable leave from work to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members.
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking
- Attend to health care treatment for a victim who is the employee's family member
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault, or stalking
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking or
- Participate in safety planning, temporarily or permanently relocate, or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault, or stalking.

For purposes of this policy, a "family member" includes a child (including a biological, adopted, foster, or stepchild, legal ward or child for whom the employee stands in *loco parentis*, or in the place of a parent), spouse (including state-registered domestic partners and same-sex spouses), parent, parent-in-law, grandparent or person with whom the employee has a dating relationship.

When possible, employees must give Kindering notice of their intention to take leave for these purposes in advance. When advance notice is not possible because of an emergency or unforeseen circumstances due to domestic violence, sexual assault or stalking, an employee or someone on the employee's behalf must give notice no later than the end of the first day the employee takes leave.

Kindering may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the leave is being taken for one of the purposes described above. Verification may be provided by written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner.

Employees will not be required to provide additional information beyond this required verification, or information that would compromise the safety of the employee or their family member. Except as otherwise required or permitted by law, Kindering will

maintain the confidentiality of all information employees provide regarding this leave, including the fact that the employee or a family member is a victim or that the employee has requested leave for these purposes.

When taking leave under this policy, an employee may choose to use any available paid leave, such as PTO, ETO/UTO, and sick leave. Otherwise, the leave will be unpaid. Leave may be taken intermittently on a reduced work schedule or in a single block of time, as the circumstances warrant. During this leave, Kindering will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave.

The leave must be reasonable in duration, which will be determined by management and the affected employee, based upon the circumstances.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

Kindering will not terminate, threaten to terminate, suspend or in any manner discriminate or retaliate against an employee because the employee requests or takes leave in accordance with this policy, files or expresses an intent to file a complaint alleging a violation of Washington's law on leave for domestic violence victims, or participates or assists in another employee's attempt to exercise rights under that law

8.14 Bereavement Leave

If a death occurs in the employee's immediate family the employee may take up to three working days of paid leave following this death. The immediate family includes an employee's spouse, state-registered domestic partner, child, parent, sibling, parent-in-law, grandparent, or grandchild and person living in the same household in a relationship substantially equivalent to marriage.

An employee request for bereavement leave must be submitted to HR as soon as possible. You will need to inform your manager what days you choose to take off, these days do not have to be consecutive. The employee will add those bereavement days to their timecard. If unable to, the employee's manager may also edit their timecard with the correct days and pay code. HR will review before payroll submission.

Each bereavement instance will be treated separately. Kindering reserves the right to request documentation regarding the passing of a family member.

8.15 Jury and Witness Duty Leave

We encourage employees to serve on jury or witness duty when called. Employees must notify their manager of the need for time off for jury or witness duty upon receipt of a subpoena, notice or summons from the court. If you are summoned for jury duty or

are subpoenaed to appear as a witness, present a copy of the summons or subpoena to the HR Department through Paycom [AskHR](#) as soon as possible.

Kinderling will pay the wages you would have been paid up to a maximum of five workdays for time spent in jury duty. You must report to work during your regular hours if you are not required to remain at court. If you are subpoenaed to appear in court as a witness, you will be given unpaid time off to appear unless you are called on behalf of Kinderling as a witness. If Kinderling calls you as a witness, the time spent testifying will be paid.

Exempt employees will not have a deduction to your salary when you are required to miss a portion of a workweek due to required attendance as a witness or while on jury duty.

After five days, employees can utilize PTO or ETO when they are a witness or on jury duty if they chose to.

Kinderling will comply with all state laws regarding pay for jury leave.

8.16 Time Off to Vote

Kinderling encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Generally, working hours are such that an employee will have ample time to cast a vote before or after work. If employees do not have sufficient time to vote outside of working hours, they should discuss this matter with their manager. Kinderling will comply with all applicable state and municipal voting laws.

9 Safety and Security

9.1 Staff Mandated Reporting of Abuse/Neglect

Child abuse, neglect, or exploitation will not be tolerated for any reason. The physical and emotional well-being of children in Kinderling's programs is our top priority. Employees will be dismissed for any instances of neglect or abuse, violation of client rights, or failure to report their knowledge of neglect or abuse on the part of any parent, employee, or volunteer. Behavior management techniques shall not include any forms of corporal punishment.

Kinderling employees, interns, volunteers, are required by law to immediately report all suspected cases of child abuse or neglect to Child Protective Services (CPS) or law enforcement and in no circumstance later than 48 hours after becoming aware of said suspected conduct. If you suspect a crime occurred, such as sexual abuse or a potentially life-threatening situation, you must contact law enforcement immediately. As a mandated reporter, you must call CPS directly to make a report whenever there is reasonable cause to believe a child has suffered abuse, neglect, or abandonment. If you are uncertain whether to call, please consult with a Kinderling Infant Mental Health

Specialist or our Chief Program Officer or, when in doubt, call the CPS hotline directly at 1-800-609-8764 (daytime) or 1-800-562-5624 (after hours) to inquire about a given situation.

