

KNOXVILLE CENTER OF THE DEAF, INC.
K C D
P E R S O N N E L P O L I C I E S

THE BOARD OF DIRECTORS MAY CHANGE THESE POLICIES AT ANY TIME, IN ITS SOLE DISCRETION TO MEET ITS LEGAL OBLIGATIONS OR TO MEET CHANGING OR UNUSUAL CIRCUMSTANCES.

I. RESPONSIBILITY

The Executive Director is hired by and accountable to the Board of Directors for the implementation of all operations, programs and policies. The Executive Director manages the day-to-day operations of KCD in accordance with the policies and procedures set by the Board of Directors. The Board empowers the Executive Director to recruit, select/hire, assign, evaluate and terminate all staff. With the personnel committee of the Board, the Executive Director reviews and recommends changes in employment and personnel policies.

The Executive Director has responsibility for administering the written personnel policies that have been approved by the Board of Directors. Exceptions to these policies may be made only by the Executive Director after approval by the Board unless the situation requires emergency action. In such a case, the Executive Director will provide the Board a detailed report of the situation and action taken at the earliest opportunity. To handle situations not covered by written policies, the Executive Director may take action after consulting with the President and will keep the Board informed of significant outcomes which may indicate need for future development of formal policies.

The personnel committee of the Board will review the personnel policies every two years. All employees will receive a copy of these policies.

II. EMPLOYMENT POLICIES

A. Employment-at-will

All applicants for employment must agree to conform to the rules and policies of KCD and that, if hired, such employment will be at-will and may be terminated with or without notice at any time at the option of the employee or the Executive Director. Only a written agreement expressly to the contrary signed by the President of the Board of Directors of KCD can vary this employment-at-will policy.

B. Non-discrimination

Applicants for employment will be considered without regard to race, age, religion, national origin, political or union affiliation, marital status, gender, sexual orientation or disabling condition(s). Physical or mental disabilities will be considered only as they may relate to bona fide job requirements.

C. Affirmative Action

KCD is committed to actively seeking minority applicants for positions with the agency. Special consideration will be given to those hearing applicants from racial or ethnic sub-groups when those persons meet the essential job qualifications and to deaf applicants. Since deaf, deaf-blind and hard of hearing people cross all racial, ethnic, and religious lines, KCD specifically seeks personnel who can understand and respond to both the cultural and/or ethnic needs, as well as the deafness-related needs of all consumers of KCD services.

In order to seek out minority group applicants, notification of available positions will be made through the print media of the area, through programs and schools who serve deaf persons or train professionals to assist deaf persons, and through various cultural, racial, or ethnic organizations in the Knoxville area. The words "An Equal Opportunity Employer" will appear on all job opening announcements.

D. Sign Language Requirement

Since KCD serves a specific minority population whose members have special needs, job candidates will be considered primarily for the skills, background and experience in serving deaf persons which they bring to the job. Fluency in American Sign Language (ASL) will be required in specific positions, while in others, it will be sufficient to achieve a basic conversational level in ASL within six months of employment and the ability to communicate with deaf consumers without an interpreter within two years.

E. Drug-free Workplace

KCD is committed to maintaining a drug-free workplace. As a condition of employment, each employee or independent contractor must agree to abide by the KCD drug-free workplace policy. A copy of this policy will be receipted for by each employee and independent contractor. (See KCD Drug-Free Workplace Policy at APPENDIX A)

F. Sexual Harassment

KCD is committed to maintaining an environment free of sexual harassment by any and all employees. (See KCD Sexual Harassment Memorandum at APPENDIX B)

G. Electronic Resources.

KCD owns, leases, maintains, or operates various electronic communication systems and equipment, including but not limited to, computers, software, telephones, voice mail, facsimiles, telecopiers, copiers, postage meters, e-mail, the Internet, the Web or other electronic communication systems, network or equipment. All such electronic communication systems and equipment and all communications, data, and information created, sent, transmitted by, received from, or stored in these electronic communication systems and equipment are and remain at all times the property of KCD and as such are to be used solely for job-related reasons concerning official company business. The use of these electronic communication systems and equipment for personal or non-work-related purposes during work hours is prohibited. Employees are responsible for the content of all text, messages, information and communications that they send, receive or download. Employees should not disclose messages, information or other communications to other employees or individuals who are not authorized to receive them. The improper or unethical use or misuse of any electronic communication systems and equipment will not be tolerated. Employees who violate this policy and use electronic communication systems and equipment for personal purposes do so at their own risk. Employees should keep their codes and passwords confidential and not disclose them to anyone except the Executive Director.

