

IRRA, Inc.



Information  
Referral  
Resource  
Assistance, Inc.

Your One Stop Multi-Service Center



## PERSONNEL POLICIES

And

## PROCEDURES MANUAL

IRRA's One Stop Multi-service does not discriminate on the basis of race, color, national origin, gender, age, or disability in its programs and activities

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IRRA, Inc.



Information  
Referral  
Resource  
Assistance, Inc.

Your One Stop Multi-Service Center

## PERSONNEL PROCEDURES MANUAL RECEIPT FORM

LOCATION: \_\_\_\_\_  
Center

Employee's Legal Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Position: \_\_\_\_\_

I hereby acknowledge that I understand and know where to locate the IRRA, Inc. Employee Handbook. I understand that I may download a complete copy via the web address at [www.irra.com](http://www.irra.com). I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

The information in this handbook is subject to change. I understand that changes to IRRA's policies may supersede, modify, or eliminate the information summarized in this manual. As IRRA provides updated policy information, I accept responsibility for reading and abiding by the changes.

As an IRRA employee, I have an obligation to inform my supervisor of any changes in my personal information, such as telephone number, address, etc. I am responsible for contacting my supervisor if any questions and/or concerns need further clarification.

I further understand that all employees shall be held accountable upon violating any of the policies and procedures outlined in this personnel manual.

As such, I also understand that an employee who violates the policies and procedures outlined in this personnel manual will be subject to disciplinary action as stated in the Information Referral Resource Assistance, Inc.'s Board of Directors Policies, and may also be subject to arrest by law enforcement officials and/or face legal action.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

(Note: Turn the page over and sign the Employee Agreement – Electronic Communication System)

INFORMATION REFERRAL RESOURCE ASSISTANCE, INC.

EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF THE  
ELECTRONIC COMMUNICATIONS SYSTEM

You are being given access to IRRA Inc.'s electronic communications system. Through this system, you will be able to communicate with other centers, colleges, organizations, and people around the world through the Internet and other electronic information systems/networks. You will have access to hundreds of databases, libraries, and computer services all over the world.

With this opportunity comes responsibility. It is important that you read the IRRA Inc. policy, administrative regulations, and agreement form and ask questions if you need help in understanding them. Inappropriate system use will result in the loss of the privilege of using this community, educational and administrative tool.

Please note that the Internet is a network of many types of communication and information networks. It is possible that you may run across some material you might find objectionable. While IRRA Inc. will take reasonable steps to restrict access to such material, it is not possible to absolutely prevent such access. It will be your responsibility to follow the rules for appropriate use.

RULES FOR APPROPRIATE USE

- The account is to be used mainly for community involvement and educational purposes.
- You will be held responsible at all times for the proper use of your account, and IRRA Inc. may suspend or revoke your access if you violate the rules.
- Remember that people who receive e-mail from you with an IRRA address might think your message represents IRRA's point of view.

INAPPROPRIATE USES

- Using the system for any illegal purpose.
- Borrowing someone's account without permission.
- Downloading or using copyrighted information without permission from the copyright holder.
- Posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Wasting center resources through the improper use of the computer system.
- Gaining unauthorized access to restricted information or resources.
- 

CONSEQUENCES FOR INAPPROPRIATE USE

- Suspension of access to the system;
- Revocation of the computer system account; or
- Other disciplinary or legal action, in accordance with IRRA's policies and applicable laws.

I understand that my computer use is not private and that IRRA will monitor my activity on the computer system.

I have read IRRA's electronic communications system policy and administrative regulations and agree to abide by the provisions. In consideration for the privilege of using IRRA's electronic communications system and in consideration for having access to the public networks, I hereby release IRRA, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my use of, or inability to use, the system, including, without limitation, the type of damages identified in IRRA's policy and administrative regulations.

Signature \_\_\_\_\_

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

Home Address \_\_\_\_\_

Date \_\_\_\_\_ Home Telephone Number \_\_\_\_\_

## Table of Contents

	Personnel Procedures Manual Receipt Form. . . . .	iii
	Employee Agreement for Acceptable Use of the Electronic Communication System. . . . .	iv
	Table of Contents. . . . .	v
I.	General Policies . . . . .	1
	A. Personnel Files. . . . .	1
	B. Approval of Personnel Actions. . . . .	1
	C. Compliance with laws and Regulations. . . . .	2
	D. Administrative Policy Memos . . . . .	2
	E. Ethical Standards . . . . .	2
II.	A. Conflict of Interest Policy . . . . .	2
	B. Outside Employment and Business Arrangements. . . . .	2
	C. Honoraria. . . . .	3
	D. Public Statements . . . . .	3
	E. Use of IRRA Fund for Political Purposes . . . . .	3
	F. Ethics Review. . . . .	3
	G. Values. . . . .	3
	H. Dress and Grooming. . . . .	3
	Terms and Conditions of Employment. . . . .	4
III.	A. Policy of Non-Discrimination. . . . .	4
	B. Drug-Free Environment. . . . .	5
	C. Sexual Harassment. . . . .	5
	D. Employee Classification. . . . .	5
	E. Exempt versus Non-Exempt Employees. . . . .	6
	F. Salary Ranges and Pay Scales . . . . .	6
	G. Eligibility for Employment. . . . .	7
	H. Recruitment. . . . .	7
	I. Selection of Employees . . . . .	7
	J. Letters of Employment. . . . .	8
	K. Orientation of New Employees. . . . .	8
	L. Introductory Period. . . . .	9
	M. Consultants . . . . .	9
	N. Pay Periods . . . . .	9
	Benefits. . . . .	10
	A. Benefits Required by Law . . . . .	10
	B. Basic Benefits Provided by IRRA. . . . .	10
	C. Additional Benefits . . . . .	10
IV.	D. Salary Advances. . . . .	10
	Working Hours. . . . .	10
	A. Office Hours. . . . .	10
	B. Center Hours. . . . .	11
	C. Work Schedules. . . . .	11
V.	D. Time Sheets . . . . .	11
	E. Overtime Compensation Procedures for Non-Exempt Employees. . . . .	11
	F. Donated Time. . . . .	12
	Holidays/Annual Leave. . . . .	12

VI A. Holidays	12
B. Annual Leave	13
VII. Absence with Pay	13
A. Personal Leave	14
B. Maternity/Paternity Leave	14
C. Bereavement Leave	14
D. Jury Duty	14
E. Religious Observance	14
F. Administrative Leave	14
VIII. Absence without Pay	14
A. Employee Temporary Disability Request for Absence	15
B. Leave of Absence	15
C. Federal Family and Medical Leave Act (FMLA)	15
D. Both Spouses Employed in District	15
E. Military Service Long Term	16
C. Military Service Short Term	16
IX. Employee Development and Evaluation	16
A. Training and Career Development	16
B. Performance Evaluations	17
C. Promotions and Status Upgrades	18
X. Termination of Employment	18
A. At Will	18
B. Resignation	19
C. Notice of Termination	19
D. Reorganization/Reduction In Force	19
E. Unsatisfactory Performance	19
F. Misconduct	20
G. Absent Without Leave (Abandonment of Job)	21
H. Retirement	21
I. Payment for Accrued Leave	21
J. Outgoing Clearance Procedures	21
K. Exit Interview	22
L. Confidentiality Requirements	22
XI. Grievances and Appeals	22
A. Grievance Procedures	22
B. Appeal Procedures in Discharge Cases	23
XII. Travel and Expenses	23
A. Approval of Staff Travel	23
B. Travel During Non-Working Days	24
C. Travel Advances	24
D. Travel Expense Reimbursement Guidelines	24
E. Local Travel Expense	24
F. Claiming Reimbursement	25
XIII. Office Policies	25
A. Responsible Use of Telephones	25
B. Personal Telephone Calls and Use of Cell Phones	25
C. Security	25
D. Personal Mail	25
E. Smoking	25
F. Housekeeping	25
G. Procurement of Goods and Services	26
H. Bad Weather Closing	26

XIV. FRAUD AND COMMERCIAL CRIME .....	26
A. Organizational Code of Conduct .....	26
B. General Employee Conduct .....	26
C. Conflicts of Interest .....	26
D. Outside Activities, Employment, and Directorships .....	26
E. Relationships with Clients and Suppliers .....	27
F. Gifts, Entertainment, and Favors .....	27
G. Kickbacks and Secret Commissions .....	27
H. Organization Funds and Other Assets .....	27
I. Organization Records and Communications .....	27
J. Dealing with Outside People and Organizations .....	28
K. Prompt Communications .....	28
L. Privacy and Confidentiality .....	28
 GLOSSARY .....	 28

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# INFORMATION REFERRAL RESOURCE ASSISTANCE, INC.

## PERSONNEL POLICIES AND PROCEDURES MANUAL

The purpose of the personnel policies and procedures manual is to establish guidelines for the employees to follow. These policies are not intended to be a contract of employment, and they similarly do not impose contractual restrictions on Information Referral Resource Assistance, Inc. (IRRA) nor are they a substitute for the official IRRA policy and it is not intended to guarantee continued employment. It is not intended to alter the at-will status of employees in any way. Rather, it is a guide to a brief explanation of IRRA policies. It should be understood that no modifications to contractual relationships or alterations of at-will relationships are intended by this manual. These policies can be revised or deleted at any time, at the discretion of IRRA.

