Public Meeting Agenda:

I. Call to Order

II. Review of Draft January 23, 2019 Board Meeting Agenda

III. Review and Approval of:
   - December 11, 2018 Executive Committee Minutes

IV. Employment Benefits and Policy Guide Review

V. 2019 Budget

VI. Board & Staff Discussion
   - Audit Update
   - Makers Square Bid Update

VII. Public Comment

VIII. Executive Session to review lease terms and conditions in accordance with RCW 42.30.110 (c)

IX. Adjourn
AGENDA
Board of Directors Meeting
Fort Worden Public Development Authority
Wednesday, January 23, 2018 | 9:00 a.m. – 1:00 p.m.
Commons Building 210, Room B, Fort Worden

Regular Board Meeting

I. Call to Order

II. Roll Call & Staff Introductions
   ❖ Susan Bishop, Grounds Maintenance
   ❖ Brett Adams, Grounds Maintenance
   ❖ David Beckman, Director of Capital Projects

III. Changes to the Agenda

IV. Partner Presentation: Madrona MindBody Institute

V. Public Comment

VI. Correspondence
   ❖ Partners Report
   ❖ December 11, 2018 Executive Committee Minutes

VII. Consent Agenda
   A. Review and Approval of Regular Board Meeting Minutes, December 19, 2018
      Action: Motion to approve December 19, 2018 Board Meeting Minutes

VIII. Review and Discussion of Financials
   A. Staff Report
   B. Board Discussion

IX. 2019 Operating and Capital Fund Budget Review and Resolution to adopt 2019 Operating and Capital Fund Budget
   A. Staff Report
   B. Board Discussion
      Action: Move to approve Resolution 19-01 adopting the 2019 Operating and Capital Fund Budget
X. Resolution authorizing signers for checking accounts with First Federal Savings and Loan
   A. Staff Report
   B. Board Discussion
   **Action:** Move to approve Resolution 19-02 authorizing signers for checking accounts with First Federal Savings and Loan.

XI. Resolution authorizing Executive Director to enter into a contract with Eastern Washington University for Archeological and Historical Services
   A. Staff Report
   B. Board Discussion
   **Action:** Move to approve Resolution 19-03 authorizing Executive Director to enter into a contract with Eastern Washington University for Archeological and Historical Services

XII. Review and approve Employment Benefits and Policy Guide
   A. Staff Report
   B. Board Discussion
   **Action:** Motion to approve Employment Benefits and Policy Guide

XIII. Review of Makers Square Bid and motion to authorize Executive Director to advertise and solicit bids for Building 305 and the Makers Square Development
   A. Staff Report
   B. Board Discussion
   **Action:** Motion to Authorize Executive Director to advertise and solicit bids for the Building 305 and Makers Square Development

XIV. Staff Report
   A. Glamping Update
   B. State Audit
   C. Marketing Report

XV. Public Comment

XVI. Next Meetings
   ☀ Executive Committee Meeting, February 19, 2019, 9 a.m.
   ☀ Board of Directors Meeting February 27, 2019, 9 a.m.

XVII. Adjourn
Minutes
Executive Committee Meeting
Fort Worden Public Development Authority (FWPDA)
Seminar Building 297, Fort Worden
December 11, 2018 | 9 a.m. to 11 a.m.

All Executive Committee minutes are draft until approved by the Committee

Actions:

❖ Approve November 20, 2018 Executive Committee Minutes: Unanimously Approved

Regular Executive Committee Meeting:

I. Call to Order: 9:00 a.m.

II. Roll Call
Committee Members: Gee Heckscher, Norm Tonina, Jeff Jackson (by phone), Jane Kilburn
Immediate Past President: Cindy Finnie (by phone)
Staff: Dave Robison, Rufina Garay, Karolina Anderson
Public: David Goldman

III. Changes to the Agenda
None

IV. Review of Draft December 19, 2018 Board Meeting Agenda
Staff and the Committee reviewed the board meeting agenda. Committee and staff discussed Makers Square phasing, creating fundraising benchmarks, high-level operating milestones and developing operational readiness. Committee and Staff discussed the Makers Square Timeline and weighed pros and cons of phasing the project. Heckscher stated that Makers Square is slated to go out to bid in January. Heckscher stated that Makers Square is on schedule and that 100% construction drawings have been received and are under review.