In addition to the foregoing, employees are prohibited from: (1) creating, accessing, sending or receiving messages, jokes, pictures, images or other data or material or communication that may be considered pornographic, obscene, sexist, racist, harassing, malicious, threatening, offensive, disruptive, defamatory, inflammatory, indecent, disparaging, illegal or that would violate KCD's Harassment policy; (2) browsing in restricted content Web or other computer sites; (3) downloading any data or material which is not directly related to the employee's job without prior approval; (4) downloading software or application programs without prior approval (because of the potential for embedded viruses, interference with KCD's software/application programs, and/or untested software/applications); (5) participating in Web-based or other surveys without prior approval; (6) using subscription-based services without prior approval; (7) copying or disseminating copyrighted matters; and (8) receiving, duplicating, retrieving, removing, copying, or altering any file, message, password, code, program, and the like without proper approval. Employees have no expectation of privacy in connection with the use of these electronic communication systems and equipment or with the creation, transmission, receipt or storage of information therein. At its discretion and without notice, KCD may monitor (i.e. read, listen, view, retrieve,

delete) the use of these electronic communication systems and equipment and the information therein to insure that such use is consistent with this policy, consistent with KCD's legitimate business interests, and for other legitimate purposes. Employees should be aware that, even when a message, file, document or other communication is erased or when a Web site or program is closed, it is still possible to access or recreate the message, file, document or other communication or to locate the closed Web site or program. Employees suspecting or learning of any improper use of electronic communication systems and equipment or any violation of this policy should report it immediately to the Executive Director. Employees who violate this policy are subject to disciplinary action up to and including termination.

H. Job Description

Every KCD staff position will be described in a job description approved by the Board of Directors which will include a general description, responsibilities, evaluation criteria, whether the position is exempt or non-exempt, and a salary range. These descriptions will be reviewed periodically and revised as necessary.

I. Employment Offers

Before making an employment offer to a prospective employee, the Executive Director will consider a reasonable number of candidates for the position.

When an interpreter position or other position having close and constant contact with the deaf community is involved, the Executive Director shall involve members of the deaf community in the selection process.

All offers shall be in writing and must include the necessity for sign language skill, or whether sign language skill must be acquired within the time period specified above.

J. Hiring the Executive Director

The personnel committee will screen candidates for Executive Director and recommend the committee's choice(s) to KCD Voting Members for approval. Taking the recommendations of the personnel committee and of the KCD Voting Members into consideration, the Board of Directors will hire an Executive Director.

III. EMPLOYEE STATUS AND BENEFITS ELIGIBILITY

A. Exempt Employees

These employees are not covered by the Fair Labor Standards Act and do not receive overtime pay. To be exempt, at least 80% of a person's work

must be executive, administrative, or professional in nature requiring regular exercise of discretion and independent judgment. This includes work which is mainly managerial, supervisory, artistic, or intellectual in scope.

B. Non-exempt Employees

These employees perform work other than executive, administrative, or professional work as defined by the Fair Labor Standards Act and must receive extra pay for overtime work as required by law.

C. Probationary Employees

Those employees who have not yet completed four months of employment are probationary employees. When the employee shows satisfactory job performance, he/she will automatically become a regular employee at the end of the probationary period, unless the Executive Director informs him/her differently in writing by the end of the third month. An employee whose performance is questionable may, at the discretion of the Executive Director, have his/her probation period extended for a further four months in lieu of termination of employment. Probationary employees get the same benefits as regular employees.

C. Regular, Full-time Employees

Employees (exempt and non-exempt) who work at least 40 hours per week will get full worker benefits.

D. Regular, Part-time Employees

Employees who work regular sustained part-time hours for KCD will receive pro-rated benefits, based upon the fraction of full time hours they work in accordance with Federal and State Law.

E. Contractual Personnel

Personnel who do not work regular sustained hours for KCD are not considered employees of KCD. They are not eligible for any benefits. KCD will pay them for contracted services performed and for mileage and parking costs.