The Personnel Policies were developed to meet the following principles:

1. To assure that IRRA is in full compliance with state, federal, and local laws and with federal regulations that may affect IRRA as a federal grantee or contractor;
2. To be fair and equitable providing appropriate benefits and protections for all staff, and for the organization, while at the same time maintaining the atmosphere of professionalism and flexibility that characterizes IRRA and is highly valued by its staff;
3. To encourage employee retention, making it attractive for competent staff at all levels to remain at IRRA rather than seeking positions elsewhere; and
4. To enable and assist IRRA in rewarding competence, productivity, loyalty, and commitment; there must be the ability to recognize and reward outstanding performance.

### I. GENERAL POLICIES

#### A. Personnel Files

The Human Resources Department at Central Office shall maintain a personnel file on each employee. Each personnel file shall be maintained at IRRA's central office for at least seven years following termination of employment. Thereafter, all personnel files will be kept in a separate place as outlined in the Records Management System.

This file shall be treated as confidential. All material in the file shall (may) be made available to the employee upon written request for review. Only the employee's name, period of employment, and job title is public information, and information about current and former employees will be released upon written request. Human Resources will also provide salary information on current employees upon written request by an entity to which an employee has applied for credit, unless the employee asks that this information is withheld.

All letters of employment, job descriptions, correspondence, reference checks or letters of recommendation, resumes, personnel evaluations, employee status change forms, agreements, and other information regarding the employee's status and positions at IRRA shall be kept in the personnel file.

#### B. Approval of Personnel Actions

All IRRA personnel actions, such as hiring, promotion, salary increases, probation, disciplinary action, termination, other status changes, etc. require a two-stage approval. Both the

employee's immediate supervisor and the CEO/President must approve the personnel action.

Where special approval is required in addition to the two-stage approval process specified here, this will be specified in the appropriate section of the Personnel Procedures Manual.

#### C. Compliance with Laws and Regulations

IRRA complies with all federal, state, and local laws and regulations governing personnel and employment matters in the various locations in which its offices are located. In cases where a particular locality or state has laws or regulations in conflict with any of IRRA's policies or procedures, then law governing that jurisdiction will apply.

#### D. Administrative Policy Memos

It is impossible for a Personnel Policies and Procedures Manual to provide a complete statement of all IRRA policies and procedures affecting employees. Moreover, many specific implementation procedures change over time. IRRA will issue administrative policy memorandum from time to time to provide additional guidance to employees regarding implementation of policies and procedures. Once this policy's memoranda have been issued to employees, it is the responsibility of each employee to retain copies of them for ongoing reference.

## II. ETHICAL STANDARDS

#### A. Conflict of Interest Policy [DBD (Local and Legal)]

It is the policy of the Information Referral Resource Assistance, Inc. (IRRA), that no Board or staff member may accept -- from any current or potential vendor, contractor, or any entity with a potential or current business relationship with IRRA -- any cash, gift, benefit or other consideration for personal use or gain. Similarly, no Board or staff member may accept any in-kind benefit, which would not be considered by IRRA to be an allowable business expense. (See section XIV for more details)

#### B. Outside Employment and Business Arrangements [DBF (Local)]

Full-time employees shall notify the appropriate Supervisor in writing of, and obtain the CEO/President prior approval of, any proposed outside work. Regular part-time employees shall disclose other outside employment at the time they are hired or inform the Supervisor if there is other outside employment changes.

All outside work, including employment, consultation, or business arrangements, will follow these regulations:

No employee of IRRA shall accept other paid employment, which will interfere with his/her ability to perform IRRA duties or responsibilities.

No employee, full-time or part-time, may have any other employment, business or financial interest, or other involvement outside IRRA which in any way conflicts with his/her duties and responsibilities to IRRA.

Employees must not, in their dealings on behalf of IRRA, realize any profit or benefit for themselves or their family, or secure gain apart from their remuneration from IRRA.

No employee may, on behalf or in the name of IRRA, participate in any action or scheme for any unlawful purpose; nor may an employee participate in any deceptive or improper activity toward IRRA, its contractor, suppliers, government agencies, or anyone else with whom IRRA has business or organizational associations.

#### C. Honoraria

From time to time an IRRA employee will be offered an honorarium for serving as a speaker or expert advisor to another organization or public agency. When -- as is usually the case - this work is done on behalf of IRRA or because of the position the individual holds at IRRA, the time spent is to be charged appropriately to an IRRA cost center, and the honorarium or fee is to be accepted on behalf of IRRA and turned over to IRRA. The honorarium will be considered as additional income to a project or mission budget, and may be used for valid IRRA purposes. To avoid tax liability, the individual should ask that the honorarium check be written to IRRA.

With prior approval, an IRRA staff member may be permitted to carry out speaking or other engagements independent of IRRA provided they are clearly not related to IRRA or its activities, the opportunity was not made available because of the staff member's relationship to IRRA, and the activities are not performed during IRRA work time. In such instances, the employee is required to take vacation or leave without pay, and may accept and keep the honorarium. The determination of whether the activity is in fact unrelated to and not in conflict with the employee's IRRA responsibilities will be made solely by the CEO//President, and/or designee. The employee must obtain

Honorarium policy and other compensation as related to the CEO/President shall be determined by the IRRA Board of Directors, and shall assure compliance with all applicable laws and regulations.

#### D. Public Statements [GBBA (Local)]

Official public statements made for or in behalf of IRRA shall be made only by the CEO/President and/or authorized designee(s).

#### E. Use of IRRA Fund for Political Purposes [GKB (Local)] [DGA (Regulation)]

IRRA shall not use any of its funds or other assets to or for the benefit, of a political party, political committee, or other political organization, or benefits a candidate for political office. Nor shall they be used to provide services or for the employment or assignment of personnel in a manner supporting any such activities.

Individual employees are entitled to make their own personal contributions to further the campaigns of persons of their own choice; IRRA encourages involvement in civic and community activities and the rendering of community services by its employees.

#### F. Ethics Review [DH (Exhibit)]

When an employee has any questions concerning whether a proposed action might violate IRRA's conflict of interest, employment, honorarium, or ethical standards, that employee must ask for prior review of the proposed action through the CEO/President and/or designee. The CEO/President and/or designee may ask that this request be put in writing in order to document the review process.

## G. Values

Operating principles emanate from a set of basic values and a philosophy of who or what IRRA stands for, and how we view the world. These values are self-evident.

1. **Honesty and Integrity.** Our cause is a noble one. Our work is also difficult and sometimes controversial. Some people will try to discredit our movement on the basis of the ethical failures of its adherents. To succeed, we must be perceived as being above reproach in our personal and professional endeavors. Never use our positions for personal gain.

We must be able to trust each other. We must be confident that each of us will act honorably in working with other staff, affiliates, policy makers, and anyone else with whom we interact.

2. **Teamwork.** We appreciate the immense importance of teamwork. We recognize its special relevance in the multi-service model, which IRRA places great value on the community, family and the group rather than primarily on the individual. Organizationally, we understand that we cannot be effective if we act as unrelated individuals. We have the need and the responsibility to support each other, regardless of individual job descriptions or lines of authority.

3. **Personal responsibility.** Each of us must take full responsibility for our own actions. It is unacceptable to blame others or the organization for failing to speak out, missing opportunities to serve our community, or accepting poor quality work. We expect to be treated like responsible adults, and have the responsibility to hold ourselves to a high standard. We seek to establish structures and procedures, which will encourage appropriate behavior and effective work. But the ultimate success of the institution depends on a combination of teamwork and individual responsibility.

4. **Ongoing learning.** Each of us is capable of becoming more knowledgeable and more effective through ongoing learning. Our continued commitment to IRRA and its goals are greatly enhanced if we feel that each day may bring new challenges and the chance to learn new skills. Assuring this learning is a shared obligation between the individual and the organization. Everyone at every level must have access to both formal and on-the-job career development. Each of us is responsible for helping to create learning experiences for ourselves and our co-workers, both within IRRA and on our own time.

We value the knowledge and understanding, which can be gained through volunteer work in our community. The importance of community-based organizations and the responsibilities of board members can best be learned through practical experience. We therefore value and encourage such involvement by our staff.

5. **Excellence.** Excellence must be our trademark. It is not simply a matter of being efficient, productive, and having high standards; rather it is an ethic that is important beyond its practical consequences. We seek to associate excellence with our institutions and we cannot acquiesce to mediocrity.

6. **Renewal** While we feel a strong commitment to our institutional goals and approaches, we must never make the mistake of complacency. To remain relevant and responsive to a changing external environment, we must regularly evaluate our work and question our assumptions. This requires an institutional openness to constructive criticism and non-traditional ideas at every level of the organization. It is very important that we listen seriously to each other's views. We must not hesitate to change our institution as we change our society.