Staff and the Committee discussed criteria for going out to bid, fundraising, the upcoming Historic Tax credit analysis, developing operational readiness and the upcoming Makers Square RFP (Request for Proposals) process.

V. Review and Approval of November 20, 2018 Executive Committee Minutes
Unanimously Approved
VI. **Cash Flow Projection Report**
Moody reviewed the cash flow projection report and stated that FWPDA received a $95,000 payment from Centrum last week.

VII. **Marketing Committee Update**
Garay reported on the Marketing Committee meeting, discussed the 2019 Year In Review process and stated that an improved website is a priority in early 2019. Staff and the Committee discussed gathering demographic data, consistency of communications across campus, and integrating the work of the branding committee. Staff reported that the shift from leisure to groups has been successful and noted that website demographic data revealed that females between the ages of 25 to 34 are the most common visitors to the Fort Worden website. Staff and the Committee discussed the original Frause strategic marketing plan and website development. Staff and the Committee discussed earmarking $30,000 in the 2019 budget and developing a scope of work to hire a consultant to build on the work of the branding work group.

VIII. **Makers Square Update**
Robison presented alternate phasing options and noted that about three million dollars of funding for Fort Worden is pending in the Governor’s Capital Projects budget. Staff and the Committee discussed the risk to Fort Worden and Makers Square if the State Legislature is unable to reach an agreement on the Capital Budget. Robison proposed a series of alternates that can be added on as funding becomes available. Robison reviewed the Signal alternates proposal and noted that funds are already in place to cover the Bldg. 305 base bid. Staff and the Committee discussed Makers Square Partner fundraising timelines, pressure points and goal of minimizing risk to the FWPDA. Staff and the Committee discussed the construction bid process.

IX. **Board & Staff Discussion**

- **Fort Worden Foundation Board Appointments**
  Staff and the Committee discussed the motion to nominate Barry Mitzman to the Fort Worden Foundation Board of Directors. Robison stated that Mitzman is a Peabody Award-winning journalist, writer, editor and speechwriter who has been actively engaged in the Fort Worden branding process. Staff and the Committee discussed fundraising, staffing and growing the Fort Worden Foundation.

- **Employee Handbook**
  Robison reported that a new Employee Handbook and Benefits Guide is in progress that will be brought to the Board of Directors in January for review and approval and committee and staff discussed changes. The handbook includes three sections: guide to employment covering all legal points of employment, guide to benefits and operations policies/code of conduct.

- **Glamping Financing Update**
  Robison reported that he had a meeting with a local bank regarding glamping financing and that he met with the Port Townsend City Manager. Staff and the Committee discussed equity, financing and the SEPA process. Robison reported that financial options will likely be presented in January. Robison noted that tree inventory and preliminary site clearing is in progress. Staff and the Committee discussed infrastructure, financing, a loan guarantee, ongoing operations, risk and reward payoff as well as potential impacts on other projects.

- **Holiday Party**
  Robison discussed the Holiday Party and the decision to have the event catered so that Food & Beverage staff would be able to attend the event. Committee and staff discussed increasing the event budget to $3,000 to accommodate increased numbers of attendees.
• **Annual Board Member Gifts**
  Tonina reviewed the Fort Worden Foundation gift table and noted that FWPDA board member donations were nearing $200,000 and that the majority of FWPDA board members have donated.

• **Corporate Sponsorships**
  Robison requested that board members support staff with researching and soliciting corporate sponsorships – staff and the committee discussed.