IV. COMPENSATION

A. Working Hours, Overtime and Paydays.

1. The normal work week is 40 hours. Daily hours are from 8:30 a.m. to 5:00 p.m., Monday - Friday, with a 30 minute lunch break. The Executive Director may alter this schedule at an individual employee's request if the Executive Director determines that services will not suffer. Breaks and rest periods are considered part

of the working time and are 15 minutes per four hours of work, or major portion thereof.

2. Overtime will be paid at the legally required rate of time and a half for work over 40 hours for non-exempt staff, provided the Executive Director has given prior approval for such overtime work.
3. KCD pays employees salaries on the 15th and the 30th (or the Friday before if these dates occur on a weekend).

KCD pays independent contractor personnel (primarily self employed, independent contractor interpreters) by the 15th of the month for services performed the previous month.

4. Extreme Weather or other circumstances (e.g. natural or man-made disaster).
 - a. As the deaf community may need extra services during extreme weather or other circumstances, employees will be expected to report for work in the event of these conditions. Consideration will be made for later arrival to work caused by said conditions.
 - b. Those not reporting may take annual leave or leave without pay. If possible, the person will be allowed to use compensatory time to make up for the lateness or absence, subject to approval of the Executive Director.
 - c. In the event that the Executive Director determines that conditions were so extreme that employees could not reasonably be expected to report for work, the Executive Director will so advise the Board, which may not require time missed to be counted against the employee. In such case, employees who were able to report for work will be given an equivalent amount of compensatory time.

B. Salary Administration

KCD's Board of Directors will approve salary increases for employees during the annual budget formulation and approval process. Cost of living increases will normally begin on July 1st of each year.

C. Outside Activities and Compensation

4. Supplementary Employment
Full time, professional employees of the organization are expected

to devote their full interests to their job assignments. Any supplementary employment must be given prior approval by the Executive Director. In no case should there be any impairment of the employee's effectiveness in the delivery of services for KCD.

5. Professional Activities

KCD encourages and will support related professional activity -- e.g., presentation at professional meetings, officer in professional organization, etc. -- to the best of its ability. The Executive Director may grant administrative leave with pay for such activities.

6. Political and Religious Activities

KCD recognizes and respects the personal political and religious rights, privileges, and duties of its employees and supports the right of each employee to pursue his/her political and religious beliefs. It is essential, however, that no employee of the staff conduct his/her political or religious activities in such a way as to associate his/her views of activities with the name of KCD or to imply endorsement of those views or activities by KCD.

7. Conflict of Interest

No employee shall have a direct or indirect financial interest in KCD. All employees will avoid actual or apparent conflict of interest when engaging in any remunerative activity in any field directly related to KCD work. This includes consultation, interpreting, public speaking, conference participation, and related work done by KCD employees on their own time. Unless leave without pay is granted, if done during normal working hours, any fee for such an activity will be paid to KCD. No employee may represent himself or herself as a spokesperson for KCD without prior approval of the Executive Director.

D. Employee Benefits

Any employee benefit not mandated by law is subject to change or termination at any time, at the sole discretion of the Board of Directors

1. Retirement.

Beginning January 2006 KCD will contribute to the eligible employee UBS SEP retirement program.

2. Life Insurance.

Provided only when required by KCD's Health and Dental Group Insurance plan.

3. **Health/Dental Insurance.**
KCD pays the full monthly individual employee's premium* for Health and Dental Insurance through the Corporation's Health and Dental Group Insurance plan. The employee pays any additional costs to include family coverage. At the discretion of the Executive Director, insurance premium costs may be shared between KCD and staff.
4. **Workers' Compensation Insurance.**
Provided as required by law.
5. **State Unemployment Insurance.**
Provided as required by law.
6. **Disability Insurance.**
Provided under the Corporation's Health and Dental Group Insurance.
7. **Annual Leave.**
Each employee may take paid annual leave at such time(s) as is mutually agreed upon by the program directors and the Executive Director. Annual leave is earned as follows:

BREAKDOWN	PRESENT		EARLIER PROPOSAL to BOARD	NEW POLICY approved at September 16 th , 2005 Board Meeting
	Nonexempt	Exempt		
1-5 Years	12 days	18 days	5 days (1-3 years) 10 days (4-5 years)	13 days (9 hrs a month)
6-10 Years	15 days	18 days	15 days	18 days (12 hrs a month)
11-15 Years	15 days	18 days	20 days	22 days (15 hrs a month)
16-20 Years	15 days	18 days	20 days	27 days (18 hrs a month)
21 plus Years	15 days	18 days	30 days	31 days (21 hrs a month)

* Not to exceed 20% of annual base salary.