#### H. Dress and Grooming [DH (Local)]

IRRA employees shall dress and be groomed in a clean and neat manner appropriate for their assignments and adhere to the following standards of dress and hygiene:

1. Neat, clean appearance in clothing in good state of repair and appropriate for the assignment and safety of the job. It may be necessary to have a set of older clothing stored at the job station for jobs where clothes may get extra dirty.
2. Good personal hygiene is expected of all employees with well-groomed, neatly Trimmed/tapered hair (cannot exceed collar length). Men are allowed to wear a neatly trimmed mustache or beard.
3. IRRA has designated Friday as Casual Day. In order to promote unity IRRA Employees are permitted to wear denim jeans (not ragged, torn or tattered) with an IRRA-approved Logo shirt.

Supervisors/Administrators/Coordinators are expected to maintain and enforce the dress code standards and any additional standards shall be established and approved by the CEO/President.

### III. TERMS AND CONDITIONS OF EMPLOYMENT

#### A. Policy of Non-Discrimination [DAA (Local and Legal)]

IRRA complies with Title VII of the Civil Rights Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), and other applicable civil rights statutes. The Personnel Office shall inform each new employee that IRRA is an equal opportunity employer that does not discriminate on the basis of race, color, sex, national origin creed, gender, age, or disability, and is in compliance with Title IX of the Education Amendments of 1972 and with Section 504 of the Rehabilitation Act of 1973. This includes prohibiting and/or taking action against harassment based on any of these factors.

The Personnel Office shall be responsible for explaining current procedures to each new employee. This should include issues related to or possible violations of Title VII, Section 504 of the Rehabilitation Act of 1973 and the ADA discrimination laws are handled within IRRA.

#### B. Drug-Free Environment [DH (Local)]

It is IRRA's policy to provide and assure a drug-free working environment for all employees. Evidence of illicit drugs or alcohol on the premises or coming to work while under the influence of alcohol or illicit drugs shall be grounds for immediate termination of the employee.

#### C. Sexual Harassment [DHC (Local)]

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. IRRA intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility, or other offenses that might interfere with work performance. IRRA will not tolerate sexual harassment of any form -- verbal, physical, visual, or other. IRRA will not permit or require its employees to submit to sexual advances as a condition of recruitment, employment, upgrading, training, promotion, salary increases, or other personal action, nor to work in a sexually harassing atmosphere.

It is the responsibility of IRRA employees to maintain a work environment free of sexual harassment. Any employee who feels that he/she has experienced sexual harassment should report the incident immediately to his/her supervisor, or directly to the CEO/President or the Title IX Coordinator. Appropriate investigation and disciplinary action will be taken.

Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being the subject of it, must immediately report it to their immediate supervisor. When IRRA becomes aware that sexual harassment might exist, it is obligated by law to take prompt and

appropriate action, whether or not the victim wants IRRA to do so. All reports will be promptly investigated with due process and with regard for the privacy of everyone involved.

#### D. Employee Classification

##### 1. Types of Employees

IRRA may have the following types of employees:

**New Employee:** A person who has been hired for consideration as a regular employee on either a full-time or part-time basis must first satisfactorily complete a ninety (90) calendar-day introductory period. A new employee will receive benefits as well as health and medical insurance, and will accrue annual leave, in accordance with the program(s) they were hired, immediately after completing the first three months of employment. (See Section IV.)

**Regular Employee:** A person who has satisfactorily completed the ninety (90) day introductory period.

**Full-Time Employee:** A person who is employed for eighty (80) hours during a two-week period.

**Part-Time Employee:** A person whose regular work schedule is less than eighty (80) hours per two-week work period. A part-time employee may be either a regular or temporary employee.

**Temporary Employee:** A person hired for a specific or uncertain period of time not to exceed 1,000 hours per calendar year (unless otherwise classified) for the purpose of meeting some emergency or unusual situation; for example, to cover for regular employees on vacation or leave of absence, if the work load indicates such a need; to cover for employees who are ill for an indefinite period of time; or to assist during heavy workload periods. Temporary employees receive only those fringe benefits required by law.

The CEO/President is hired by and responsible to the Board of Directors, which determine his/her terms and conditions of employment.

##### 2. Employees Classification

IRRA has classified its regular employees into the following categories: Director, Coordinator, Professional, Entry-Level Para-Professional, Technical and Administrative, and Entry-Level Support. The CEO/President who is hired by the Board of Directors, is not included in these categories. The categories include the following job titles:

**Director:** Programs, and Operations.

**Coordinator:** Program Coordinator, Health Services, Public Relations, Testing, Food Services Curriculum and Instruction, Special Education, Grants, PEIMS, Technology/Maintenance, Special Programs, and Human Resources

**Professional:** Teacher, Licensed Social Worker, Center Director, Accountant/Finance Manager, Human Resources Manager, Student Advisor/Registrar, Licensed Registered Nurse, Licensed Vocational Nurse, Federal Compliance/Grant Writer, LAN/WAN Specialist, and Executive Administrative Assistant

**Para-Professional:** Aide, Tutor

**Technical/Administrative Staff:** Administrative Assistant, Network Technician, Web/Server Specialist, Telecommunication/Media, Security

**Entry-Level Support Staff:** Clerk, Secretary, Maintenance, Receptionist, Carrier, Payroll Clerk, Bookkeeper, General Maintenance/Carrier, Community Resource Clerk, Community Liaison, Outreach Coordinator, Parental Involvement Liaison, Inventory Control Clerk.

#### E. Exempt versus Non-Exempt Employees

IRRA shall classify all positions each year as exempt or non-exempt from overtime based on wage and hour requirements. The list shall be published and distributed to all employees, and it shall be made available upon request.

#### F. Salary Ranges and Pay Scales [DEA (Legal, Local, Regulation)]

The CEO/President and/or designee shall prepare salary schedules by personnel category for recommendation to and approval by the Board. Salary scales will be reviewed annually based on changes in the cost of living, wage comparability studies, and IRRA's financial status.

#### G. Eligibility for Employment [DC (Local)]

Persons ineligible for IRRA employment include:

Persons with an immediate family member serving on IRRA's Board of Directors.

Persons who serve and are voting members of the Board of Directors, with the exception of the CEO/President.

An individual whose spouse, parent, child is a regular or introductory employee of IRRA shall be ineligible for IRRA employment, unless a specific exception is made by the CEO/President. It is the responsibility of the applicant and family member to disclose any familial relationship. IRRA permits the hiring of other relatives with approval by the CEO/President, but the relationship must be disclosed, and no employee may be supervised by a relative. Any questions regarding employment of relatives will be reviewed and decided upon by the CEO/President.

#### H. Recruitment [DP (Legal)]

It is IRRA's policy to promote from within whenever possible, giving consideration to the tenure; and experience of qualified employees. Except where the terms of a grant or contract require external recruitment, positions may be posted within the organization for up to two weeks, and then posted externally if a suitable internal candidate is not identified.

When external recruitment is required, it is IRRA's policy and commitment to provide broad and open recruitment. Each opening shall be announced through a Position Announcement which specifies the job title, closing date for applications, salary range, person to whom the position reports, major duties and responsibilities, required and preferred qualifications, and the statement that IRRA is an equal opportunity employer. The Position Announcement shall be prepared by the component in which the position is located, with approval from the CEO/President and/or designee.

The Personnel Office shall be responsible for advertising, posting, and receiving applications for each position. Position announcements for advertised positions will be sent to IRRA affiliates and

Board members and advertised in Hispanic or mainstream publications and to other sources as appropriate.

Change in a job description, duties, or salary does not constitute a vacancy. Vacancies that occur toward the end of a grant or contract period may be filled without advertising through an internal appointment. In the interest of project continuity, the CEO/President or designee may also fill any vacancy on an interim basis by hiring an external person, if that vacancy occurs toward the end of a grant or contract project. Should the project in question be funded anew, the position will be re-opened for recruitment subject to the policies and procedures stated here.

#### I. Selection of Employees [DC (Legal and Local)]

The CEO/President is hired by the Board, and is authorized to carry out personnel policies of IRRA as approved by the Board of Directors.

All appointments or offers of employment shall be at the sole discretion of the CEO/President and/or designee. Hiring decisions require a two-stage approval process, including the recommendation by supervisor of the potential employee and the CEO/President.

Additionally, all degreed personnel must have earned their degrees from one of the six accrediting agencies across the United States to be considered on the appropriate salary schedule; New England Association of Schools and Colleges, Middle States, Southern, North Central, Western, and Northwest Associations of Colleges and Schools. All others will be considered non-degreed.

#### J. Letters of Employment

The CEO/President and/or designee shall notify each newly selected staff member of his/her employment in writing through a letter of employment. Such written notice shall include all necessary information pertaining to the employment of the individual, including starting date, term of employment (if limited), salary, location, working hours, supervisor, fringe benefits, or special arrangements; attached to each letter of employment will be a Position Description including supervisory relationships and duties and responsibilities. The letter of employment shall state that a notice of termination may be given at any time due to unsatisfactory job performance, due to the needs of IRRA or the terms of a specific grant. The individual being hired will indicate acceptance of the offer by signing and returning a copy of the Pay Rate Authorization Form. Copies of the signed Pay Rate Authorization Form shall be provided to the appropriate supervisor, Director or department supervisor, and Personnel Office.