• **Audit Review Committee Meeting**
  Moody reported that the audit is underway. Staff and the Committee discussed appointing an audit review committee. Moody noted that the Executive Committee served as the audit review committee in 2017 and the committee decided to put the motion before the full board on December 19, 2018. Committee and staff discussed developing a Finance Committee in the future.

• **Washington State Parks Commission 2019 Capital Budget**
  Robison stated that the Governor’s Budget will be released on Thursday. Robison noted that Governor Inslee just released his Clean Building, Clean Energy and Clean Transportation Plan which could connect to Fort Worden’s request for a geothermal system and an electric vehicle fleet. Staff and the Committee discussed additional legislative requests for funding (i.e. geothermal) and Robison stated that he will be spending time in Olympia over the next few months.

• **2019 Board Meeting Schedule**
  Committee and staff reviewed and made changes to the 2019 Board and Executive Committee Meeting schedule.

• **2018 Year-In-Review**
  Robison reviewed the proposed 2018 Year-In-Review process, layout, accomplishments and highlights. Staff and the Committee discussed 2018 financial performance measures and making the Fort Worden Foundation a priority in 2019. Staff and the Committee discussed 2019 goals and objectives including: clarifying roles & responsibilities, discipline and execution, delegating, processes, improving communication systems and infrastructure, efficiency and consistency, performance management and leadership development. Robison proposed that 2018 was “A Year of Growth and Transformation” and that 2019 is the “Year of Stabilization.” Staff and the Committee discussed focusing on projects already in progress to ensure that they are well executed. Robison stated that due to new hires, the leadership team is much stronger heading into 2019. Committee and staff discussed succession planning, strategic planning, community partnerships and strategic initiatives (hospitality and culinary arts program, branding process, residency programs).

• **Additional Discussion**
  Staff and the Committee discussed the partner ecosystem and recruiting partners who can support the mission and vision of the Lifelong Learning Center at Fort Worden. Finnie noted that Fort Worden has gone through extraordinary growth in the last five years. Staff and the Committee discussed the national economy as a risk point, partner needs, FWPDA financial needs and avoiding gift of public funds. Staff and the Committee discussed branding, marketing and telling the story of the public benefit that Fort Worden brings to the town, the state and the nation as a whole.

X. **Public Comment**
  David Goldman encouraged staff to tell the story of what is happening at Fort Worden, stated that the community is full of good ideas and asked “how can people be further encouraged to engage?”. Goldman
stated that there is an opportunity to leverage the work that the branding work group has done and encouraged staff to consider leadership bandwidth when moving ahead in 2019. Goldman commented that it’s important that Makers Square makes money operationally and encouraged staff to take that into consideration when choosing partners.

XI. **Adjourned:** 11:35 a.m.

XII. **Executive Session to review lease terms and conditions in accordance with RCW 42.30.110 (c).** The Executive Committee entered an Executive Session to review lease terms and conditions.
To: Executive Committee Members
From: Diane Moody
CC: Rufina Garay and Dave Robison
RE: Employment Policy and Benefit Guides

Following is the final draft 2019 Employment Policy and Benefit Guides for review and comments. The two guides are part of a four-guide package. The other two guides are Operations Policy Guide and Safety Guide. The two we are providing in this Executive Committee package are being provided for your review due to the financial and legal aspects of the documents and we do not plan on revising or updating these two on more than an annual basis and without governance approval. The other two guides are focused on managerial policies and procedures. These will be updated on a more frequent basis as is needed and do not cover significant and legal aspects.
# TABLE OF CONTENTS

## CHAPTER ONE: WELCOME TO FORT WORDEN!

1.1 Employment Policy Guide Purpose ................................................................. 3
1.2 Intent of Employment Policy Guide ............................................................... 3
1.3 Changes to Our Policies .............................................................................. 4

## CHAPTER TWO: Fort Worden OVERVIEW

2.1 Who We Are ............................................................................................... 4
2.2 Our Mission ................................................................................................. 5
2.3 Our Values .................................................................................................. 6
2.4 What It Means to Be a Public Employee ...................................................... 6
2.5 Our Business Ethics and Avoiding Conflicts of Interest ......................... 7
2.6 Public Information Requests ...................................................................... 8