You are required to file a CPS report for EACH incident of suspected abuse or neglect.

Reports should be made prior to contacting the child's family. It is the responsibility of the CPS caseworker to notify the family of the referral unless assistance in doing so is requested by CPS.

You are under no obligation to discuss the situation with the family, and in some circumstances, the best practice may require that you do not discuss the situation, but when in doubt discuss further with your manager.

Employees must fill out Kindering's CPS Report Form when making a call and provide to Kindering's Chief Program Officer as soon as possible.

Remember to remain calm and focus on the facts as you know them. You will need to provide the following information to authorities.

- Your name, telephone number, and relationship to the child.
- The child's name, birth date, and address.
- Parent's name, address, and phone number.
- The nature of the child's disabilities, if any.
- Information on the situation, including all physical and behavioral indicators, observed.
- A description of the injury, neglect, or threatened harm to the child.
- Any other relevant information concerning the child and family, such as language, culture, disabilities of the parent, etc.

After completing the referral to CPS, provide a copy of the CPS Report Form to the Chief Program Officer. You must document the CPS referral on the "Accounting of Disclosures" form in the child's file and notify the child's Family Resource Coordinator.

The Chief Program Officer will inform any applicable contracted agencies within the timeline outlined in those contracts (e.g., King County or Snohomish County Division or Developmental Disabilities).

9.2 Workplace Violence

The safety and security of employees is of vital importance to Kindering. Therefore, Kindering has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse, and/or coercion - that involve or affect employees or that occur on Kindering's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of Kindering, including, but not limited to, employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, volunteers, visitors, and anyone else on the Kindering's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered, or a hostile, abusive, or intimidating work environment is created for one or several employees.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment, or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a manager or Human Resources.

9.3 Weapons in the Workplace

Kindering strictly prohibits employees, or any other person providing services to Kindering or located on Kindering's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by Kindering or occupied by groups of employees or persons providing services to Kindering. Unless this prohibition is contrary to state or local law, the workplace specifically includes Kindering parking areas. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles, and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

9.4 Workplace Bullying

Kindering does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats, or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, and harmful derogatory remarks, insults, and epithets;
- Verbal or physical conduct that is threatening, intimidating, or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing, or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager, or other device that transmits electronic information, regardless of whether the device is owned by or located at Kindering or connected to the Kindering network. Cyberbullying is also prohibited.

Employees who are subject to, or witness, workplace bullying are encouraged to notify Human Resources immediately. Kindering will promptly investigate the complaint. Kindering will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

Kindering strictly prohibits retaliation against an employee for making a good faith claim of bullying or for participating in good faith in an investigation of bullying.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

9.5 Alcohol and Drug-Free Workplace

Kindering strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to their co-workers and the public to deliver services in a safe and conscientious manner. For these reasons, Kindering has adopted a policy that all employees must report to work and remain completely free of alcohol, illegal drugs, cannabis or non-prescribed or prescribed prescription drugs.

Drug Use/Distribution/Possession/Impairment

Kindering strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. **Marijuana/cannabis remains illegal as a matter of federal law and therefore its use, possession, or impairment while working violates this policy.** Kindering will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

The Drug-Free Workplace Act requires you to notify Kindering if you are convicted of a criminal drug statute violation occurring in the workplace no later than 5 days after such conviction. Within 30 days of such notice, or from the date Kindering receives actual notice of the conviction, Kindering will take appropriate disciplinary action.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Kindering premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance. Alcohol may only be consumed at Executive Team preapproved events. Public money may not be used to purchase alcoholic beverages.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a manager or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

Kindering reserves the right to transfer, reassign, place on leave of absence, or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. Kindering will comply with all

requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

9.6 Drug and Alcohol Testing

If an employee is involved in a serious accident or near-serious accident, sustains a serious injury or near-serious injury, contributes to any accident or injury, or if facts, circumstances, physical evidence, physical symptoms, or a pattern of performance or behavior causes an employee or manager to suspect another employee has used or is under the influence of alcohol, drugs, or a controlled substance, the employee or manager should immediately contact Human Resources. If Kindering determines there is reasonable cause to believe the employee has used or is under the influence of alcohol, drugs, or a controlled substance, the employee will be asked to go to the designated collection facility for testing.

A serious accident occurs whenever there is a serious injury or damage to Kindering property. A serious injury occurs any time an employee receives medical attention for an injury requiring treatment beyond simple first aid (e.g., applying a Band-Aid). Employees are required to immediately report all accidents to a manager. Failure to report an accident may result in discipline, up to and including termination.

