



**PRISONER VISITATION AND SUPPORT
EMPLOYEE HANDBOOK
2022**

Personnel Committee Review

November, 2022

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INTRODUCTION

Prisoner Visitation and Support (PVS) welcomes you as an employee. This Handbook spells out our mission, values, history and many of the human resource policies and procedures of the organization. You, as a valued employee, should read this Handbook carefully and become familiar with all of its contents. This Handbook replaces any previously issued Handbook, memo, letter or understanding you may have of PVS's policies and procedures.

Failure to comply with the stated policies and procedures in this Handbook by any PVS employee may result in disciplinary action up to and including termination of employment.

Where there is a conflict between this Handbook and applicable State or Federal law, the applicable law will prevail. Employees who have questions regarding such conflicts should address their concerns to the Executive Director. However, under no circumstances should you as a PVS employee assume responsibility for interpreting legal mandates or attempt to construe the intent of a law or regulation. This is the responsibility of the Executive Director and Chair of the Board (Chair), in conjunction with the Board of Directors (Board).

In the event that you have a need or request that is in direct opposition to a policy or procedure, it is incumbent upon you to discuss and request the exception to the specific policy or procedure with the Executive Director. The Executive Director in consultation with the Chair will advise you as to the response to your request. The request may or may not be approved. The response to a request should not be construed as setting precedent and is not intended to establish a change in policy.

PVS retains the ability to and may at any time (with or without notice) add to, amend, alter, revise, or eliminate this Handbook at any time. Even without PVS issuing a new or revised Handbook, the Executive Director, with the guidance of the Chair, may issue a notice of change to a specific policy or procedure via memo or email. Any such memos or emails should be kept with this Handbook as such notice will amend the previously stated policy or procedure, or institute a new policy or procedure. If such a notice occurs, you are required to familiarize yourself with the change and begin adherence to the new policy or procedure immediately or on the date specified. To this end, this Handbook is for your informational purposes only and shall not be construed as an employment agreement or contract or amendment thereto. PVS retains the right to amend or change policies contained herein at any time, in its absolute discretion, and without any prior notice.

Finally, it is important that you as a member of the PVS team adhere to and support our mission and values.

Thank you,

PVS Executive Director and Chair of the Board of Directors

I. IMPORTANT INFORMATION ABOUT PVS

A. MISSION STATEMENT

Prisoner Visitation and Support (PVS) is a volunteer visitation program for federal and military prisoners throughout the United States.

Our mission is to provide prisoners with regular, face-to-face contact from the world outside of prison to encourage personal growth, help them cope with prison life, and help them prepare for a successful reentry into society.

Our vision is to provide qualified visitors to fulfill all requests for visits by prisoners at every federal and military prison.

Our priority is to visit those prisoners who:

- do not ordinarily receive visits from family and friends,
- want or need visits,
- are in solitary confinement,
- are on death row,
- or are serving long sentences.

B. PVS VALUES

We value and practice the following (presented here in alphabetical order):

Acceptance
Authenticity
Collaboration
Compassion
Inclusion
Integrity
Patience, and
Respectful Communication.

C. GOVERNANCE, FUNDING AND ORGANIZATIONAL STRUCTURE

PVS is governed by a Board of Directors. The Executive Director oversees the day-to-day management of the organization.

PVS is a 501(c)3 non-profit organization that relies on fundraising, contributions from individuals, sponsors, public donations, and grants. PVS prides itself on being a small, efficient organization. PVS does not receive funding from the Federal Bureau of Prisons (BOP) or the Department of Defense (DOD). The organization maintains a budget for payment of salaries,

maintaining office space and supplies, and other necessary expenses. PVS Visitors are not paid for their time at the prisons. Members of the Board, including the Chair, are also not paid. Questions about governance, funding and expenditures should be referred to the Executive Director.

D. FOUNDING AND HISTORY

Prisoner Visitation and Support (PVS) was founded in 1968 by Bob Horton and Fay Honey Knopp, in cooperation with five national peace groups. Its primary mission was to provide visits and support to Vietnam War resisters in federal and military prisons. In 1972, Bob and Honey received permission from the Federal Bureau of Prisons (BOP) for PVS to visit all federal prisoners. The Department of Defense (DOD) granted similar permission in 1975, allowing the organization to visit all military prisoners. Today, hundreds of PVS visitors volunteer across the country visiting people incarcerated, with the support of our small staff, local visitor coordinators, and our Board of Directors.