If an authorized KCD holiday occurs within an employee's annual leave period, it will not be counted as leave. An employee may not carry annual leave from one year to the next unless granted prior approval by the Executive Director, and in no case will an employee be allowed to accrue more than 192 hours of annual leave. Unless prior approval has been obtained from the Executive Director, all annual leave days not used by December 31 will be forfeited.

An employee will be reimbursed for unused annual leave at the salary rate he/she is earning at the time of termination of employment.

If a medically documented illness occurs during an annual leave period, sick leave may be substituted for those days during the vacation when the employee is ill.

8. Administrative Leave.

Employees may request administrative leave to attend professional activities which will enhance their knowledge or skill. Administrative leave will be approved/disapproved by the Executive Director on a case by case basis.

9. Sick Leave.

Including the Executive Director, KCD allows sick leave at the rate of 8 hours per month worked (96 hour/year) with a maximum accrual limit of 520 hours at the end of each calendar year. Regular part-time employees earn a percentage of the above amounts, based upon the percentage of full-time hours they work.

KCD may require a doctor's statement for any illness of three days or more duration. An employee will not be reimbursed for unused sick leave at the time of termination of employment.

10. Temporary Medical Disability.

Sick leave may be used during a medically verified disability, and leave without pay may be granted subsequently. A request for temporary medical disability must be in writing and must be approved by the Executive Director. Such a request will generally be routinely approved, based upon the written statement of intent to return to work within a reasonable period of time after recovery, but leave time will normally never exceed three months. KCD will continue to pay the monthly Health/Dental Insurance premium

during this leave. The employee does not accrue annual leave or sick leave during this time, and will not be paid for holidays occurring during this leave. Maternity leave will be administered in the same manner.

11. **Compensatory Time Off.**

All exempt employees (except the Executive Director and the Program Directors) will be awarded compensatory time for work in excess of 40 hours per week and may take this time off during the work week when the work load permits and the appropriate Program Director approves under the following conditions:

- a. Compensatory time should be taken off within 30 days from the time earned.
- b. Total accumulation under any circumstance may not exceed 40 hours.
- b. Compensatory time accumulated may not be cashed in except in the event of termination. No more than 2 consecutive days of compensatory time will normally be allowed.
- c. Because the Executive Director and the Program Directors work week will normally exceed a 40 hour work week on a routine basis, compensatory time is generally not feasible. The Board will take this into account when setting yearly salaries.

12. **Leave Without Pay.**

An employee may be granted leave without pay not to exceed 60 days. A request for such a leave must be in writing and must be approved by the Executive Director. The employee must first have used all annual and compensatory time accumulated. Approval of such a request will be based upon the circumstances and the needs of the agency. KCD will continue to pay the monthly Health/Dental Insurance premium during this leave. The employee does not accrue annual leave or sick leave during this time.

13. Holidays.

KCD allows employees ten paid holidays per year:

New Year's Day, MLK Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

KCD's office will be closed on these days. Holidays falling on weekends will be compensated for with days off near the holiday.

V. EMPLOYEE DEVELOPMENT

A. Training.

All employee training is subject to the prior approval of the Executive Director.

B. Personnel File.

The Executive Director will maintain a general personnel file on each employee. The general personnel file shall contain pertinent items relating to the employee's work at KCD. At a minimum, the file should contain the job description, the employee's job application, letter of acceptance, terms of employment, current salary, emergency contact information, performance evaluation material, record of promotions, leave records, etc. Derogatory information such as reprimands will be kept in a confidential file separate from the general personnel file.

C. Performance Review.

Work performances will be reviewed periodically. The Executive Director will review employees and the Board of Directors will review the Executive Director.

D. Complaints.

1. An employee is expected to consult first with his/her immediate supervisor regarding any action, occurrence, or attitude (either expressed or implied) which is perceived as unfair, inequitable or illegal. (This step may be omitted in the event of alleged harassment complaints against the immediate supervisor.)

2. If no resolution is reached in consultation with the employee's immediate supervisor, the employee is expected to bring the matter to the attention of the Executive Director for resolution. (This step may be omitted in the event of alleged harassment complaints against the Executive Director.)