#### K. Orientation of New Employees

The Personnel Office, the immediate supervisor, and the appropriate Director shall give each new employee of IRRA an orientation. Whenever feasible, this orientation should be provided within the first five working days after the employee begins work at IRRA. The orientation shall include explanation of fringe benefits and completion of necessary forms, explanation of how to fill out IRRA administrative and financial forms, and introduction of the new employee to IRRA staff throughout the office. IRRA shall provide each employee with reasonable instruction or orientation on office machines, including computers, to assist the employee to be able to carry out his/her job successfully.

Each employee shall be provided with a letter of employment, Pay Rate Authorization form and a job description. Orientation shall also cover specific job-related duties, as well as IRRA's mission, history, organizational structure and programs, philosophy, principles, and values.

During orientation, the new employee shall be informed of IRRA's commitment to full compliance with all applicable fair employment/non-discrimination laws, particularly Title VII of the Civil Rights Act of 1964 (Title VII), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), as well as IRRA's commitment to the maintenance of a drug-free working environment and its prohibition against any form of sexual harassment in the workplace. The Personnel Office shall be responsible for explaining to the new employee the current procedures by which issues related to or possible violations of Title VII, Section 504 of the Rehabilitation Act of 1973, ADA (including reasonable accommodation), and other applicable fair employment/non-discrimination laws; and how they are handled. The Personnel Office shall provide a thorough explanation of IRRA's drug-free working environment policies, including all applicable procedures of relevance to individual employees.

In addition to this orientation, as soon as possible following the date of employment, each employee will meet with IRRA's CEO/President and/or a Director to receive an overview of the organization and have the opportunity to ask questions.

Orientation at the center/program level shall cover the same topics and shall be done by the Program Coordinator/center director or immediate supervisor, and through telephone contact with the Personnel Office and the appropriate Director.

At the time of orientation, each employee shall be provided with IRRA's Personnel Policies and Procedures Manual and other appropriate materials, including historical and briefing materials describing IRRA and its work. The employee shall have an opportunity to read the Personnel Manual and discuss it with the Personnel Office or CEO/President. The employee shall sign a form indicating that he/she has received and understands the manual, and a checklist indicating that he/she has received other orientation information and materials.

#### L. Introductory Period

All new staff members and staff members promoted to a new position shall be hired with a ninety (90) calendar-day introductory period. During this introductory period, no regular employee benefits shall apply except for the accrual of vacation, and personal leave. Upon successful completion of the introductory period, the employee shall then be eligible for all regular employee benefits, as specified elsewhere in these policies.

The CEO/President and/or designee may extend an employee's introductory period not to exceed an additional ninety (90) days, provided the employee involved is advised in writing of the reasons and causes for extending the introductory period. During this extended period, the same limitations on employee rights will apply as during the initial introductory period.

Staff hired on a temporary basis will not have the benefits and other procedures applicable to regular employees.

#### M. Consultants [CH (Legal)]

In addition to employees, IRRA uses consultants. Consultants are persons whose service obtained under a contract agreement for the performance of specific tasks, which cannot be completed by regular professional staff due either to lack of specialized qualifications or exigencies of time and/or task. Consultants are not considered employees and are not entitled to fringe benefits.

Selection criteria: Consultants shall be selected on the basis of verified qualifications experiences required to perform the identified tasks. Board members are not eligible to serve as consultants.

Consultant contracts: All agreements shall be negotiated on a contract basis and on the basis of arm's-length transaction and shall meet Internal Revenue Service requirements. Consultant contracts shall specify tasks to be performed and/or products produced; other information required specifying the work required; in addition, standard clauses defining the consultant arrangement shall be included in all consultant contracts. Only the CEO/President and/or designee(s) may sign consultant contracts for IRRA.

#### N. Pay Periods

Non-exempt employees must be paid at least twice monthly, on approximately the 1st and 15th of the month. If the 1st or 15th of the month falls on a Saturday, Sunday, or holiday the employees will be paid on the following workday .

Exempt employees must be paid at least once monthly on the 25th of the month. If the 25<sup>th</sup> of the month falls on either a Saturday, Sunday, or holiday, then employees will be paid on the following workday.

#### O. Chain of Command;

The line and staff relations shall be governed by the flow of authority and responsibility as set forth in the organization chart approved by the Board.

### IV. BENEFITS

IRRA is committed to providing fringe benefits for its employees within its mission and its financial capacity. Certain fringe benefits are provided by IRRA in order to protect the health and financial security of its employees and their families. The basic and additional benefits described below may be modified upward or downward annually, subject to Board action, the cost of these benefits, and IRRA's financial status, and IRRA is in no way required to maintain these benefits indefinitely.

#### A. Benefits Required by Law

Law requires the following benefits for all regular employees.

**Social Security (FICA):** Each IRRA, Inc. employee must participate in the Social Security program in accordance with the provisions of the federal Social Security legislation and regulations as amended from time to time. Both IRRA and the employee must pay into the fund for Social Security benefits, with payroll deductions being made as required by law. However, IRRA employees do not participate in the Social Security program.

**Unemployment Compensation:** All IRRA regular employees are eligible for coverage under applicable Worker's Compensation statutes and regulations.

**Texas Teacher Retirement System (TRS):** Each IRRA employee must participate in the Teacher Retirement System program in accordance with the provisions of the state Teacher Retirement System legislation and regulations, as amended from time to time. The IRRA employee must pay into the fund for the Teacher Retirement System benefits, with payroll deductions being made as required by law. Non-IRRA employees are not eligible to participate in the Teacher Retirement System program. [CFEA (Legal)]

#### B. Basic Benefits Provided by IRRA

At the present time, IRRA provides the basic benefits described below. Full time regular employees are entitled to one hundred percent (100%) of these benefits. Part time employees are not entitled to basic benefits. These benefits may change at any time.

**Medical Insurance:** IRRA will provide funds for basic medical insurance coverage for each Full-time employee. For full-time employees, the rate at which IRRA contributes to medical insurance coverage

will be at 100% on a monthly basis per employee for the basic plan only. For part-time, temporary, and interim employee's medical insurance is not provided. The medical coverage can be revised or discontinued, at the discretion of IRRA.

Life Insurance: IRRA will not provide life insurance coverage.

Disability Insurance: Long-term disability coverage will not be provided.

#### C. Optional Benefits at Employee's Expense

IRRA employees will be offered additional benefits at employee's expense.

#### D. Salary Advances

Salary advances are not provided.

### V. WORKING HOURS

#### A. Office Hours

IRRA offices shall remain officially open for business from 8:00 a.m. to 5:00 p.m. each working day, and from Monday through Friday each working week.

#### B. IRRA Centers Hours

The Centers will operate from 7:30 a.m. to 6:30 p.m. each working day, and from Monday through Friday according to the program year calendar. Centers offering evening program/classes will be opened until 10:00 p.m. Monday - Friday.

#### C. Work Schedules

The work week will be composed of a forty (40) duty hour work week. The work week will start on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m.

Supervisors, with the consent of the appropriate CEO/President may approve flex- time arrangements for their employees where appropriate and consistent with the needs of IRRA. Such arrangements must not in any way be detrimental to the overall work performance within that component or within IRRA as a whole.

#### D. Electronic Time Clock - Time and Attendance

The use of a time-clock is an instrument that protects your wages. All IRRA employees are subject to the electronic time-clock and must punch in/out according to their work schedule.

#### E. Overtime Compensation Procedures for Non-Exempt Employees

All nonexempt employees are covered under the Fair Labor Standards Act (FLSA). Nonexempt employees are required to be paid overtime for work that exceeds 40 hours in one week. (See General Guidelines below) FLSA requires that all employees be paid at least minimum wage.

Supervisors will determine each employee's daily work schedule. All overtime must have prior supervisor approval forwarded to CEO/President for final approval based on a written request outlining reason for overtime.

## 1. General Guidelines

- The workweek will start on Saturday at 12:00 a.m. and end on Friday at 11:59 p.m.
- Flex time is allowed within the same workweek at the Center with the Center Director/supervisor discretion.
- Compensatory time off in lieu of overtime is not allowed. [FLSA: 29 CFR SS 553.1-553.223]

## 2. Overtime

- Overtime includes any hours worked in excess of 40 hours in the same workweek.
- All overtime must be reflected on the timesheet.
- Overtime cannot be waived by voluntary agreement between the supervisor and employee.
- A non-exempt employee cannot "donate" overtime or agree to reduce rates of pay.

Supervisors who allow non-exempt employees to work overtime without appropriate compensation will be subject to disciplinary action.

## 3. Violations

- Nonexempt employees working overtime, except as directed by their Supervisor and CEO/President approval, are subject to disciplinary action which may include:
  - The first offense may merit a written warning
  - The second offense may merit a one-day suspension without pay
  - The third offense may merit recommendation for termination
- Supervisors violating any of the provisions as stated in the Fair Labor Standards Act or IRRA Policy (DK) Regulation will be subject to disciplinary action

## 4. Non-Working

- Approved Non-working days for all qualified employees must be taken by August 31 each year. Non-working days cannot be carried over to the next program year.