## CHAPTER THREE: POLICIES, PRACTICES AND CONDUCT

3.1 “At Will” Employment ............................................................................. 8
3.2 A Diverse Workplace ................................................................................. 8
3.3 Team Member Conduct ............................................................................. 9
3.4 Corrective Discipline and Termination ....................................................... 10
3.5 Violations of State or Federal Law – “Government Misconduct” ............ 14
3.6 Discrimination and Harassment Prevention Policy ............................... 15
3.7 Workplace Violence .................................................................................. 19
3.8 Weapons .................................................................................................... 19
3.9 Substance Abuse ....................................................................................... 20
3.10 Life Threatening/Communicable Diseases ............................................ 22
3.11 Team Member Personnel Files ................................................................. 23
3.12 Employee References and Verification of Employment ......................... 23
3.13 Team Member Issues and Open Communication ....................................... 23
3.14 Contact with the Media .......................................................................... 24
3.15 Non-Solicitation or Distribution .............................................................. 24

## CHAPTER FOUR: HOURS AND ATTENDANCE

4.1 Work Schedule ........................................................................................... 25
4.2 Hours of Work and Overtime ................................................................. 25
4.3 Recording Time Worked ............................................................................ 25
4.4 Compensatory Time for Nonexempt Team Members ......................... 26
4.5 Attendance and Punctuality ....................................................................... 27
4.6 Attendance During Weather or Emergencies ......................................... 27
4.7 Breaks and Meal Periods ......................................................................... 27
4.8 Breaks for Breastfeeding ......................................................................... 28
4.9 Payroll Records ......................................................................................... 28

## CHAPTER FIVE: TEAM MEMBER RESPONSIBILITIES

5.1 Confidential Information ......................................................................... 29
5.2 Proprietary Information and Intellectual Property ................................. 29
5.3 Fort Worden Property, Personal Property and Privacy Limitations .......... 29

## RECEIPT AND ACKNOWLEDGEMENT

................................................................. 32
CHAPTER ONE: WELCOME TO FORT WORDEN!

Welcome to Fort Worden Public Development Authority (Fort Worden)! We are a dynamic, growing organization that believes each of us can make a positive difference. As an organization, we are committed to learning, growth, and stewardship to our community. Through our work together, we preserve and promote Fort Worden as a national treasure with a vibrant and creative culture. This Employment Policy Guide helps you understand how to contribute to our shared success, to the satisfaction of our guests and to enjoy a mutually beneficial and positive work environment. We welcome you to participate in our successful and evolving journey!

1.1 EMPLOYMENT POLICY GUIDE PURPOSE

The Fort Worden Public Development Authority (Fort Worden) wishes to see you satisfied in your career with us, with the support necessary to achieve objectives of our organization and your position. We believe that clear consistent communication, policies, and procedures will contribute to greater job satisfaction. This Guide provides informative information detailing our policies, benefit and leaves, and the responsibilities to which we are held accountable. It discusses our “at will” relationship. It was created to help you better understand who we are and how we operate; what is expected of you and what you can expect in return. The contents of this Guide supersede all prior policies, guidelines and practices. It may, and likely will be, changed from time to time, as Fort Worden deems appropriate. We expect you to read through this Guide and adhere to the Fort Worden policies and expectations. We encourage you to bring up questions, comments, or concerns you might have to your supervisor, Human Resources or a member of the Executive Team (Chief Strategy Officer (CSO), Chief Operating and Financial Officer (CFO), Executive Director (ED)).