E. OFFICE LOCATION AND HOURS

The PVS headquarters is located in Friends Center, 1501 Cherry Street, Philadelphia, PA 19102. The mailing address is Prisoner Visitation and Support, PO Box 58068, Philadelphia, PA 19102. Our website is www.prisonervisitation.org.

CONTACT INFORMATION

The main office phone number is 215-241-7117. The email address is PVS@prisonervisitation.org. All inquiries, requests or comments should be directed to the above stated address, phone, or email address, and to the attention of the Executive Director.

OFFICE HOURS

PVS office hours are Monday-Friday from 9:00AM to 5:00PM (ET). During regular office hours all inquires, requests or comments are to be directed to the above-stated address, phone, fax or email address. After office hours all emergency inquiries should be directed to the Executive Director.

F. EQUAL EMPLOYMENT OPPORTUNITY

PVS is committed to equal employment opportunities for all individuals regardless of a person's race, color, religion, national origin, gender, sexual orientation, age, disability, veteran's status, and any other designation specified by law. In addition, PVS does not discriminate against applicants formerly incarcerated or convicted of a criminal offense. This applies in all areas of employment including hiring, promotions, evaluations, reviews, disciplinary actions, and compensation. PVS will not tolerate discrimination of any kind. All employees, volunteers and

Visitors are expected to follow this policy. This is not just a matter of PVS following the legal requirements, this is a PVS value.

G. VOLUNTARY “AT WILL” EMPLOYMENT

All employment with PVS is considered to be “at will.” This means that an employee may be terminated with or without cause; and that an employee may resign with or without cause at any time. Any exceptions to this policy, such as a contractual agreement, will only be recognized if there is written approval from the Executive Director. As explained above, neither this Handbook nor any of its provisions create a contract of employment for any length of time.

H. EMPLOYEES WITH DISABILITIES

PVS adheres to all requirements specified by the Americans with Disability Act (ADA). PVS does not discriminate against employees with disabilities or perceived disabilities. PVS is committed to making all practical and reasonable accommodations as prescribed by law that allow an employee to perform the functions of the job. Employees who believe that an accommodation is required should discuss this with the Executive Director. If granted, an accommodation shall be specifically for the employee requesting it and does not constitute an overall change in PVS office arrangements.

No employee will discriminate or harass an employee who is disabled or who may need an accommodation. If an employee feels he/she is encountering discrimination or harassment from co-workers he/she should report all incidents directly to the Executive Director or any member of PVS’s Board. There shall be no retaliation against the employee for reporting the harassment.

II. HIRING

PVS is an equal opportunity employer. PVS does not discriminate against applicants based on age, race, color, religion, national origin, gender, age, disability, veteran's status, sexual orientation, gender identification, or any other designation specified by law. In addition, PVS does not discriminate against applicants formerly incarcerated or convicted of a criminal offense.

An offer of employment is contingent pending completion of certain prerequisites appropriate for a given applicant determined at the sole discretion of PVS, including, for example, PVS' receipt of a background check, outreach to a candidate's references, and the confirmation of prior employment history provided to PVS by the applicant. PVS at its sole discretion will determine and identify the prerequisites applicable and necessary (if any) for each individual applicant.

Falsification on a job application is grounds for not being considered for employment. If a job offer is extended, and it is later determined that the applicant falsified information on the application or resume, the offer will be withdrawn. If an individual is an employee and it is determined that he/she failed to disclose relevant information required to perform the duties of the position or falsified information on the application or resume he/she will be dismissed for cause.

A. JOB OFFER

All job offers will be communicated to the applicant in writing. Verbal agreements are not acceptable forms of communicating employment by PVS.

B. PROMOTIONS

Whenever possible, PVS will promote from within. All promotions will be based on the requirements of the position as well as the employee's past performance and reviews. In seeking a promotion, an employee must meet the minimum requirements of the new position. For example, if the position requires a degree or experience, the employee should have that degree or experience. An employee seeking a promotion should consult with the Executive Director.

C. TRAINING

PVS will provide on the job training and guidance. In some instances, PVS may refer an employee for external training. If required to get training or education outside of PVS and there is a cost involved, PVS will subsidize all or a portion of the expense.

D. PERFORMANCE REVIEWS

Each employee shall receive a performance review annually. The review will be conducted by the person to whom the employee reports or by the Executive Director. The employee will be given the opportunity to read the review, respond and address concerns. The employee must sign the review. A copy will be given to the employee, as well as placed in the employee's personnel file.