Exempt employees will not be paid overtime

## F. Donated Time

IRRA recognizes that work in excess of forty (40) hours per week is implicit for exempt employees due to their executive, administrative, or professional responsibilities and due to the nature of IRRA's work. Donated time is work time spent doing productive work for IRRA which could not be completed during regular working hours,

It should be explicitly understood that IRRA does not intend to compensate employees in cash or time for donated time. Likewise, employees who donate time expressly relinquish any

intention to receive compensation in time or cash for such time. However, employees or supervisor may ask that such time be documented as appropriate.

It is expected that supervisors will take into account extensive donated time and provide flexibility where appropriate. If the employee feels that this flexibility is not being provided, the employee may request that the CEO/President play an advisory or mediating role with the employee and his/her supervisor.

## VI. HOLIDAYS/ANNUAL LEAVE

### A. Holidays

The following seven (7) holidays will be official IRRA, Inc. holidays and the office will be closed.

New Year's	Good Friday
Thanksgiving Day	Easter
Labor Day	Christmas
Independence Day	

Employees are required to be at work the day before and the day after a holiday, if those are scheduled work days to be eligible for holiday pay, unless written medical, physical, or other justification is provided.

IRRA employees will follow the schedule for holidays (non-working days) as outlined in the official program year calendar adopted by the Board of Directors each year.

If job assignments make it necessary for an exempt employee to work on an official holiday, the employee may take another day off in compensation with scheduling approval from his/her supervisor.

Any other national holiday or day of national mourning which may hereafter be declared a general holiday by the President of the United States or the Congress may be observed upon approval of CEO/President.

If a holiday occurs on a Saturday, the preceding Friday shall be observed. If a holiday occurs on a Sunday, the following Monday should be observed.

IRRA employees with 190 and 224 work days are not entitled to paid holidays.

### B. Annual Leave

All regular full-time employees working 2080 hours in a year shall be eligible for (40) hours annual vacation after completion of one year of service. After two years of service, all IRRA regular full-time employees will accumulate additional vacation as follows;

- 2<sup>nd</sup> year of service (6.67) hours per month (10 days)
- 3<sup>rd</sup> year and thereafter (10.00) hours per month (15days)

Holidays occurring during the time of leave will not be charged against such leave.

The amount of earned annual vacation must be taken before employee's anniversary (date of hire) of the current program year. Any unused annual vacation days will be earned according to the IRRA formula and may not be accrued.

If the employee separates from IRRA before completing his/her annual working days, vacation days shall be paid according to the pro-rated number of days earned.

Staff working under a funded grant or contract should use all earned annual leave prior to the termination of the contract. IRRA shall notify employees at the beginning of their employment or upon assignment to the project if they are covered by this provision.

All employees must receive approval before taking annual and/or personal leave. For annual leave periods exceeding two (2) weeks, approval is to be requested in writing and provided to the CEO or Supervisor for approval. Annual leave must coincide with the best interests of IRRA.

Compensation for unused annual leave shall be made upon termination of employment only, at the salary rate at which it was accrued as per Board policy and/or administrative procedure.

IRRA employees with 190 and 224 work days are not eligible for paid annual leave.

## VII. ABSENCE WITH PAY

This section describes various types of leave and absences, in addition to holidays and annual leave, which employees are permitted to take under certain circumstances.

### A. Personal Leave

Employees must have worked with IRRA for a period of three months before using accumulated leave.

Regular employees will accumulate five, 5, state personal leave days and one local personal leave for a total of six (6) days. State personal leave days are cumulative. Local personal leave is non-cumulative and may be used only in the year it was earned.

At the discretion of the CEO and/or designee, personal leave beyond the accrued period may be extended in the event of serious illness and may be charged against earned annual leave, if any; otherwise, the employee may be placed by the CEO and/or designee on a "leave without pay" basis under extreme circumstances. The CEO/President and/or designee may approve advance sick leave not to exceed the amount of sick leave, which would accrue in one year, which the employee must allow to be replenished upon returning to work.

Employees will not receive compensation for accrued annual or personal leave upon termination of employment.

### B. Maternity/Paternity Leave [DEC (Local)] See FMLA, Section VIII - C

During the period of 90 days unpaid leave, IRRA shall maintain the employee's health insurance, but the employee will not accrue additional annual or personal leave. At or before the end of the three-month period, the employee has the right to return to his/her previous job or a position of equivalent pay and similar status. The employee must indicate to IRRA at least two weeks before the end of the period that he/she wishes to return to IRRA. Failure to provide such notice will be assumed to indicate that the employee does not intend to return.

### C. Bereavement Leave [DEC (Legal and Local)]

In the event of the death of a spouse or partner, child, parent, sibling or grandparent, an employee may be excused from work for up to three days. However, this leave is without pay unless the employee has accumulated personal leave.

### D. Jury Duty [DEC (Legal and Local)]

Leave with full pay shall be granted for jury service for those on duty. The employee must provide verification of jury duty to be reimbursed for a full day's pay.

#### E. Religious Observance [DEC (Legal and Local)]

For purposes of religious observance, an employee may choose to substitute up to two days appropriate to his/her religious beliefs as holidays in place of any of the official IRRA holidays, and may work on those IRRA holidays instead as agreed with IRRA. Any additional days for religious observance will be charged to vacation time. This benefit is offered in good faith for religious observances only.

#### F. Administrative Leave [DEC (Legal and Local)]

An employee's supervisor may grant administrative leave with pay with approval by the appropriate Director and the CEO/President, to enable an employee to participate in staff development activities.

### VIII. ABSENCE WITHOUT PAY

This section describes various types of leaves and absences, which are provided for employees without pay.

#### A. Employee Temporary Disability Request for Absence (DEC (LEGAL))

A request for a leave of absence for temporary disability must be made to the CEO and/or supervisor. The request must:

1. Be accompanied by a physician's statement confirming inability to work;
2. State the date requested by the employee for the leave to begin; and
3. State the probable date of return as certified by the physician.

#### B. Leave of Absence [DEC (Legal and Local)]

The CEO/President and/or supervisor may grant a leave of absence without pay to an employee for compelling reasons, ordinarily not to exceed six (6) months. Such leave of absence may be renewed by the CEO /President and/or Supervisor upon written application of the employee, but ordinarily may not exceed an additional six (6) months.

Such leave of absence will cause no break in tenure except as it applies to accrual of annual and sick leave. Except in cases of family medical leave as described above, there is no obligation for IRRA to continue payment of fringe benefits during the leave period, but the employee may reimburse IRRA for the costs of continuing health and life insurance during the leave period if desired.

An employee with such leave of absence shall be returned to work in the same or comparable classification and job whenever possible.

#### C. Federal Family and Medical Leave Act (FMLA) [DEC (Legal and Local)]

An employee of an agency having 50 or more employees within 75 miles of the worksite who has been employed by the agency for at least 12 months and for 1,250 hours during the previous 12 month period shall be entitled to a total of 12 workweeks of leave, without loss of any employment benefits accrued prior to the beginning of the leave, during any 12 month period for one or more of the following reasons:

1. Because of the birth or adoption, including placement for foster care, of the employee's child and in order to care for the child, provided the leave is taken within 12 months of the birth, adoption, or placement of the child. By agreement between the employee and the IRRA Inc., this leave may be taken intermittently or on a reduced leave schedule,
2. To care for the employee's spouse, child, or parent if the spouse, child, or parent has a serious health condition;
3. Because of the employee's serious health condition that makes the employee unable to perform functions of his or her position.

D. Both Spouses Employed by IRRA Inc. [DEC (LEGAL)]

A husband and wife who are eligible for FMLA leave and are both employed by IRRA Inc. may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken:

1. For the birth of a son or daughter or to care for the child after birth.
2. For the placement of a son or daughter for adoption or foster care, or to care for the child after placement.
3. To care for a parent with a serious health condition.

When the husband and wife both use a portion of the total 12-week entitlement for one of the purposes noted above, each spouse shall be entitled to the difference between the amount he or she has taken individually and 12 weeks of FMLA leave for a purpose other than those listed above. 29 U.S.C. 2612(f); 29 CFR 825.202

H.R. 4986 National Defense Authorization Act (NDAA), Section 585, amends the Family Medical Leave Act of 1993 (FMLA) to permit a 'spouse, son, daughter, parent, or next of kin' to take up to 26 work-weeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is Undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness". Military caregiver leave for spouses both employed by IRRA is limited to a combined total of 26 weeks.

E. Military Service [DEC (LEGAL)]: Long Term

Any employee, other than a temporary employee, who leaves a position with IRRA to enter active military service is entitled to be reemployed by the agency in the same position held at the time of the induction, enlistment, or order, or to a position of similar seniority, status, and pay. To be entitled to reemployment, the employee must be discharged, separated, or released from active military service under honorable conditions not later than the fifth anniversary after the date of induction, enlistment, or call to active military service and must be physically and mentally qualified to perform the duties of the position. Gov't Code 613.001(3), 613.002

F. Military Service [DEC (Legal and Local)] Short Term

All employees of IRRA who are members of the state military forces or of the reserve components of the United States Armed Forces shall be granted a leave of absence from their duties without loss of time, efficiency rating, vacation time, or salary on all days during which they are engaged in authorized training or duty ordered or authorized by proper authority, not to exceed 15 days in a federal fiscal year.