1.2 INTENT OF EMPLOYMENT POLICY GUIDE

This Employment Policy Guide is intended to be a framework from which we can evolve together in appropriate and effective ways. None of the content in the Guide is intended to be a contract, expressed or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or a guarantee of employment for any specific duration. Although the Fort Worden desires long-term employment relationships, it is recognized this may not always occur and either the employer or team member may decide to terminate employment. Unless specific rights are granted in employment contracts, all team members of Fort Worden are considered at-will employees and may be terminated at any time, with or without cause and with or without notice. No supervisor, director or representative of the Fort Worden, other than the Executive Director or Chief Financial Officer (CFO), has authority to enter into any agreement with a team member for employment for any specified period or duration, or to make any written or verbal commitments to the contrary. Any agreements for employment for any specified period or duration must be in writing signed by the Executive Director or CFO. Only the Board of Fort Worden can alter the “at-will” status of the Executive Director’s employment.

It is Fort Worden’s intent that this Guide be interpreted as providing a reasonable approach to the work environment and specific situations or problems; the Guide should be considered as a total set of working procedures or policies rather than interpreting each section, subsection, sentence or phrase separately and out of context.
1.3  CHANGES TO OUR POLICIES

As the need arises, the Fort Worden Board of Directors may modify and supplement these policies and, through the annual budget process, may enact changes to compensation or benefit levels. The Fort Worden Executive Director or Chief Operating and Finance Officer (COFO) may increase team member’s compensation based on individual performance evaluations as long as it is within the budget approved by the Fort Worden Board. The Executive Director or COFO may also deviate from these policies in particular situations, especially in an emergency, to achieve the primary mission of serving the Fort Worden’s guests, tenant partners, and other visitors. Team members may request specific changes to these policies by submitting suggestions to the Executive Team and Human Resources.

CHAPTER TWO: Fort Worden OVERVIEW

2.1  WHO WE ARE

OUR BEGINNINGS
Fort Worden is a public entity that was established by the City of Port Townsend in 2011 with the intent to enter into a management partnership with Washington State Parks (WSP) to create a Lifelong Learning Center. In August 2013, WSP entered into a 50-year master lease with the Fort Worden to manage the day-to-day operations of the 95-acre campus area of Fort Worden. In carrying out the requirements of the master lease, the Fort Worden provides property management functions and the overall hospitality operations of the lease area. We are governed by a Board of Directors which is appointed by the Port Townsend City Council. Board meetings are held on a regularly scheduled basis as adopted by the Board every year and are open to the public as prescribed by the Open Public Meetings Act (RCW 42.30).

OUR PURPOSE
As a public entity our primary purpose is to be a public steward and to this aim we are all held accountable. Public stewardship is instilled throughout our organization and is reflected and further enhanced by our mission and values, policy and benefit guides, standard operating procedures, as well as other written procedures and guidelines. Most importantly, public stewardship is infused in the way we interact with each other and our public. We strive to make it evident in all that we do. (See 2.4 WHAT IT MEANS TO BE A PUBLIC EMPLOYEE for further definition of public stewardship.)

OUR VISION
As a Lifelong Learning Center, Fort Worden is envisioned to be a national destination for arts, culture, education, and recreation where we provide space or house a variety of tenants and groups that would offer both residential and non-residential programs, recreation, and classes involving, among others, performing and visual arts, environmental and natural resources, health and wellness, historic preservation, woodworking and cultural history, and culinary arts. Individual patrons, small groups and conference attendees would include people from all over the world seeking a variety of educational opportunities offered.
OUR CHARTER

Fort Worden operates in accordance with our Charter that was adopted by the City of Port Townsend City Council, September 2011. The Charter guides Fort Worden to work with our partner tenants and other public, private and nonprofit entities to:

- Manage and lease building and property located in the 95 acres or portions of Fort Worden State Park
- Lease real property
- Promote and brand the Lifelong Learning Center
- Secure funding and financing to undertake the (re)development, construction and maintenance of structures and facilities
- Further the historic preservation goals of WSP through rehabilitation and reuse of historic structures
- Continue public access to and enjoyment of the Fort Worden State Park’s resources
- Facilitate private investment and create jobs to further the economic development of the City of Port Townsend and Jefferson County
- Recruit and attract new programming partners
- Further the development of sustainable programming through marketing, development of shared services and infrastructure improvements
- Enhance the Fort Worden as a significant heritage-based destination and attraction, providing opportunities for cultural tourism and the appreciation and enjoyment of the natural, cultural, and historic resources of Fort Worden

Fort Worden supports businesses and partner tenants and works with these and other community partners in a collaborative effort to preserve, enhance and operate the Fort Worden State Park for public benefit through education, resource development, advocacy, community identity, programs and sustainable economic development.