III. DISCIPLINARY ACTIONS

I. PROBATION

All new hires have a 90-day probation period. During the 90-day period an employee's fit for the job, including but not limited to performance, skills and knowledge of the position, will be assessed. If PVS determines, in its sole discretion, that the employee is not a fit for the organization, PVS will terminate the employee's employment. At PVS's sole discretion, PVS may extend a new employee's probation period in appropriate circumstances.

In addition, an employee receiving a poor performance review can also be placed on probation at the determination of the Executive Director. The Executive Director will set the time limit of the probation period, but the period shall not exceed 90 days.

II. VERBAL WARNING

A verbal warning is a meeting between an employee's immediate supervisor or the Executive Director. This is a conversation that is meant to address any problem or issue PVS has with an employee's conduct or performance, including but not limited to punctuality, attendance, work product, etc. The discussion is an attempt to address the issue prior to a written warning.

III. WRITTEN WARNING

A written warning is provided to the employee by the immediate supervisor, after consultation with the Executive Director (if applicable). The supervisor shall meet with the employee regarding the written warning, and during or after that meeting, the supervisor will provide the employee a written performance improvement plan, and both parties must sign it. The warning and performance improvement plan will be placed in the employee's personnel file. This warning may be part of an employee's annual performance review.

If PVS believes that the employee has failed to satisfactorily meet the goals established in the performance improvement plan within a reasonable or other specified amount of time, PVS will take any and all further steps that are in the best interests of the organization, including, for example (but not limited to), the supervisor giving the employee additional time to comply or terminating that employee's employment with PVS.

IV. EMPLOYEE AT-WILL EMPLOYMENT UNCHANGED

The PVS probation and warning policies described in this Section III are not intended to and do not modify each PVS employee's at-will employment status. Thus, regardless of whether a PVS employee is on probation or given warnings, all PVS employees are "at will," and as a result (as already noted above) PVS may terminate them with or without cause and with or without advance notice.

IV. WORKPLACE RESPONSIBILITIES

A. OFFICE HOURS

PVS operating hours are Monday – Friday from 9:00AM to 5:00PM (ET). During office hours, assigned staff must be available to answer phones and take inquires. It is the responsibility of all staff to ensure that the office is operating during normal business hours and the means of communication monitored.

B. FORWARDING OF OFFICE PHONES

Employees should not have office phone calls redirected to their cell or home phones without prior approval of Executive Director.

C. USE OF ALTERNATIVE EMAIL ADDRESSES

While engaged in any PVS-related activities or communications, employees must only use their PVS-provided email account; no employee should use a personal email account to conduct PVS business.

D. RESPONSE TO INQUIRES OR MESSAGES

A response should be returned to the person or inquiring organization no later than the end of the next business day. In the event there is an inquiry outside office hours, the response should be returned no later than 5:00PM (ET) the following business day. This includes, for example in those instances where a definitive answer cannot be given within the stated time frame, providing an acknowledgement indicating that the inquiry has been received and that PVS will follow up subsequently.

All responses and acknowledgments are to be professional and reflective of PVS's values. Each employee should remember that he/she may be the first contact an individual or organization has with PVS and that this initial contact should be friendly and professional.

E. COMMUTING AND PARKING

Employees are encouraged to take mass transit whenever possible. For employees who must commute by car, parking garages are located in the immediate vicinity of the office. An employee should check with the Executive Director to determine if there are lots or garages in the vicinity that may offer discounts or parking passes. If necessary, an employee may inquire at the front desk of the Friends Center for permission to use the loading dock for the sole purpose of loading or unloading packages. The loading dock is not to be used for parking or without prior approval from the Friends Center front desk.

F. WORKING FROM HOME

PVS recognizes that it is important to provide flexibility to its workforce. Therefore, under certain circumstances, PVS will permit employees to work from home. However, PVS must take into account that an employee working from home may impact its efficiency as an organization and its responsiveness to its mission and goal. Employees working from home create a greater liability, plus require additional technical support that PVS may not have the resources to provide. Generally, employees are not permitted to work from home because their presence in the office is required to ensure that PVS operations run smoothly, professionally and efficiently. The approval of a work from home period is temporary and evaluated based on the needs of the organization.