An employee requesting leave to enter active duty will be given leave without pay, with re-employment rights as reflected in federal law in effect at the time.

## IX. EMPLOYEE DEVELOPMENT AND EVALUATION

### A. Training and Career Development [DMA (Legal and Local)]

IRRA is committed to staff development to meet both the immediate and long-term needs of the organization and the needs of the broader community. IRRA is committed to development of its employees to enable them to do their current jobs effectively and to prepare them for additional responsibilities and promotion within the organization.

IRRA will establish staff development programs and opportunities from time to time, within available resources, to make staff development available for all categories of regular employees. Staff development opportunities may include internal sessions, training seminars organized for the various categories of staff, and external training opportunities.

Staff development is a joint responsibility of the employee, his/her supervisor, his/her organizational unit, and the Personnel Office.

#### IRRA Staff

Adequate time, human, and financial resources shall be allotted to support a staff development plan in accordance with the contractor(s) standards. This comprehensive program will promote learning, reflect best practices, and will be guided by the site-based decision-making process in accordance with the centers improvement plans and IRRA, Inc. improvement plan. Needs of teachers, administrators, paraprofessionals, learners, parents, and community members will be identified and all stakeholders will have input.

Effective staff development focuses on the knowledge, skills, and attitudes required of teachers, administrators, and other center employees so all learners can learn and perform at high levels. Training shall include development of skills in technology, conflict resolution, sexual harassment, discipline management, and collaboration, as well as, focusing on standards of learner performance in Texas Essential Knowledge and Skills (TEKS) and meeting the needs of learners in special programs. Staff development shall be predominantly center based with an emphasis on achieving performance objectives and program success.

Professional development engages teachers, center directors, and other center staff, both individually and collectively, as active learners and recognizes that educators learn in a variety of ways. Therefore, the program shall provide access to various models of staff development and may include activities to enhance existing skills, to practice new methods, to study and conduct research, and to develop meaningful programs in order to improve job performance, organizational development, and learner/participant achievement.

Training opportunities will be made available to all employees, within available resources, to obtain the knowledge and skills to perform their current jobs more effectively. Participation in external training opportunities will be at the discretion and with the approval of the supervisor.

In addition to arranging employee participation in required courses or seminars, IRRA may provide financial support for additional seminars, courses, and other training opportunities, with funds to be allocated for this purpose based on available financial resources. The amount and availability of such funds will be established on an annual basis and made known through a written announcement to be made available to all staff at the beginning of the fiscal year. A fixed amount of funds for external staff development will be available to all regular staff, regardless of category, except that part-time employees will have a pro-rata amount based on the percent of time they work; in addition, an increased amount may be made available to an employee based on seniority after the employee has been with IRRA for three years.

Center Directors, coordinators and supervising Directors shall make a special effort to provide training opportunities, both internal and external, for their staff.

## B. Performance Evaluations [DNA (Legal and Local)] [DNB (Legal and Local)]

### IRRA Inc. Employees

Performance evaluations will be provided for all staff for the purpose of giving feedback on their performance and providing an opportunity for communication between the employee and supervisor about how their performance and working environment might be improved. IRRA has the right to evaluate an employee at any time.

Performance evaluations shall be made using IRRA-approved evaluation forms, which are developed for each category of employee. Supervisors are urged to add specific job-related performance factors, measurable objectives, or other position-specific items to the standard evaluation forms.

Following completion of the introductory period, all employees will be evaluated annually. However, because IRRA believes in providing a time separation between performance evaluations and annual salary reviews, performance evaluation schedules will be shifted to the extent feasible so that they are carried out during the period October through June of each year, and salary reviews and increases given at the beginning of the fiscal year (September 1). This will allow time prior to the salary review for employees to address any performance problems identified in their evaluation.

Evaluations for temporary staff will be on an as needed basis. Temporary employees may be terminated at any time, for any reason.

Performance evaluations of regular staff shall be made by the immediate supervisor and reviewed by the component director or appropriate director. The employee being evaluated is to be given an opportunity to read the evaluation, discuss it with the supervisor, add written comments, and sign it. If there is any objection to the evaluation, the employee may appeal in writing to the component director or appropriate director. The employee may make final appeal of a performance evaluation to the CEO/President in writing. One copy of the evaluation will go to the employee, one copy to the supervisor, and one to the Personnel File.

The appeal procedure specified above is not a grievance procedure. However, if the employee believes that the supervisor, in violation of the policies of IRRA, has abused the evaluation procedure, the employee may elect to file a grievance alleging such violation, as provided in Section XI.A.

### IRRA Employees - Evaluation of Teachers

The annual appraisal of IRRA teachers shall be in accordance with the Professional Development and Appraisal System (PDAS). In addition to those days on which observations are prohibited by law [see DNA(LEGAL)], IRRA shall not schedule observations on the day before and the day after a center holiday, days scheduled for end-of-semester or end-of-year examinations, or days scheduled for TAKS or other standardized tests. First classroom observations of teachers shall be scheduled within a five-workday time frame.

Written evaluations and other evaluative information need not be considered prior to a decision to terminate. [See DFAB(LEGAL)] When relevant to decisions regarding written evaluations of a teacher's performance, as documented to date, and any other information the administration deems appropriate, shall be considered in decisions or employment status. Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

### Evaluation of Other Professional Employees

When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate

shall be considered in decisions affecting employment status. Written evaluations and other evaluative information need not be considered prior to a decision to terminate.

#### C. Promotions and Status Upgrades

IRRA believes in upgrading and promoting from within whenever feasible. When an employee's position or responsibilities are upgraded, an updated Job Description shall be prepared and attached to the employee's Status Change Form.

When a regular employee is promoted to a new position within IRRA, which has been posted and for which the employee has competed, the employee will be required to successfully complete a ninety (90) day introductory period as with a new IRRA employee. However, all benefits will continue during this period. The employee shall receive a new Pay Rate Authorization and a new Job Description; both should be attached to the employee's Status Change Form.

#### X. TERMINATION OF EMPLOYMENT

##### A. At Will [DCD (Legal and Local)]

At will employees may be terminated at any time, with or without notice and with or without cause.

Please refer to your contract regarding term provisions.

##### B. Resignation [DFE (Legal)]

Employees shall be required to give notice of resignation not later than two (2) weeks prior to termination of employment, except during the introductory period. Exceptions may be made at the discretion of the appropriate Director or CEO/President. Senior personnel should give additional notice when feasible.

In all instances, once a resignation has been submitted, whether it be verbal or written, to a center administrator and/or a Central Office administrative officer, the resignation becomes effective immediately.

##### C. Notice of Termination [DFAA (Legal and Local)]

An employee being terminated for reasons other than misconduct or termination during the initial introductory period shall receive notice of termination at least two (2) weeks before termination of employment.

##### D. Reorganization/Reduction in Force [DFF (Legal)]

Loss of a grant or contract, other financial factors, or reorganization may cause positions to be eliminated. An employee terminated due to reorganization or a reduction in force will be given at least two (2) weeks notice, and IRRA will provide reasonable time off during the notice period so that the employee can seek another job.

##### E. Unsatisfactory Performance [DNA (Legal)] [DNB (Legal and Local)]

If a regular staff member does not meet performance expectations, complete assignments in a timely and competent way, or maintain a good attendance record, his/her employment may be terminated. Inadequate performance may be documented through a regular personnel evaluation or through a special evaluation by the supervisor. Action related to unsatisfactory performance may consist of one or more of the following:

Informal action;

Written Notice of Inadequate Performance;

Probation; and/or

Termination.

**Informal Action:** If performance is found to be inadequate, the supervisor should first make a reasonable effort to resolve the problem informally, by notifying the employee of ways in which performance is inadequate, proposing ways to remedy them, and then providing feedback concerning improvement or lack of improvement.

**Written Notice of Inadequate Performance:** If performance is considered seriously inadequate and informal methods have not led to necessary improvement, the employee should be informed in writing that his/her job is in jeopardy, through completion of a performance evaluation or through a memorandum on inadequate performance which clearly states what aspects of performance is inadequate and what improvement the employee must demonstrate in order to retain employment. This written notice must be signed by the employee's immediate supervisor and the copy of the signed document will be placed in the employee's personnel file. The administrator will be informed of the action. ■

**Probation:** If the supervisor and appropriate Director agree, in consultation with the Personnel Officer, that performance is more likely to improve through formal probation with a fixed time limit, the employee may be placed on probation. Written notice to the employee is required, and will be much the same as with the memorandum on inadequate performance, with the addition of a stated time deadline by which performance must become adequate in order for the employee to retain employment. The Director or CEO/President must approve the memorandum. Probation may last from thirty (30) to ninety (90) calendar days.

After receiving a memorandum on inadequate performance or being put on probation, the employee shall be given reasonable supervision and skill improvement assistance to bring performance up to standard.

If at the end of a probationary period or if formal probation is not used at least thirty (30) days after the memorandum on inadequate performance is written, there is a failure to show satisfactory improvement, the supervisor, and the appropriate Director, or CEO/President may terminate the employee.