OUR BRAND FOCUS

Surrounded by sea and mountains in historic Port Townsend,

Fort Worden is a national treasure that enriches lives
by engaging people in the arts, ideas, wellness, nature, community, and play.

2.2 OUR MISSION

“For Fort Worden to be financially self-sustaining, and to infuse it with the beauty and energy that allows it to reach its potential as a gathering place for individuals, families and groups who seek enrichment and discovery through life-long learning.”
FW seeks to attract and retain people who share and embrace who we are as an organization. Your contribution to what we do is very important. We recognize that the potential and success of individual team members drives our teams to reach their potential and leads to the success of Fort Worden. We also recognize that we are an organization committed to accomplishing results that one person cannot hope to accomplish alone. We are interdependent; we are a team!

2.3 OUR VALUES

We are a public steward and a value driven organization. All of what we do, the decisions we make and how we get our work accomplished, is guided by our values. We post our values throughout our campus in every department. The work of Fort Worden is intended to be a public good to preserve national treasure, and enhance a state asset that is a cherished place in our local community. We recognize and reward our team members for exemplifying our values in their interaction and in ways they perform their duties. As an organization where, public stewardship is central to all we do, our values are:

1. Guest-Centric Service
2. Teamwork
3. Respect
4. Proactive
5. Accountable
6. Learning
7. Sustainability

You will learn more about each of these throughout this Guide in the highlighted ‘grey’ boxes.

2.4 WHAT IT MEANS TO BE A PUBLIC EMPLOYEE

Fort Worden State Park is a public good and a tremendous state asset. As such, we work in a State Park and we are entrusted to be public stewards of this magnificent place—its natural environment, its historic buildings, grounds, and its rich legacy. Our main job is to safeguard this public resource and to serve the public.

All team members of Fort Worden are considered public employees. It is an honor to be a public employee and to help make a difference to enrich the life of our community and the state. It is critically important for all of us to understand the additional roles and responsibilities that are in place for public employees.

Working on a public property and being a public employee is much more complex than working for a private business such as a hotel or restaurant. Public employees are held to a higher degree of accountability to the public and must comply with specific state regulations. In short, we work to serve the public.

Everything we do is public and owned by the public. All documents, records, materials, equipment, food, furniture (etc.) that is owned by Fort Worden, including communication in the course of our business, is considered public property.

ROLES AND RESPONSIBILITIES OF BEING A PUBLIC EMPLOYEE

Below are a number of examples that public employees (that means you!) must adhere to:

- The public has the right to request records from any public entity. If someone asks you about this, direct them to the current Public Records Officer (see Section 2.6 Public Information Requests for
If you are working in an administrative role, you need to be aware of the State retention requirements for the various documents and records that you work with.

We are not able to offer free meals or beverages to our team members unless we offer the same free food and beverages to the public (See benefits guide).

Team members may not gain personally from the sales, transactions or activities of the Fort Worden.

Team members may not disclose confidential information learned in the course of Fort Worden duties for his/her personal gain.

Team members may not use his/her position at Fort Worden to secure special privileges or exemptions for self or family.

Team member may not receive any gift or bribe in exchange for any vote, promise or duty related to Fort Worden. (See section 2.5 for more information on Conflicts of Interest)

**Fort Worden Value 1. GUEST-CENTRIC SERVICE**

Guests are everything to us. They always come first, and we love them! We provide excellent guest service by welcoming, engaging, serving and ultimately, thanking our guests. We know our products and services: housing, catering, and events. We recognize and reward each other for helping others.