V. PERSONAL CONDUCT

As tenants, PVS has agreed to abide by the Community Standards of Conduct of Friends Center, which can be found on the Friends Center website at [https://www.friendscentercorp.org/community-standards-for-tenants-and-guests/..](https://www.friendscentercorp.org/community-standards-for-tenants-and-guests/)

The following are the standards to which PVS expects all employees to observe:

A. PERSONAL BEHAVIOR

- a. Appropriate business attire should be worn at all times.
- b. PVS requires that its employees are required to treat one another, guests, and all persons in the Friends Center with the utmost respect regardless of age, disability, race, ethnic origin, gender, religion or sexual orientation.
- c. Employees should never be rude, hostile or engage in threatening behavior.
- d. Sexual harassment, intimidation or bullying of any kind, be it physical, verbal, via email or on social media, is unacceptable.
- e. Possession of firearms or weapons of any kind are not permitted.
- f. Smoking and vaping are not permitted in the offices or on site. As tenants of Friends Center, PVS respects the prohibitions of our hosts. Therefore, smoking and vaping are not permitted on the premises or within 20 feet of Friends Center's windows or doors.
- g. Alcohol and illegal drugs are not permitted in the offices or on site, nor is it acceptable for a PVS employee to be at work under the influence of alcohol or illegal drugs.
- h. PVS prohibits the use and possession of marijuana on site. Possession of marijuana is illegal in Pennsylvania except for medicinal purposes. If an employee or guest uses marijuana for medicinal purposes, they must show the official medical card allowing its use. (The legality of marijuana usage in other states does not apply.)

B. PROPERTY

- a. Items belonging to PVS may not be removed from the offices without prior approval of the Executive Director. Damaging to or theft of PVS property is grounds for immediate termination.
- b. Theft, damaging, or using another's property without permission is unacceptable behavior, be it property of co-workers, guests, or other tenants and guests of the Friends Center.

C. WORK SPACE

- a. Work spaces should be kept neat and presentable.
 - i. An employee should respect a co-worker's workspace.

- ii. Employees who bring food and beverages onsite are required to dispose of all waste in the appropriate containers, including recyclables. All workspaces should be kept neat and tidy and free of food waste and trash.

D. FINANCIAL

- a. An employee shall not falsify timesheets or expense reports.
- b. Employment or affiliation with PVS may not be leveraged in order to receive personal, monetary or in-kind gifts.

E. INTERNET USAGE

- a. It is up to all PVS employees to use common sense when using the internet and to always do so in accordance with PVS values. PVS expects all employees to use the internet responsibly. Employees should:
 - i. Limit the amount of time spent on personal emails. All personal emails must emanate from an individual's personal account. PVS employees are not permitted to use their PVS-provided email accounts for any non-PVS related activity.
 - ii. Limit time on social media, unless required by PVS for specific projects.
 - iii. Not use PVS internet access to display and discuss political views.
 - iv. Not visit or subscribe to sites that are sexually explicit in nature, display racist or derogatory themes or harass groups based a group's identity, i.e., LGBTQ, religion or ethnicity.
 - v. Not download any information, including (for example) documents or photos, that are not pertinent to PVS.
 - vi. Not upload information, including (for example) documents or photos, unless specifically required by PVS.
 - vii. Never open email or links that are from sources that are not recognizable as these may contain viruses. If you are unsure about the legitimacy of an email, link, or other internet threats, please consult with PVS colleagues and Executive Director before proceeding.

F. USE OF PERSONAL DEVICES TO ACCESS INTERNET

- a. PVS recognizes that employees have personal devices with which to access the internet while at work. Excessive use of these devices is discouraged, and common sense should be used during office hours so as not to interfere with job responsibilities, interfere with co-worker's ability to do their jobs, or present situations that are uncomfortable and inappropriate in the office.

Failure to adhere to the tenets of personal conduct as specified in this manual or in any future directives from the Executive Director, Chair or Board will result in disciplinary action, up to and including termination of employment or removal from the Board.

VI. REPORTING RESPONSIBILITIES

- A. Employees are required to report to the Executive Director or any member of the PVS's Board any egregious behavior by fellow employees, volunteers, Board members, or other PVS stakeholders who are not conducting themselves in accordance with PVS values. If PVS determines that an employee knowingly overlooked or failed to report egregious behavior, this could result in disciplinary action up to and including termination of employment.
- B. Employees reporting offenses cannot be harassed, bullied or discriminated against in any way. Any form of retaliation is unacceptable and does not reflect PVS values.

VII. SEXUAL HARASSMENT

PVS is committed to providing a work environment that is free of sexual discrimination and harassment of employees. This includes harassment or derogatory behavior towards a fellow employee because of gender, gender identity or sexual orientation. Sexual harassment can include, but is not limited to: slurs, remarks, unwanted physical contact, social media bullying or shaming (within or outside the PVS offices), creating a hostile workplace, the offering or receipt of sexual favors, threats, jokes, and innuendo with a sexual content or based upon gender. These are unacceptable behaviors and will not be tolerated. The displaying of sexually explicit material is also prohibited.