#### G. Misconduct

If at any time an employee displays gross misbehavior on the job, endangers other employees, refuses to do work reasonably assigned, wrongful uses or takes organizational property, discloses confidential information about the organization without authorization, fails to communicate with the IRRA Board or outside individuals, engages in sexual harassment, acts in a manner which may put IRRA's tax exempt status in jeopardy, is convicted of a felony, or otherwise demonstrates insubordination or disregard of IRRA policy, rules, or regulations, this shall be cause for disciplinary action including termination. Illicit drugs or alcohol on IRRA premises shall be included within this definition (See Section III. B.).

The disciplinary process may be initiated by the immediate supervisor in writing, giving cause and recommendation(s) with proper notification to the employee, Director, and the CEO/President.

Misconduct may result in:

- 1) Verbal Reprimand
- 2) Reprimand/Written
- 3) Suspension; and/or
- 4) Termination.

Reprimand: In case of insubordination or disregard of IRRA policy, rules, or regulation or in other cases of misconduct considered to be redeemable, the employee may receive a letter of reprimand describing the infraction and putting the employee on notice that a repeat of such behavior will be grounds for suspension or discharge. The letter of reprimand shall be approved by the appropriate Director, or CEO/President and placed in the employee's personnel file.

Suspension: An employee may be subject to suspension with or without pay for a period not to exceed ten (10) working days. Notice of suspension must be in writing, with reasons stated, and a clear statement that further misconduct will result in termination. The memorandum of suspension shall be signed by the appropriate Director and/or Human Resources Coordinator, after consultation with the Personnel Office, and approved by the CEO/President. A copy of the memorandum of suspension shall be placed in the employee's personnel file. Reinstatement shall be automatic, with full restoration of employee rights and privileges.

Termination: In cases of serious misconduct prejudicial to the interests of the organization or in cases of repeated misconduct already addressed through reprimand or suspension. The employee may be immediately dismissed without further notice and without termination pay.

Payment: An employee discharged for misconduct that is eligible for accrued vacation pay shall be given accrued vacation pay, except where such discharge is for misappropriation of funds.

Right to appeal: An employee's right to appeal termination in accordance with the procedure described in these policies shall not be impaired by reason of being removed from payroll.

#### G. Absent Without Leave (Abandonment of Job)

An employee that fails to report to work without first notifying his/her immediate supervisor within the same day will be considered absent without leave, i.e., abandonment of job. If the immediate supervisor is unavailable, the employee must contact their respective office. Notice should be provided either in person or any other means of communication. 29 CFR 825.303 Failure to report to work without proper notification may be cause for termination of employment. (Extenuating circumstances will be considered on an individual basis through the CEO/President).

#### H. Retirement

IRRA has no mandatory retirement age.

#### I. Payment for Accrued Leave

Only employees working 2080 annual hours are eligible for same year accrued vacation.

An employee working 2080 hours annually severed from staff either by voluntary resignation or involuntary termination except for misconduct shall be entitled to receive pay for accrued annual leave but will not receive compensation for accrued personal leave upon termination of employment.

## J. Outgoing Clearance Procedures [DC (Legal and Local)]

All outgoing personnel, must follow an exit review through an Employee Clearance Checklist. This form must be submitted before the last paycheck can be processed and released. Along with the Checklist, the employee must return all keys, electronic equipment, credit cards, and other IRRA property, which he/she may have in his/her possession.

The employee must also assure that personal items have been removed from his/her office. The employee is expected to leave all computer programs and files generated during employment at IRRA, including files on the employee's hard disk, passwords, and back-up files.

IRRA will deduct any outstanding debts -- including salary overage, travel advances, petty cash, fund raising activities money or other money entrusted to the employee by IRRA -- from the employee's last paycheck (including any pay for accrued leave). Finance and Administration staffs are expected to consult with the employee's supervisor before releasing the final paycheck, to assure those component clearance procedures have been completed. In order to insure proper processing and completion of employee responsibilities, the last paycheck will be released on the first complete pay period following the date of termination, except where state or local laws require a different procedure. An exception to this rule must have approval from the CEO/President and/or designee.

## L. Exit Interview [DC (Exhibit)]

IRRA will request from each employee terminating employment to participate in an exit interview conducted by the Human Resources Office. A standard set of questions shall be used for the exit interview. The results of the exit interview shall be shared with appropriate management staff in an effort to help identify possible action needed to improve staff retention and performance.

## M. Confidentiality Requirements

After leaving IRRA, a former employee is required to maintain any confidential information about IRRA private. Confidential information includes financial data, salary information, and other program information not generally made public.

## XI. GRIEVANCES AND APPEALS [DGBA (LEGAL, LOCAL, AND EXHIBIT)]

Forms are available at IRRA's Central office, CEO's/President office and can be downloaded from the Internet through [www.irra.com](http://www.irra.com).

### A. Grievance Procedures

This policy provides employees an orderly process for the prompt and equitable resolution of grievances when a concern has not been resolved. The Board intends that, whenever feasible, grievances are resolved at the lowest possible administrative level. This policy shall not be construed to create new or additional rights beyond those granted by Board policy or law.

For purposes of this policy, "days" shall mean calendar days, not counting recognized IRRA holidays

The terms "complaint" and "grievance" shall have the same meaning. A grievance under this policy may include, but shall not be limited to, any of the following:

1. Grievances concerning an employee's wages, hours, or conditions of work.
2. Specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, or disability.

3. Specific allegations of unlawful discrimination or retaliation on the basis of the employee's exercise of constitutional rights.
4. Whistleblower complaints

Unless otherwise specified in policy, an employee shall initiate a grievance as provided at LEVEL ONE, below.

**LEVEL ONE** - An employee who has a grievance shall request a conference with the Center director or immediate supervisor by submitting the grievance in writing on a form provided by the IRRRA, Inc. If the grievance is against an employee's immediate supervisor, the employee may request that the Level One conference be heard by the administrator who oversees his or her center or department. Attachments may be added. The form must be filed within 15 days of the time the employee first knew or should have known of the event or series of events about which the employee is complaining.

The center director or supervisor shall set the conference within seven days after receipt of the request. The center director or supervisor shall have seven days following the conference within which to respond.

**LEVEL TWO** - If the outcome of the conference at Level One is not to the employee's satisfaction or if the time for a response has expired, the employee may request a conference with the CEO/President and/or designee to discuss the grievance. The request shall be in writing on a form provided by IRRRA, Inc. and must be filed within seven days following receipt of a response, or if no response is received, within seven days of the response deadline.

The CEO/President and/or designee shall set the conference within seven days after receipt of the request. The CEO/President and/or designee shall have seven days following the conference within which to respond.

**LEVEL THREE** - If the outcome of the conference at Level Two is not to the employee's satisfaction or if the time for a response has expired, the employee may submit to the CEO/President and/or designee a request to place the matter on the agenda of a future Board meeting. The request shall be in writing on a form provided by IRRRA, Inc. and must be filed within seven days following receipt of a response or, if no response is received, within seven days of the response deadline.

The CEO/President and/or designee shall inform the employee of the date, time, and place of the meeting.

The CEO/President and/or designee shall provide the Board with copies of the employee's original grievance, all responses, any written and/or oral documentation previously submitted by the employee and the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The grievant(s) shall be allowed ten minutes to present their case and the administration shall be allowed five minutes to present their case. The presiding officer has the right to modify the time limits for extenuating circumstances. The Board shall hear the grievance and may request a response from the administration. IRRRA shall make an audiotape record of the Level Three proceeding before the Board.

The Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

In all steps of the grievance procedure, failure of employee to comply with the designated time frames will end the grievance process with no further IRRA action required.

#### B. Appeal Procedures in Termination Cases

By signing this Personnel Procedures Manual, the undersigned IRRA employee agrees in advance that the preceding appeal procedure will apply in termination cases including binding arbitration will be found in DGBA (LOCAL).

### XII. TRAVEL AND EXPENSES [DEE (LOCAL)]

#### A. Approval of Staff Travel

Prior travel approval is required for all IRRA employees when traveling outside their designated work site.

The CEO/President shall approve all Travel Authorization Forms submitted.

#### B. Travel During Non-Working Days

Employees that attend conferences and/or workshops during their non-working days where the travel has not been approved by the CEO/President are ineligible to request travel expense reimbursement. However, in cases where the CEO/President has authorized the travel during non-working days employees are eligible for travel expense reimbursement; however, these non-working days will be considered as donated time.

#### C. Travel Advances

Employees may be given travel advances in amounts approved by the Finance Department after reviewing a Travel Authorization Form with appropriate supervisory approval.

Requests for travel advances must be turned in at least 10 (ten) working days in advance of trip except where emergency travel is required for which the travel decision was made less than five days before the trip.

Employees who have been approved for travel advances that include airline and hotel reservations and cancel at the last minute due to non-emergencies shall reimburse IRRA for all expenses for which IRRA will not be able to recoup after cancellation of reservations.

#### D. Travel Expense Reimbursement Guidelines

IRRA reimburses reasonable and actual long-distance travel costs. The organization expects employees to keep travel costs as low as possible, since travel costs reduce the funds available for program activities. IRRA staff is expected to arrange travel to include a Saturday night in order to reduce air travel costs. This will reduce total travel expense; this requirement may be waived for a specific trip by the employee's supervisor. Additionally, when an employee has been approved to travel by automobile, the reimbursement shall not exceed the lesser of the cost of an airline ticket or the cost of using the automobile.