If an employee tests positive for alcohol or illegal drugs, they will be subject to discipline, up to and including termination. In addition, any employee who refuses to go to the collection facility, refuses to provide samples for testing, or who tampers with or attempts to tamper with a sample will be presumed to be under the influence of alcohol or illegal drugs and will be disciplined, up to and including termination.

Employees may be placed on suspension pending test results. Suspension may be unpaid if test results are positive. Suspension may be paid if test results are negative.

9.7 Tobacco-Free Workplace

Kindering prohibits the use of any tobacco-related products in all Kindering owned, rented, or leased properties. Additionally, smoking is prohibited in the homes of our clients during home visits or when there is other direct contact with clients. Those employees who choose to smoke must do so outside our facilities during non-work times. Smoking is prohibited within 25 feet away from work areas.

Examples of tobacco-related products include, but are not limited to, any form of cigarettes, e-cigarettes, cigars, pipe tobacco, and chewing tobacco. Products specifically used to aid in quitting smoking are excluded.

This policy applies to all persons in Kindering facilities, including employees, clients, visitors, contractors, subcontractors, temporary agency workers, and vendors.

9.8 Cell Phone Use/Texting While Driving

Employees are expected to put safety first. The purpose of this policy is to ensure the safety of employees, other motorists and Kinderling property. Therefore, cell phones should not be used while driving. If an employee receives a call on a cell phone while driving, they must pull over safely, and park before answering a call, or use a “hands free” phone. Furthermore, if an employee needs to make a call, they must also pull over safely, and park before making a call, or use a “hands free” phone. Employees also may not send or review text messages while driving.

Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Kinderling-issued cell phones or smartphones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

9.9 Driving for Kinderling Business

Employees who are required to drive for Kinderling business are covered under this policy. This policy does not apply to those who drive from their home to work and from work to home.

Employees who regularly drive for business or to various Kinderling locations must provide their current personal automobile insurance policy at the time of hire and when their insurance coverage has changed or been renewed. The employee’s personal automobile collision comprehensive and liability insurance will serve as primary. Kinderling auto insurance comes into effect secondarily.

Employees are expected to comply with all local, state, and federal laws while driving a personal vehicle for business purposes. Employees are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe operation of the vehicle, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Employees will be responsible for all liabilities, fines, etc. that result from such traffic and parking violations to the extent permissible under the law.

Kinderling will reimburse employees for business use of their personal vehicle at the established IRS mileage rate or by some other mutually agreed upon method. Kinderling will reimburse employees for miles driven more than their ordinary commute to a Kinderling location.

Any employee accidents that occur while driving on Kinderling business, regardless of severity, must be reported immediately to the police and to Human Resources. Incidents involving injury or property damage may require a drug/alcohol test.

9.10 CPR and First Aid Training

Kindering offers onsite CPR and First Aid training for employees who require this training for their job. Employees who choose to attend training off-site will be reimbursed the set amount that would have been paid had the employee attended the onsite training at Kindering. Employees need to submit a receipt for payment and a copy of the card indicating course completion to the Human Resources Coordinator.

Kindering supplies emergency procedure plans and materials for situations such as an active shooter, earthquake, fire, or lockdown. These plans and materials can be accessed via FileShare and are kept up to date by Kindering's Facility and Operations teams.

9.11 Immunizations

At Kindering, we serve a very vulnerable population that is especially vulnerable to serious illnesses such as measles, pertussis, varicella, and more. This includes infants too young to be immunized, medically fragile children, and other children who may be unimmunized. Following the advice of King County Public Health, employees should obtain their own immunization records and provide this information to Kindering for their personnel files. New employees are requested to submit their records within the first 90 days of employment.

If anyone (employee, children, families, volunteers, interns, etc.) connected with Kindering is exposed, Public Health will guide the decision about exclusion and may require those without proof of immunization or immunity (including those who have waived immunizations for any reason) to be excluded from Kindering activities.

In the event of exposure or an active case of a serious illness, an employee without evidence of immunity may be required to take a leave of absence, obtain immunity, request an exemption, or if possible, work from home. Employees may be required to use their PTO and/or ETO during this time.

If born before 1957, you do not need to provide proof of immunity to measles, mumps, or rubella but should provide proof of other immunizations. All other employees should provide official immunization records or evidence of immunity via a blood test to prove immunity. In addition to providing Kindering with a copy of your immunization records, employees are requested to adhere closely to our illness policies and be aware of the signs and symptoms of COVID-19, measles, and other conditions. Employees must also comply with any temporary health and safety policies.

Employees that work in programs must also follow the policies and procedures established in the "Infectious Disease Control Guide for School Staff" as provided and updated by OSPI (Office of Superintendent of Public Instruction) and follow the illness policy in the parent handbook.