3. If no resolution is reached in consultation with the Executive Director, the employee may file a written complaint, within five working days of the consultation, with the Chairperson of the Personnel Committee. The written complaint should specify the action, occurrence or attitude the employee feels was unfair, inequitable or illegal, and should include the employee's perception of the actions of the Executive Director. The Executive Director will also give a written report to the Chairperson of the Personnel Committee. The Chairperson may decide to either dismiss the complaint or to call an appeal committee to read the reports and recommend a decision to the Board of Directors. In sequence, the decision of the Chairperson of the Personnel Committee, then the decision of the Chairperson of the Appeals Committee and finally the decision of the Board of Directors is final.

E. Progressive Discipline

The purpose of progressive discipline is to ensure that the Employee is fully aware of any performance deficiencies that exist and to provide the Employee with a reasonable opportunity to correct such deficiencies. Employees will be given an opportunity to respond to any intended disciplinary action on the part of the Supervisor either orally or in writing. When possible and practical, disciplinary action will follow this progressive sequence: (1) Oral Counseling, (2) Written Warning, (3) Suspension, (4) Termination.

Oral Counseling

Oral Counseling between the Supervisor and the Employee is the appropriate disciplinary action in the following circumstances: (a) occurrences of unacceptable deviations from established rules or regulations; (b) an apparent pattern of behavior or performance which is contrary to the work goals of KCD; (c) decline or deterioration in conduct or work quality to levels below acceptable standards; and (d) other instances of poor performance or conduct which interfere with the operation of the work unit, but which, by themselves, are not sufficiently serious to warrant a written reprimand.

Documentation of Oral Counseling is maintained by the Supervisor – including date, time, matters discussed, and commitments made. Because Oral Counseling is the first step, intended to create positive motivation for changed behavior, the documentation maintained by the Supervisor should NOT be presented to the Employee for a signature, and is should NOT placed in the Employee's official personnel folder. Instead, it should be maintained in a separate file, to be referred to later, if the problem(s) is not corrected.

Written Warning

A Written Warning to the Employee is the appropriate disciplinary action in the following circumstances: (a) failure of the Employee to carry out agreed upon corrective actions following Oral Counseling; (b) Minor damage to or loss of KCD property due to the Employee's negligence; (c) other deficiencies in performance or conduct which is serious enough to warrant more stringent action than a Oral Counseling.

A draft of the Written Warning (except for items 4 & 6 below) is prepared by the Supervisor for approval by the Executive Director BEFORE the Supervisor meets with the Employee. The Written Warning will include each of the following: (1) a short statement describing the unacceptable behavior; (2) a short explanation as to "why" the behavior is unacceptable (not just "because it's company policy" – instead, *why* it's company policy); (3) references to previous Oral Counseling (including dates); (4) the Employee's expressed commitment to correct the unacceptable behavior; (5) a short statement describing the potential consequences of failure to correct the unacceptable behavior; and (6) dated signatures from the Employee and the Supervisor.

Once the draft is approved by the Executive Director, the Supervisor shall meet with the Employee to discuss the points covered in the draft. Immediately following the meeting, the Supervisor shall modify the draft as appropriate, (including item 4) and present it to the Employee for their signature. The purpose of the signatures is to ensure that all parties agree on what was discussed. A signed copy of the Written Warning is placed in the Employee's official personnel file.

If the Employee disagrees with the cause or content of the Written Warning, the Employee may appeal this disciplinary action in accordance with KCD's policy on complaints.

Suspension

Suspension (with or without pay), not to exceed ten (10) working days, is the appropriate disciplinary action in the following circumstances: (a) repetition of actions for which a Written Warning has been previously issued; (b) use of alcoholic beverages or misuse of drugs during work, or reporting to work under the influence of alcohol or drugs; (c) major damage to or loss of KCD property through negligence or willful misuse by the Employee; (d) performance or conduct which is severe in nature and interfere with the operation of the work unit.

The Supervisor may authorize temporary suspension WITH PAY when time is needed to determine whether or not circumstances warrant suspension WITHOUT PAY. In such cases, the Employee is expected to

leave the premises immediately, until such time that they are contacted by the Supervisor (not to exceed 48 hours). During that time, the Supervisor will collect additional information to determine whether or not the suspension should be with or without pay, or whether Termination is appropriate.