IRRA has adopted the Federal Travel Regulations as a guideline for reimbursing expense related to IRRA business. Please refer to the latest Federal Travel Regulations for specific guidelines.

Where an IRRA employee is required to incur a cost which is in excess of usual maximums, due to attendance at a conference, IRRA's Board of Directors, or other approved activity, actual reasonable expenses will be reimbursed. It is the responsibility of the employee to provide a written

explanation of the reasons for these costs. If the employee is traveling under a federal grant or contract, it is the employee's responsibility to check the regulations governing that agreement to see whether the funder permits actual costs to be covered. If not, amounts in excess of the federal agency maximum may be covered by other IRRRA sources only with the prior approval of the appropriate Director or the CEO/President.

#### E. Local Travel Expense

Staff may submit Local Travel Expense Forms for reimbursement for legitimate costs of travel within their local area. IRRRA will reimburse local travel costs related to attendance at meetings, conferences, hearings, and other events, which are an approved part of their work responsibilities. Reimbursement will typically be provided for parking, metro, taxi, and mileage, with the payment per mile based on the federal government reimbursement rate. Prior approval for other expenses should be sought from the employer's supervisor.

The employee's supervisor shall sign the Local Travel Expense Form.

#### F. Claiming Reimbursement

All expense reports, including receipts and other related documents for long-distance travel, shall be submitted within ten (10) working days after completion of travel. Local Travel Expense Forms should be submitted on a monthly or bi-monthly basis.

Those employees with authorized travel advances will have the amount of the advance subtracted from their Expense Reports, before reimbursement is made to them. Payment for expenses cannot be made until expense reports are filed.

Failure to submit travel expense reports on a timely basis may subject the employee to the following:

New travel advance requests shall be disapproved if the employee has delinquent Travel Expense Reports outstanding.

At the discretion of the Business Manager, with the approval of the CEO/President outstanding travel expenses may be deducted from the employee's paycheck, if all other efforts have failed.

### XIII. OFFICE POLICIES

#### A. Responsible Use of Telephones

Employees are expected to use the phones at IRRRA responsibly. All long distance calls shall be work related. Employees are required to use telephone logs. Employees shall reimburse IRRRA for non-job related long distance calls. Employees that do not adhere to this policy are subject to disciplinary action.

#### B. Personal Telephone Calls or Use of Cell Phones

Employees are encouraged to use discretion when receiving and/or placing personal calls during the working hours of operation. Employees that abuse this rule may be subject to disciplinary action. Employees should refrain from placing, receiving and/or texting calls of a personal nature while on the clock.

IRRRA issued company cell phones should be used for business purposes and with discretion.

### C. Security/Safety

It is the responsibility of all employees to maintain a safe and secure environment. Employees are responsible for the security and safety of their personal property and for the property of the organization. Employees may not allow unaccompanied guests into the premises of any IRRA Center and/or Administrative Offices. Employees should immediately report any unsafe conditions and/or injuries to the Center Director, Supervisor, or Human Resources.

### D. Personal Mail

IRRA letterhead or postage may not be used for personal correspondence

### E. Smoking

IRRA will abide by any smoking regulations imposed by city or state ordinances or by building regulations.

### F. Housekeeping

Employees are responsible for maintaining a clean work area. All staff must share the responsibility to maintain clean common areas as well.

### G. Procurement of Goods and Services [CH (Legal)]

Only the CEO/President is authorized to sign contracts for the lease and purchase of equipment and the procurement of services.

### H. Bad Weather Closing

IRRA may close its centers because of bad weather or emergency conditions. When such conditions exist, the CEO/President will make the official decision concerning the closing of its centers.

## XIV. FRAUD AND COMMERCIAL CRIME

### A. Organizational Code of Conduct

IRRA and its employees must, at all times, comply with all applicable laws and regulations. IRRA will not condone the activities of employees who achieve results through violation of the law or unethical business dealings. This includes any payments for illegal acts, indirect contributions, rebates, and bribery. IRRA does not permit any activity that fails to stand the closest possible public scrutiny.

All business conduct should be well above the minimum standards required by law. Accordingly, employees must ensure that their actions cannot be interpreted as being, in any way, in contravention of the laws and regulations governing the Organization's worldwide operations.

Employees uncertain about the application or interpretation of any legal requirements should refer the matter to their supervisor, who, if necessary, should seek the advice of CEO/President.

### B. General Employee Conduct

IRRA expects its employees to conduct themselves in a professional manner. Drinking, gambling, fighting, swearing, and similar unprofessional activities are strictly prohibited while on the job.

Employees must not engage in sexual harassment, or conduct themselves in a way that could be construed as such, for example, by using inappropriate language, keeping or posting inappropriate materials in their work area, or accessing inappropriate materials on their computer.

### C. Conflicts of Interest

IRRA expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interests of IRRA. Employees must not use their position or the knowledge

gained as a result of their position for private or personal advantage. Regardless of the circumstances, if employees sense that a course of action they have pursued, are presently pursuing, or are contemplating pursuing may involve them in a conflict of interest with their employer, they should immediately communicate all the facts to their supervisor.

#### D. Outside Activities, Employment, and Directorships

All employees share a serious responsibility for IRRA's good public relations, especially at the community level. Their readiness to help with religious, charitable, educational, and civic activities bring credit to IRRA and are encouraged. Employees must, however, avoid acquiring any business interest or participating in any other activity outside IRRA that would, or would appear to:

- Create an excessive demand upon their time and attention, thus depriving the Organization of their best efforts on the job.
- Create a conflict of interest-an obligation, interest, or distraction-that may interfere with the independent exercise of judgment in IRRA best interest.

#### E. Relationships with Clients and Suppliers

Employees should avoid investing or acquiring a financial interest for their own accounts in any business organization that has a contractual relationship with the Organization, or that provides goods or services, or both to IRRA. Since such investment or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of IRRA.

#### F. Gifts, Entertainment, and Favors

Employees must not accept entertainment, gifts, or personal favors that could influence or appear to influence, business decisions. In favor of any person or organization with whom or with which IRRA has, or is likely to have, business dealings. Employees must not accept any other preferential treatment under these circumstances, because their position with IRRA might be inclined to, or be perceived to, place them under obligation.

#### G. Kickbacks and Secret Commissions

Regarding IRRA business activities, employees may not receive payment or compensation of any kind, except as authorized under IRRA remuneration policies. In particular, IRRA strictly prohibits the acceptance of kickbacks and secret commissions from suppliers or others. Any breach of this rule will result in immediate termination and prosecution to the fullest extent of the law.

#### H. Organization Funds and Other Assets

Employees who have access to Organization funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in IRRA instructional manuals or other explanatory materials. IRRA imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud or dishonesty, they should immediately advise their supervisor.

When an employee's position requires spending IRRA funds or incurring any reimbursable personal expenses, that individual must use good judgment on the Organization's behalf to ensure that good value is received for all expenditures.

IRRA funds and all other assets of IRRA are for IRRA's purposes and not for personal benefit. This includes the personal use of organizational assets, such as computers.

#### I. Organization Records and Communications

Accurate and reliable records are necessary to meet IRRA's legal and financial obligations and to manage its affairs. IRRA's books and records must reflect in an accurate and timely manner all business transactions. The employees responsible for accounting and recordkeeping must fully disclose and record all assets, liabilities, and must exercise diligence in enforcing these requirements.

Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

False expense, attendance, production, financial, or similar reports and statements;  
False advertising, deceptive marketing practices, or other misleading representations.

#### J. Dealing with Outside People and Organizations

Employees must take care to separate their personal roles from their Organization positions when communicating on matters not involving Organization business. Employees must not use organization identification, stationary, supplies, and equipment for personal or political matters.

When communicating publicly in matters that involve Organization business, employees must not presume to speak for the Organization on any topic, unless they are certain that the views they express are those of the Organization, and it is the Organization's desire that such views be publicly disseminated.

When dealing with anyone outside IRRA, including public officials, employees must take care not to compromise the integrity or damage the reputation of either IRRA, or any outside individual, business, or government body.

#### K. Prompt Communications

In all matters relevant to customers, suppliers, government authorities, the public, and others in IRRA, all employees must make every effort to achieve complete, accurate, and timely communications-responding promptly and courteously to all proper requests for information and to all complaints.

#### L. Privacy and Confidentiality

When handling financial and personal information about customers or others with whom IRRA has dealings, observe the following principles:

- Collect, use, and retain only the personal information necessary for IRRA's business.
- Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
- Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
- Limit internal access to personal information to those with a legitimate business reason for seeking that information. Use only personal information to the purposes for which it was originally obtained.
- Obtain the consent of the person concerned before externally disclosing any personal information, unless legal process or contractual obligation provides otherwise.

## GLOSSARY

CEO/President – Chief Executive Officer/President is responsible for the operation of all of the programs directly under Information Referral Resource Assistance, Inc. (IRRA), the non-profit organization.

Supervisor – for the purposes of this manual an employee's supervisor is defined as the person who directly supervises that employee, is responsible for ensuring that the employee is at their work site and provides the work schedule.