9.12 Inclement Weather/Office Closing

When hazardous or severe weather occurs, Kindering will decide whether to close or delay opening. If Kindering closes, all employees are expected to work from home to the best of their ability. Nonexempt employees will be paid for all hours worked and in accordance with applicable law. Exempt employees will receive their normal pay for partial day absences.

The following information is provided as typical, but Kindering ultimately makes the decision for each campus as conditions can vary or schools can be closed for other reasons that do not affect Kindering.

Kindering Bellevue *generally* follows **Bellevue School District's** closures and delay schedule.

- Newsline 425-456-4111 or www.bsd405.org
- If Bellevue's elementary schools are closed, Kindering Bellevue will also be closed.

If Bellevue's elementary schools are 1 to 2 hours late, Kindering Bellevue will open at 11:00 A.M. Classes and therapies scheduled to begin in-person before 11:00 will be canceled and offered virtually if possible. Classes and therapies scheduled for 11:00 and after will resume their normal schedule.

Kindering Bothell *generally* follows **Northshore School District's** closures and delay schedule.

- Newsline 425-408-6001 or www.nsd.org
- If Northshore's elementary schools are closed, Kindering Bothell will also be closed.
- If Northshore's elementary schools are 1 to 2 hours late, Kindering Bothell will open at 11:00 A.M. Classes and therapies scheduled to begin in-person before 11:00 will be canceled and offered virtually if possible. Classes and therapies scheduled for 11:00 and after will resume their normal schedule.

Kindering Renton *generally* follows **Renton School District's** closing and delay schedule.

- Newsline (425) 204-2300 or <https://www.rentonschools.us/>
- If Renton's elementary schools are closed, typically Kindering Renton will also be closed
- If Renton's elementary schools are 1 to 2 hours late, typically Kindering Renton will open at 11:00 A.M. Classes and therapies scheduled to begin in-person

before 11:00 will be canceled and offered virtually if possible. Classes and therapies scheduled for 11:00 and after will resume their normal schedule.

Kindering Redmond *generally* follows **Lake Washington School District's (LWSD)** closures and delay schedule. Any Together Center closure is also factored into any closure or delay.

- Newsline 425-936-1200 or www.lwsd.org
- If Lake Washington's elementary schools are closed, Kindering Redmond will also be closed.
- If Lake Washington's elementary schools are 1 to 2 hours late, Kindering Redmond will open at 11:00 A.M. Classes and therapies scheduled to begin in-person before 11:00 will be canceled and offered virtually if possible. Classes and therapies scheduled for 11:00 and after will resume their normal schedule.
- If LWSD is open but Together Center is closed due to parking lot or building conditions, employee will be notified via email of Kindering Redmond operating status.

Other ways to know of inclement weather closures and delays

- Kindering's emergency text system should alert you
- Kindering's main phone voicemail greeting may include closures or delays
- Check <http://flashalert.net/>. You can set up automated notifications.
- KIRO Radio 710 AM/100.7 FM
- KOMO 4 News 206-443-4145; KING 5 News 206-448-5555; KIRO 7 News 206-728-7777

If the facility is open during inclement weather

When the facility is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to their manager at the earliest possible time.

- **Employees should never take unnecessary risks to report to work in unsafe conditions. Please continue your work virtually as appropriate. If you need to take time off, please be in communication with your manager.**
- For home visits in inclement weather, use good judgment and communication with the family and your manager to reschedule. If you are reluctant to drive in threatening weather or during a natural disaster, you are encouraged to provide services virtually or carpool with others whose vehicles might be better equipped to manage adverse conditions or use public transportation.

- Employees will be required to use accrued PTO or ETO/UTO on days when Kindering is open, but the employee does not report to work because of inclement weather and cannot work virtually.

9.13 Solicitation

We desire to conduct our operations in an orderly and efficient manner. We believe our employees and clients should have the opportunity to work without interference from individuals who are pursuing a purpose not related to our normal business. With this in mind, we have established the following rules.

Except at business-related Kindering-sponsored events, solicitation, and distribution of literature on or using Kindering property by non-employees is prohibited. Non-employees are prohibited from coming on Kindering premises for any of the following purposes: fundraising; to solicit, survey, or petition employees or clients; or distributing literature or other similar materials. Kindering prohibits non-employees from entering Kindering premises to solicit support, proselytize, distribute literature, or sell products or services. Kindering has the right to contact local law-enforcement authorities to take action against non-employees who trespass on Kindering property. Employees should contact Human Resources to report non-employee violations of this policy. Non-employees may solicit or distribute literature in public spaces outside of Kindering premises.

This policy does not apply to independent contractors and invited guests distributing literature associated with approved training programs.