**2.5 OUR BUSINESS ETHICS AND AVOIDING CONFLICTS OF INTEREST**

With the stewardship we provide in the course of doing business, we are being entrusted with resources to fulfill a specific mission that is of interest to our community. The laws of our land have established expectations and processes to ensure that those resources are managed appropriately and that we as public stewards behave ethically. Fort Worden has and expects to continue to have an excellent reputation for conducting our business activities with integrity, fairness and high ethical standards. We expect all on our team act ethically including avoiding conflicts of interest, even the appearance of one during your employment with us.

To avoid a conflict of interest, we ask that you inform in writing, your director, the CFO or Human Resources if you have any relationship with someone with whom Fort Worden does business or competes with us for business. With this information, we will be able to coach you on how to avoid a potential conflict of interest.

We have found the following guidelines help us maintain an appropriate and ethical behavior with our guests and vendors:

- Use caution and good judgment while entertaining guests. Working lunches or other meals received are appropriate, but purely social entertainment is typically inappropriate.
- Personal gifts to or from a vendor or guest are inappropriate.
- We do not permit any form of payment or non-business-related entertainment; bribes, kickbacks, or illegal practices under any circumstances; financial participation in or outside employment or any other undertaking that is harmful to the best interests of Fort Worden.
- Team members may not use proprietary and/or confidential information for personal gain or
to the Fort Worden’s detriment, nor may they use assets or labor for personal use

2.6 PUBLIC INFORMATION REQUESTS

As required by Washington State RCW 42.56.580, we have appointed a team member, our Executive Coordinator as our Public Records Officer whose responsibility is to serve as a point of contact for the public in requesting disclosure of public records and to oversee the agency’s compliance with the public records disclosure requirements. According to RCW 42.56.120, the cost for copying a public request is fifteen cents per page.

CHAPTER THREE: POLICIES, PRACTICES AND CONDUCT

We consider policies to be expectations where we have little margin for error. Many policies govern our actions and behaviors as prescribed by the laws of our society. We encourage you to participate in decision-making appropriate for your function and role with us. At the same time, we require that you accept the constraints that these policies impose on your decisions. An inappropriate decision places the entire organization at risk – this is something that we cannot tolerate.

Fort Worden Value 2. TEAMWORK

We can serve our guests better by valuing and relying upon one another. We understand the importance of every team member and each department and continually work to improve our processes and relationships, because: Together Everyone Achieves More (TEAM)

3.1 “AT WILL” EMPLOYMENT

Washington state is an “at will” state, which means that your employment at Fort Worden is entirely voluntary and “at will”; it is without any specified term for your employment. This means that you are free to terminate your employment with us at any time for any reason – with or without notice or cause. Likewise, as an employer in an “at will” state, Fort Worden is free to terminate your employment opportunity at any time for any reason – with or without cause, for any reason not prohibited by law. We accept as policy that no supervisor, director or any other representative of Fort Worden has the authority to make a legally binding commitment.

3.2 A DIVERSE WORKPLACE

We are committed to the Equal Employment Opportunity expectations of our government and provide equal opportunity for all team members regardless of race, sex, religion, sexual orientation, sexual identity, gender identity, age, national origin, veteran’s status, marital status, physical or mental disability, pregnancy, genetic information, domestic violence victim status or any other characteristic or status prohibited by applicable state, federal or local laws.

Fort Worden will not discriminate against qualified applicants or team members with sensory, physical or mental disability. Applicants and team members with a disability must be able to perform the essential functions of the job with reasonable accommodation. If you have a disability that affects your job
performance, you must let Human Resources know as soon as possible. We will then discuss with you the possibility of providing reasonable accommodations to enable you to perform the essential functions of your job. If you become unable to perform the essential functions of your job, even with a reasonable accommodation, we will assist in helping you identify and apply for other jobs at Fort Worden that may be available and for which you may be qualified.