The Executive Director may authorize suspension WITHOUT PAY only after receiving approval of the President. The Employee will be given written notice of suspension without pay. In addition to the standard requirements for all disciplinary actions, such notice will clearly state the following: (1) the reason(s) for the suspension; (2) the duration of the suspension, including beginning and ending dates and times; (3) notice of the Employee's right to appeal the suspension with an outline of procedures to be followed if an appeal is desired; (4) notice that if the Employee fails to return to work as expected following the suspension and fails to notify the Supervisor of an acceptable reason for the failure to return to work, the Employee will be considered to have terminated employment voluntarily.

If the Employee disagrees with Suspension Without Pay, the Employee may appeal this disciplinary action in accordance with KCD's policy on complaints.

Termination

The Executive Director may authorize Termination only after obtaining approval from the President. The Executive Director is responsible for providing accurate information to ensure that the dismissal is not sought because of the Employee's race, gender, age, religion, sexual orientation, disability, national origin, or as illegal retaliation for a protected act by the Employee.

The Executive Director will give written notice to the Employee of the intent to terminate their employment. This notice will include the following information: (a) the effective date and time of the dismissal; (b) the reason for the dismissal in sufficient detail to enable the Employee to respond; (c) a description of previous attempts to correct the problem(s) which constitute the reasons for the dismissal; and (d) a statement of the Employee's right to an opportunity to respond to the asserted reason(s) to the Board before the dismissal becomes effective (normally 2 working days).

VI. REIMBURSEMENTS

- A. Unless prior approval has been given by the Board, no employment candidates and/or new employees will be compensated for expenses incurred prior to working at KCD.

B. Travel Expenses.

The Executive Director approves or disapproves all travel reimbursements, subject to the spending authorization limits imposed by the Board. Actual travel expenses will be paid. Invoices for approved reimbursements must include -- where possible -- receipts for all items and services purchased.

C. Use of Automobiles.

KCD maintains no non-ownership liability insurance policy. KCD employees, independent contractors and volunteers will under no circumstances provide rides to consumers while on duty for KCD.

When it is necessary for regular employees or contractual personnel to use their own automobiles for KCD business, they will be reimbursed at the rate approved by the Board of Directors.

D. Other.

Expenses for incidental items or services approved by the Executive Director or expenses necessary to carry out an assigned job will be reimbursed. The Executive Director approves or disapproves all such reimbursements, subject to the spending authorization limits imposed by the Board.

VII. TERMINATION OF EMPLOYMENT

The end of an employment relationship with KCD will fall within one of the following categories, with indicated policies applicable to each:

A. Resignation.

A voluntary termination freely made by the employee for any reason he/she chooses. An exempt employee is expected to give a minimum of one month's notice. A non-exempt person is expected to give a minimum of two weeks notice.

B. Mutual Agreement.

Both the employee and the Executive Director think it would be mutually beneficial to end the employment relationship. Under these circumstances, no set termination notice period is required, and the departure date is set by mutual agreement.

C. Reduction in Force.

Elimination of an employee's job due to re-organization or financial considerations is determined by the Board of Directors. Any employee so affected will be given one month notice with reasonable leave with pay during the notice period for interviews, etc. Organizational needs, job performance and seniority within in the agency and the position will be

considered in determining which employee(s) will be affected, if there is a choice.

D. Unsatisfactory Performance.

This includes, but is not limited to:

Failure to meet performance standards, failure to complete tasks in a timely and competent way, failure to maintain an adequate attendance record, failure to attain the required sign language skill, acts of moral turpitude or criminal misconduct, uncooperative behavior, etc.

Prior to termination for unsatisfactory performance, the Executive Director must make a reasonable effort to resolve the problem with the employee.

The Executive Director may give the employee a written "Intent to Terminate Notice" stipulating an intent to terminate the employee if improvement is not made within a stipulated time period. A copy of this notice will be put in the employee's personnel file. If the performance does not improve, or if the Executive Director decides that improvement is not possible, the Executive Director will give notice of termination. The executive Director does not need to wait to the end of the stipulated time period to give a termination notice.

The Executive Director may terminate an employee without giving an Intent to Terminate Notice if the employee shows uncooperative behavior or negative attitudes which affect the work of other employees or clients.

C. Misconduct.

Actions involving gross employee misbehavior on the job, refusal to do work reasonably expected, wrongful use of or appropriation of KCD property, or conviction of a felony are grounds for immediate termination without notice.