Kindering employees are prohibited from engaging in solicitation or distributing any form of literature or other material during work time or in their work areas that is not related to Kindering's business purpose and authorized by management. "Work areas" include spaces in which employees' work is performed.

Employees are also prohibited from soliciting other employees for any cause during their assigned work time. For this purpose, "work time," means time when either the soliciting employee or the employee who is the object of the solicitation is expected to be engaged in their assigned work.

Kindering does not interfere with, restrain, or coerce employees in exercising their rights under federal or state labor laws. We allow employees to solicit coworkers during any period of nonworking time as long as employees do not disrupt or interfere with ongoing Kindering operations or harass other employees.

Employees wishing to offer direct sales programs or fundraising opportunities to coworkers must receive pre-approval from managers and cannot occur during work time or within work areas. Kindering families may not be approached to participate in direct sales programs. Managers are not permitted to conduct fundraising or other non-union solicitation with employees they supervise. Kindering email, telephones, and other

communication systems may not be used for unauthorized fundraising or sales communications outside the scope of Kindering fundraising efforts.

9.14 Right to Search

Kindering wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Kindering prohibits the control, possession, transfer, sale, or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks and other storage devices are provided for the convenience of employees but remain the sole property of Kindering. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Kindering at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving the organization's premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including bags, handbags, backpacks, etc.

9.15 Video or Audio Recording by Clients

Many clients have security cameras in their homes and on their property. We must always conduct ourselves as if we are being recorded regardless of consent.

Kindering employees are not to be recorded while performing their duties without their written permission. Families must not audio record, video, or photograph Kindering employees while performing their duties without their written consent. This includes, but is not limited to, overtly or covertly recording Kindering employees, recording teleintervention or treatment sessions, and posting on the internet or social media.

If families want a video record of a session and do not have the Kindering provider's consent, the family member may be recorded working with their own child instead. If the family member or caregiver is reminded that they must not record and they persist, employee will:

- Not continue the session;
- Remove themselves from the situation;
- Contact their manager to inform them of the situation;
- Immediately document the incident and the events that occurred, including the warning provided; and

- Contact their manager to alert them of the existence of the video or audio footage.

9.16 Visitors in the Workplace

We welcome and encourage guests to visit our facility and observe Kindering in action. Guests may include employee relatives, friends, board members, consumers, and community groups. To ensure the safety of our children and minimize work disruptions, visitors will be scheduled for tours in advance and must be approved. Upon arrival, visitors must be accompanied by an employee while in the Kindering facility and grounds.

9.17 BYOD and Telecommute

Overview

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. Although not all jobs can be performed satisfactorily from other locations, Kindering recognizes that, in some cases, telecommuting arrangements can provide a mutually beneficial option for both Kindering and employees. All telecommuting arrangements at Kindering must be approved by management and Human Resources in advance.

Eligibility

Before entering into any telecommuting agreement, the employee and manager, with the assistance of Human Resources, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. Not all jobs can be performed from off-site locations. In general, positions requiring face-to-face interaction with clients and office personnel are not suitable for telecommuting arrangements.
- Equipment needs, workspace design considerations, and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Arrangement Expectations

While employees and managers have the freedom to develop arrangements tailored to employee and departmental needs, the following basic requirements must be met:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on Kinderling premises.
- The workweek for all full-time regular employees is 40 hours, divided into five days, Monday through Friday, with employees generally scheduled to work eight hours per day.
- Employees must be available to their managers and co-workers during core work hours. Core work hours are between 8 am – 5 pm.

Equipment

This policy defines the standards for connecting to Kinderling's resources, including email, from any personally owned device (BYOD). These standards are designed to minimize Kinderling's exposure to damages that may result from unauthorized or improper use of resources associated with using a personally owned device or working off-campus.

This policy covers all personal equipment used to remotely connect to Kinderling's network or to receive emails, text messages, or any other form of communication associated with work-related activities performed by employees, interns, or volunteers (users).

Employees with Kinderling-issued equipment having internal internet connectivity should not use personal devices to access Kinderling's network.

Device and Access Requirements:

- Full encryption is required for all devices. Encryption must meet Kinderling's standards (Minimum of 128-bit AES Encryption).
 - Encrypting a device is basically password protecting the storage area in the device with a key that is at least 128 characters long. Many newer operating systems come with the ability to protect data with encryption while giving the user a smooth experience; since the key is linked to their username and login it automatically decrypts and encrypts when accessing files. When a device is encrypted, if the files are accessed without the username and password (or the key) the information on the device is not readable.
- A private, restricted user account is required when applicable.
 - Using a private account for work helps keep your personal information separated from work information. If your device is

compromised, this will help protect work access information and assist with preventing a HIPAA violation. This will also reduce the potential of personal and private information needing to be accessed and included in reports when a breach is being investigated.