An employee who feels he/she is being sexually harassed should immediately report this to the Executive Director or any member of the PVS Board. The incident will be fully investigated in a timely manner. A report will be provided to the Chair, and the Chair, along with the Executive Director, will take all necessary steps to resolve the situation. If an employee feels he/she is being harassed by the Executive Director, the employee should report the incident directly to the Chair or any member of the PVS Board. There shall be no retaliation against an employee for reporting perceived discrimination or harassment.

VIII. GRIEVANCE AND CONFLICT RESOLUTION

PVS recognizes that from time-to-time conflicts may arise between co-workers. Or, an employee may have concerns that a policy or procedure has not been administered correctly or fairly. When such situations occur, employees are encouraged to address these issues in a timely manner.

A. CONFLICTS BETWEEN CO-WORKERS

PVS encourages employees to attempt to resolve their differences in a polite, respectful and professional manner.

In the event these issues cannot be resolved, employees should bring the problem to the Executive Director. The Director is tasked with bringing all parties together and coming up with a viable solution.

If the issue involves discrimination, sexual harassment or retaliation, the grievance must be submitted in writing. This documentation must be submitted to the Executive Director within 14 days of the incident occurring. If more than 14 days transpires since the incident, the documentation will have to provide a cogent reason as to the delay. Documentation should specify the issue and cite the policy or procedure that has been violated, date of the incident, location where the incident occurred (this can be in the PVS office or outside of the office), the aggrieved party, the perpetrator, any witnesses to the incident, and a summary of what transpired. If either party has attempted to address the incident a summary of the discussion or the attempted resolution should be included in the documentation. Once the documentation is received by the Executive Director, an immediate investigation will ensue by the Executive Director that will involve interviewing all parties, plus anyone who witnessed the incident. The Executive Director will notify the Chair of all complaints.

B. CONFLICTS BETWEEN AN EMPLOYEE AND EXECUTIVE DIRECTOR

If the grievance or conflict involves the Executive Director, the employee should direct the complaint to the Chair or any Board Member. If the incident involves retaliation, discrimination or sexual harassment, the Chair will immediately initiate an investigation, and inform the Board of the incident.

C. CONFLICTS CONCERNING INCIDENTS INVOLVING VIOLENCE, SEXUAL ASSAULT OR CRIMINAL ACTS

If an employee is physically or sexually assaulted at work or at a PVS-sponsored event, the employee should report the incident immediately to law enforcement and to the Executive Director. The Executive Director will immediately inform the Chair and the full Board of the incident. Under no circumstances should an employee attempt to retaliate or involve other employees in an attempt to seek resolution of the issue as this too may have repercussions. If the situation or event involves the Executive Director, the employee must report the incident directly to the Chair, who in turn will report to the Board.

IX. COMPENSATION

All employee compensation is consistent with an employee's job description, education, and skills.

A. PAY INCREASES

An employee is not entitled to a regular salary increase or cost of living adjustment (COLA). Compensation is consistent with the job description and prerequisite education and skills.

B. EXEMPT EMPLOYEES/OUTSIDE EMPLOYMENT

An exempt employee is considered full-time, paid a fixed salary, and works a standard 40-hour week. These employees are not eligible for overtime pay.

PVS is presumed to be the primary employment of all exempt employees. An exempt employee wishing to engage in any outside business or employment, including self-employment, must gain the written approval of his/her supervisor – or, in the instance of the Executive Director, the Board Chair – prior to engaging in any outside business, employment, partnership, temporary work or consulting engagement. Approval of outside work will depend on the time involved, potential conflict of interest, and ability to fulfill the requirements of the PVS primary job. Under no circumstances may a PVS exempt employee work for a competitor or vendor of PVS.

C. NON-EXEMPT (PART-TIME) EMPLOYEES/OVERTIME PAY AND OUTSIDE EMPLOYMENT

A non-exempt employee is entitled to overtime pay once the employee has worked 40 hours in a week. The employee is paid 1 ½ times the regular rate for all hours over 40. All overtime must be pre-approved by the Executive Director.

Non-exempt employees must advise the Executive Director of other employment.

D. COMPENSATION FOR WORKING FROM HOME OR AFTER HOURS

Extra pay or overtime pay for working at home or at night will only be given if said work has been previously approved by the Executive Director. Such approval does not establish a contract or a regular compensation arrangement. Each incident must be pre-approved.