D. Retirement.

There is no mandatory retirement age, although normal retirement age is 70. Continuation beyond that age is subject only to meeting usual job performance standards.

Whatever the circumstances of termination, all unused annual leave will be paid to the employee at the hourly pay rate at the time of termination. This payment will be made at the time of termination in lieu of extending the termination date

and running out accumulated time in absentia.

DRUG-FREE WORKPLACE POLICY

The Knoxville Center of the Deaf. is committed to maintaining a drug-free workplace. Drug and alcohol abuse is a major societal problem and we recognize the potential for it to affect our workplace. The use of illegal drugs and abuse of alcohol by our employees or independent contractor personnel not only threatens the health and safety of fellow employees, individuals served, and the public, but also results in increased costs in the form of absenteeism, tardiness, excessive sick-leave and accidents on the job.

Drug Abuse

Policy Statement: The unlawful use, manufacture, possession, distribution, or sale of controlled substances while on Center property, while on duty for regularly scheduled or emergency work, or off the job so as to affect the employee's or independent contractor's job performance, is strictly prohibited. Violation of this policy will lead to disciplinary action up to and including discharge.

Alcohol Abuse

Policy Statement: No employee or independent contractor shall use or be under the influence of alcoholic beverages while on Center property, while on duty for regularly scheduled or emergency work, or off the job so as to affect the performance on the job. Violation of this policy will result in disciplinary action up to and including discharge.

Assistance and Rehabilitation

Any employee who feels that dependent he/she has developed an addiction or dependence upon alcohol or drugs is encouraged to seek assistance through his/her supervisor. Requests for assistance will be kept confidential. Rehabilitation services are available from several sources in the local community and their use is encouraged.

Drug-Free Workplace Act

In compliance with the Drug-Free Work Place Act of 1988, you are hereby notified that:

- A. Each employee and independent contractor will be provided a copy of the Center's substance abuse policy.
- B. As a condition of employment, or contractual agreement each employee or independent contractor must agree to abide by the substance abuse policy. Any criminal drug statute conviction for a violation occurring in the workplace must be reported in writing to the Executive Director no later than five (5) calendar days after the conviction.
- C. Employees and independent contractors are hereby notified that the Center is obligated to inform the federal governmental agencies providing grants to the Center of any drug statute convictions occurring in the work- place within ten (10) days from receiving notice from the convicted employee or independent contractor.
- D. With respect to any employee who is so convicted, the Center will take immediate and appropriate personnel action, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by a federal, state or local health agency.

Alcohol and Drug-free Awareness

The Center will conduct an ongoing drug-free awareness program to inform employees about:

- A. The dangers of drug and alcohol abuse in the work place;
- B. Our policy of maintaining a drug-free work place;
- C. Any available drug counseling, rehabilitation and assistance programs;
- D. The penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.

At present, the Center does no drug testing, but reserves the right to direct an employee to submit to such testing upon reasonable suspicion of the use of controlled substances.

I have read and understand the Drug-Free Workplace Policy of the Knoxville Center of the Deaf.

I will comply with the Drug-Free Workplace Policy as a condition of employment, continued employment or contractual agreement.

SEXUAL HARASSMENT POLICY

The Knoxville Center of the Deaf is committed to maintaining a workplace free of sexual harassment. Sexual harassment is defined as any un-welcomed sexual advances, requests for sexual favors, and/or other physical or verbal conduct of a sexual nature.

Violations of Policy

It is a violation of the Sexual Harassment Policy if any of the following conditions exist:

- Submission to such conduct is made or implied as a condition of an individual's employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions such as pay, promotion, reduction or termination.
- Conduct that has the effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive workplace environment.

Should any KCD employee or independent contractor experience a sexual harassment situation, it is their responsibility to report the fact to the KCD Sexual Harassment Control Officer as soon after the fact as possible. The Sexual Harassment Control Officer is the Executive Director. If the Executive Director is the accused, the Chair of the Board's Personnel Committee is the Control Officer. You will receive prompt and concerned reaction to the problem. You may also be assured that your future employment will not be adversely affected by bringing your concerns to our attention. If for any reason you desire not to consult the Sexual Harassment Control Officer, you may consult directly with the KCD executive director or the president of the board of directors.

revised November 2006