- Passwords, where applicable, must be complex with a minimum of 10 characters. All devices are required to use a password or passcode to access them.
 - The use of fingerprint or retinal/facial scans to secure a device is also permitted.
 - The use of voice commands to unlock a device is not permitted.
 - A complex password means it must use at least one of each type of character: number, lower case letter, upper case letter, and symbol.
- Regular security updates must be performed by the user a minimum of once per month.
 - For Windows devices, security updates can often be set to automatic to ensure all the latest patches are applied when available. Otherwise, the user can manually run the software update application.
 - For Mac devices, all security updates must be applied through the App Store update feature or device system update. The latest version of Mac OS X is required. Older versions often have major security flaws that Apple only patches with the new OS X version.
- All Windows, Mac, Linux, Chrome, and Android OS devices are required to have professional-level antivirus.
 - Windows Defender is an acceptable professional-level antivirus that comes with all newer Windows Operating Systems.
 - Mac devices that are protected by being tethered to Apple are acceptable. Tethered means any software loaded onto the system must be pre-approved by Apple and come through their store. Tethering protects the device from being compromised by installing unauthorized software. “Jailbreaking” is when a Mac is untethered from Apple servers and allowed to install any software from any source. This is not permitted.
- Computers are required to automatically lock within 15 minutes when idle. Smartphones and tablets must lock within 2 minutes.

- An annual checklist must be completed and submitted to the HIPAA Security Office to continue using the device for access to Kindering's network and email.
- The device must be owned by the person using it to connect to Kindering's resources. Leased or borrowed devices are strictly prohibited.
- An authorized VPN (Virtual Private Network) connection is required for access to all resources, except for encrypted email connections.
 - Microsoft Remote Desktop uses a VPN to connect.
 - WatchGuard VPN is available for Kindering owned devices.

Using a Personally Owned Cell Phone

A personally owned cell phone, used for business, should only be used to contact clients using a Kindering-sponsored Microsoft Office or G12 app. The G12 app offers a safe and secure means for employees to call and text clients using their personal cell phone with their Kindering phone number. Kindering has invested in the G12 system to support the efficiency and desire of employees to use their personal cell phone to call or text clients. We do not reimburse for the use of a personal cell phone for work.

Equipment Clause

Employees agree to provide a secure location for Employer-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Employer business. All equipment, records, and materials provided by the Employer shall remain Employer property. Employees agree to allow Employer reasonable access to its equipment and materials. Employees agree to return equipment immediately upon Employer's request at any time (and, in any event, before Employees' employment with Employer ends) all equipment and materials belonging to Employer in Employees' possession or control. Employees will establish and maintain an appropriate work environment that complies with all Employer policies and applicable law. Employees with desktop computers and monitors agree to only conduct work at an Employer Facility or using approved equipment and connections at their remote worksite. Employer will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, for repairs or modifications to the home office space, or for any costs associated with Employee establishing or maintaining one or more Remote Worksite.

Remote Access and Use

Any device authorized or used to access Kindering's resources is not permitted to use an open secure/unsecured access point (Public WIFI). This includes when not accessing Kindering's network (Remote Desktop, VPN) or email service since the

device could be compromised while on the open network giving it the ability to access Kindering's information the device is able to access.

Open (pubic) WIFI units like those found in coffee shops, provided by a city, and at libraries pose a high risk to anyone accessing them since they can monitor and record all traffic sent through them. In addition, since the communication between the device and open WIFI is not secure, malicious users and/or software may compromise any device on the network. It is highly recommended that you never use an open WIFI unit with your device. You must never use an open WIFI to access Kindering's network.

At no time will the device be altered to inhibit Kindering's ability to identify and track the device.

Downloading, printing, or storing confidential Kindering or client information on a personal device or external media is strictly prohibited. There can be legal ramifications for storing confidential and/or HIPAA-protected information on a personal device or printing it.

Risk Management/Reporting Requirements

Loss, theft, destruction of device, security breach, or any other situation that compromises the integrity of the device must be reported to the HIPAA Security Office within 24 hours with a full report submitted within 48 hours.

Replacing a unit requires that all usernames, access programs, emails, calendar events, files, folders, and any other electronic means used for accessing Kindering's network resources and emails or performing work for Kindering are wiped from the original unit using a professional-grade wipe of the storage device (hard drive, static drive, etc.). For the safety of the user, it is highly recommended that the original storage within the device be replaced and destroyed to ensure no access to any data it contains.

Upon termination, all personally owned devices must be wiped of all usernames, access programs, emails, calendar events, files, folders, and any other electronic means used for accessing Kindering's network resources and emails.