E. HOLIDAY PAY

If an employee is required to work on a holiday, the employee will not receive double compensation for that day but will be given an additional vacation day to be used in the future, but prior to the end of that calendar year.

F. TIME SHEETS

Time sheets must be used and submitted according to finance and payroll policies.

G. REIMBURSEMENT OF EXPENSES

PVS will only reimburse employees for work-related expenses if the Executive Director first approves those expenses in advance. All expenses incurred by the Executive Director must be approved by the Chair. See Accounting Manual for more information.

X. CONFIDENTIALITY

All employees are required to sign a confidentiality agreement. The disclosure, distribution, electronic transmission or copying of PVS confidential information or internal documents is strictly prohibited. This includes and is not limited to: internal documents; documents from the Federal Bureau of Prisons (BOP) or Department of Defense (DOD); information about prisons or inmates; donor and supporter information; and financial information. If an employee has questions about a document or process, he\she should address the concern with the Executive Director. If an employee is found to have violated the confidentiality agreement, the employee may be subject to disciplinary action, including the possibility of termination of employment.

IN CLOSING

Thank you for taking the time to read this Handbook. If there is anything you do not understand or any questions you have about the Handbook, please address those questions and issues with the Executive Director. As a new employee you are required to sign the EMPLOYEE RECEIPT AND HANDBOOK AGREEMENT and Confidentiality Agreement. Please do so and return the original to the Executive Director as soon as possible. Thank you and welcome to PVS.

PRISONER VISITATION AND SUPPORT

EMPLOYEE RECEIPT AND HANDBOOK AGREEMENT

I, _____, acknowledge that I have received the Prisoner Visitation and Support (PVS) Employee Handbook. I understand and agree that it is my responsibility to always abide by the Handbook, and any additions or changes that may be issued. I further agree that the receipt of the Employee Handbook does not constitute an employment agreement or contract. Any such agreement or contract can only be written and must be executed by the Executive Director before becoming effective.

I understand that, notwithstanding any other provisions of the Handbook, my employment with PVS is “at will,” and that PVS may terminate my employment at any time with or without notice, or with or without cause.

I have read and will comply with all policies and procedures delineated in the Employee Handbook and any future additions, changes or addenda.

Signature:

Print Name:

Date:

CONFIDENTIALITY AGREEMENT

I, _____, agree that any information I learn, possess, control, or become aware of as an employee of Prisoner Visitation and Support (“PVS”), including documents, is confidential (the “Confidential Information”). Disclosure, distribution, electronic transmission, or transfer of this Confidential Information to or for any individual that is not a PVS employee or Board member is strictly prohibited, unless such disclosure is approved in advance by PVS or such disclosure is required as part of my duties as a PVS employee. This confidentiality and limits to disclosure includes for example (but is not limited to) the following: internal documents, documents from the Federal Bureau of Prisons (BOP) or Department of Defense (DOD), information about prisons or inmates, donor, visitor, and supporter information, and financial information. I understand that to disclose any such information in violation of this agreement, regardless of whether I personally benefit from the disclosure, may result in disciplinary action, which may include termination of my employment with PVS, or other legal action against me by PVS.

In the event that I receive a request or am otherwise required by law (through, for example, discovery, subpoena, civil investigative demand, or other similar legal or investigative process, etc.) to disclose PVS’s Confidential Information – whether during or after my employment with PVS, I agree to and will promptly provide PVS with written notice of any such request or requirement far enough ahead of me making such disclosure to a third party so as to allow PVS to seek its own legal remedy, including for example through court action such as a protective order and/or waiving my required compliance with some or all provisions of this agreement, with respect to such request or requirement.

I further agree to take all reasonable steps to cooperate with, and not oppose, PVS’s efforts to protect its Confidential Information, whether through its efforts to obtain an appropriate protective order or other reliable assurances that the Confidential Information after production will receive confidential treatment by the party or parties to whom such material will be provided. I understand and agree that my failure to adhere to the strict terms of this agreement will cause irreparable harm to PVS, and that PVS would be entitled to seek all legal remedies against me, including but not limited to emergency or preliminary restraints.

I understand the above policy and agree to comply with its requirements. I had the opportunity to consult an attorney to review this agreement and did so if I so desired. I further understand that I will be bound by this Confidentiality Agreement for no less than 5 years after my employment

with PVS ends, unless a shorter time is required by law, in which case I understand that I will be bound by this agreement for as long as is allowed by law.

Signature:

Print Name:

Date: _____