Authorization

Employees grant unrestricted authorization to Kindering and its associates to track, record, and store any personal data at Kindering's discretion to ensure compliance and satisfy reporting requirements.

This information consists of but is not limited to, MAC address, usernames, OS version, antivirus, physical location, and encryption keys.

The only data Kindering is authorized to collect is information required to meet Kindering, county, state, or federal government's requirements to identify and mitigate any security breaches, to meet reporting requirements, investigate/report a data breach,

investigate/report a violation of policy, maintain accurate records, and as required to be recorded by law.

Authorization is also granted to make any necessary modification to the device to ensure it can safely and securely access Kinderling's electronic resources.

Liability

Employees are required to ensure the device continually meets or exceeds all requirements **and may be liable for any breach that may occur from the use of a personal device.**

User agrees to release Kinderling from all liability associated with the use of any personal device for work related activities, including software or hardware issues or exposure of private information that may arise as a result of modifications or inspections made to the device by Kinderling to allow it to securely access network resources or maintain accurate records.

Failure to comply, implement, or keep current the above requirements may leave Kinderling vulnerable to unauthorized access to confidential or HIPAA-protected information. Users who do not comply may be held liable for legal expenses that result from unauthorized access and subject to disciplinary action up to and including termination of employment.

Definitions

Encryption means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key.

Access means the ability or the means necessary to read, write, modify, or communicate data or otherwise use any system resource.

Device means any electronic computing equipment, such as a laptop or desktop computer, smartphone, tablet, or any other device that performs a similar function and stores or accesses electronic media.

Resources mean the use of any part of Kinderling's electronic network, such as electronic files and folders, databases, programs, intranet, internet, websites, printers, scanners, email, and phones.

Breach of Security means any situation wherein unauthorized access is gained to a device or account used to access Kinderling's electronic resources. Examples: antivirus notification of a virus infection and unauthorized physical access to equipment.

9.18 Network Use and Remote Access

Participation in a remote access program may not be possible for every employee/contractor. Kindering will extend remote access privileges to employees and contractors as needed.

Purpose

The purpose of this policy is to define standards for connecting to Kindering's network from any device. This includes access through Kindering Remote Web and Virtual Private Networks, Workstations, and privately owned devices. These standards are designed to minimize the potential exposure to Kindering from damages that may result from unauthorized use of Kindering resources. Damage includes the loss of sensitive or confidential data, intellectual property, damage to public image, damage to critical Kindering internal systems, etc.

Scope

This policy applies to all Kindering employees or contractors with a computer, workstation, or any other device used to connect to Kindering's network.

This policy applies to all connections used to perform work on behalf of Kindering, including but not limited to reading and sending email and viewing internet web resources. Access implementations covered by this policy include, but are not limited to, dial-in modems, ISDN, DSL, VPN, SSH, cable modems, and any other method by which you have access to the Internet or Kindering's Network.

General

- A. All Kindering policies and internal procedures which apply to the use of computer systems on-site are also applicable when using the system remotely.
- B. Employees issued Kindering property for remote use will keep it in a secure location, and will not use, or allow others to use such equipment for purposes other than Kindering business. All equipment, records, and materials provided by Kindering remain Kindering property. Employees agree to allow Kindering reasonable access to equipment and materials. Employees agree to return equipment immediately upon Kindering's request at any time and before the employee's employment ends.
- C. Employees will establish and maintain an appropriate work environment as their remote worksite in compliance with Kindering's policies and applicable law. Kindering is not responsible for costs associated with the setup of the employee's home office in any way or for any costs associated with an employee establishing or maintaining more than one approved remote worksite.

- D. Equipment Liability: Kindering employees/contractors assigned Kindering-owned computers for the purpose of remote access are responsible to care for and secure the equipment from theft, unauthorized use, and prying eyes.
- i. Equipment may not be left unattended.
 - ii. Employee/Contractor is responsible for the protection of the computer(s) and fully responsible for any damage that may occur to the unit as a result of use that is beyond normal wear and tear.
 - iii. Damage is defined as:
 1. Harm caused by viruses due to employees/contractors' negligence in updating virus protection, failing to notify the IT Department of issues with the system, failing to keep the operating system updated, downloading files, or allowing files to be placed onto the system by any means which result in a virus infection.
 2. Any physical harm to the system other than normal wear and tear.

Requirements

- A. At no time should any employee/contractor provide their login and email password to anyone, including family members.
- B. Employees/contractors with remote access privileges must ensure their computer or workstation that is remotely connected to Kindering's network is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user. Free wireless access points like the ones found in many coffee shops, for example, are not under the control of the user (you are not able to decide who can access the network) and may not be used to access Kindering's network or email services.
- C. All computers connected to Kindering's internal network via remote access must use the most up-to-date antivirus signatures and an approved firewall configuration; this includes personal computers.
- D. Downloading attachments that contain confidential client information onto a non-agency workstation (including computers that may be used to access email through the web) is strictly prohibited.
- E. Sensitive or protected information will not be viewed on workstations where others are capable of viewing such information.
- F. Users must password-lock or log off the Kindering network prior to leaving any computer used to access Kindering's network or email services.

- G. Any network used for remote access must be password protected. If a network does not ask you for a password when you first connect it is not encrypted and must not be used to access Kindering's network or email services.
- H. Printing information from remote access is limited to information that is not sensitive or protected. If printing protected client information, send it to a local printer at Kindering, which can be accessed upon returning to work. New printer technology allows some printers to remember what you are printing and may allow access to that information for an extended period of time. Anyone who has access to the printer can reprint your documents.
- I. You will not allow anyone to modify a device under your control that is used to access the Kindering Network in a way that will not allow the device to be identified by Kindering. All devices have a unique identifier that allows Kindering's network to identify them. This identifier must not be modified or changed. If you are unsure about any changes being made to your computer, phone, PDA, etc., please contact the IT Department.

Non-compliance

Failure to comply, implement, or keep current the above requirements may leave Kindering vulnerable to unauthorized access to our patient electronic records. Remote access users who do not comply may be held liable for loss and legal expenses that result from this unauthorized access and also may be subject to disciplinary action, up to and including termination of employment.

10 Leaving Kindering

10.1 Separation of Employment

While we hope your employment with us will be long and mutually rewarding, the length of that employment is not for any fixed term and may be terminated either by you or Kindering, at any time, for any reason (with or without notice or cause). Kindering employees are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of an employee's employment.

Employees may leave Kindering for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are managed fairly, efficiently and in compliance with applicable federal and state laws.

Employees are required to return all Kindering property in their possession or control at termination of employment. When allowed by applicable laws, Kindering may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to Kindering can be copied for the employee's use.

Kindering may also take all action deemed appropriate to recover or protect Kindering property.

Kindering encourages reasonable advance notice of anticipated separation. We reserve the right to negotiate an end date that is in the best interest of Kindering, our clients, and families.

If you plan to leave Kindering, here are some things to keep in mind:

- Your separation date will be the last day worked or the last day of an approved leave of absence.
- PTO may not be used to extend the separation date to a future date.
- Your PTO will be prorated based on your separation date and will be paid out up to 40 hours if the following conditions are met:
 - You provide a minimum 30 calendar day notice, or your separation date is negotiated with your manager based on Kindering's business needs.
 - You will continue to work as normal and at the same quality/standard as before. If there are transitional tasks to be completed before your separation, work with your manager to get those completed.
 - Use of PTO or ETO during the last 30 days of employment is negotiated with your manager or is mandated under Washington sick leave.
 - Your separation is voluntary or is due to layoff or lack of work.
 - You continue to abide by all Kindering policies and procedures up through your last day.
 - Employees who transition to a PRN role will qualify for PTO payout if they meet these terms, however they will no longer receive PTO in their new role but instead receive PSSL.

10.2 References/Verifications of Employment

All requests for references must be directed to Human Resources. No other person or department is authorized to release references for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held, unless otherwise agreed and authorized in writing.

Kindering's policy is to provide confirmation of employment dates, and job title. Release of any other information regarding employment requires prior authorization and is at your manager's discretion.

10.3 Exit Interviews

Exit interviews help us improve and better understand employee concerns. Regardless of the reason for termination of employment, Kindering may request that you participate in an exit interview. A Human Resources representative will contact the separating employee to conduct the exit interview.

If we have not requested an exit interview and you wish to schedule one, please contact Human Resources.

10.4 Return of Kindering Property

Employees must return all Kindering property (e.g., computers, passwords, ID badges, keys, credit cards, etc.) that is in their possession or control at termination, resignation, retirement, or layoff or immediately upon request. When allowed by law, and following applicable law, Kindering may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to Kindering can be copied for the employee's use. We may also take all action considered appropriate to recover or protect Kindering property.

Employee Handbook Acknowledgement and Receipt

I acknowledge that I have received and read a copy of the Kinderling Employee Handbook. I understand that the Handbook sets forth the terms and conditions of my employment with Kinderling as well as the duties, responsibilities, and obligations of employment with Kinderling. I agree to abide by and be bound by the rules, policies, and standards in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with Kinderling is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or Kinderling. **I further acknowledge that only the CEO or their authorized representative has the authority to enter into an agreement that alters the fact that my employment with Kinderling is at-will. Any such agreement must be in writing and signed by the CEO or their authorized representative.**

I further acknowledge that Kinderling reserves the right to revise, delete and add to the provisions of the Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures in this Handbook should be construed as interfering with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

Employee Signature

Print Name

Date