Please understand that there are circumstances in which an accommodation could cause “undue hardship” or “direct threat” upon Fort Worden or its team members’; under such circumstances Fort Worden is not required to provide reasonable accommodation. For example, most of the buildings under the management of the Fort Worden are historic and are noted as such on the National Register of Historic Places, and many of them are exempt from certain disability access laws. And Fort Worden may also not be able to provide a reasonable accommodation if there is a “direct threat” meaning a significant risk of harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation.

Contact Human Resources with any questions or requests for accommodation which will be considered on an individual basis. Any medical documentation or issues discussed during this process will be kept confidential consistent with applicable laws.

Fort Worden Value 3. RESPECT

We respect all viewpoints and are supportive of different perspectives. Our actions build respect with others. As decisions are made, we work within our teams with a positive and helpful attitude. We seek to understand first when faced with conflict or difficulties with our guests or other employees (team members).

3.3 TEAM MEMBER CONDUCT

The following Team Member Conduct policy contains expectations that come from our values and the laws of our country and state. This Policy is expected to be followed by all team members of Fort Worden at all times. You have the responsibility to perform your duties to the best of your ability and to the standards in your job description or as otherwise established by Fort Worden. Failure to meet or exceed these expectations will result in an unproductive work environment at a minimum and may be cause for disciplinary action up to and including termination from employment. All Fort Worden team members are expected to:

- Represent the Fort Worden to each other and the public in a professional manner which is tactful, courteous, efficient, respectful and helpful;
- Maintain a clean and neat personal appearance, appropriate for their position and work environment and in accordance with applicable uniform policies;
- Comply with all Fort Worden policies, procedures, safety rules and safe work practices;
- Carry out directions given by your supervisors, leadership team, and executive team;
- Preserve and protect Fort Worden’s equipment, grounds, facilities and resources;
- Provide orderly, friendly and cost-efficient services to our guests.
3.4 CORRECTIVE DISCIPLINE AND TERMINATION

Every team member has the duty and the responsibility to be aware of and abide by existing rules and policies, to perform your duties to the best of your ability and to the standards set forth by Fort Worden. Fort Worden in its sole discretion, may take any necessary disciplinary action, up to and including the termination of employment, to address issues such as poor work performance or misconduct.

With the intent to improve performance and/or to prevent any recurrence of undesirable behaviors, Fort Worden normally supports the use of progressive discipline to address issues such as poor work performance or minor misconduct. Progressive discipline includes verbal warning and counseling, and a written warning, or a Performance Improvement Plan (PIP). Resulting discipline may include suspensions with or without pay, demotion or immediate dismissal, with the understanding that Fort Worden has the right to combine or skip progressive discipline steps as it determines to be appropriate given the situation. The fact that Fort Worden has or has not utilized any of these actions does not set any precedent and should not be relied upon in future disciplinary situations by any team member. Fort Worden has the discretion to determine what it considers the appropriate level of discipline or correction for any inappropriate conduct or poor performance, including oral and written warnings, suspensions with or without pay, demotion or immediate dismissal. The information above is not exclusive or binding on Fort Worden.

IMMEDIATE DISMISSAL

There are certain kinds of actions that cannot be permitted to occur because of their impact on other team members, the public good and the Fort Worden. Such offences may result in immediate dismissal. The following not all-inclusive list are examples of such offenses that may result in immediate termination:

- Theft, misappropriation or removal of Fort Worden property or the property of other team members, guests, our community and the public
- Acknowledged, intentional or repeated falsification of any application for employment or any report, record, timesheet or record
- Soliciting and/or accepting payment, gifts, or any item of value for services performed during the regular workday, whether or not the services are performed on behalf of the Fort Worden and whether or not Fort Worden vehicles or equipment are used
- Sexual and discriminatory harassment of any kind
- Willful alteration, destruction or waste of Fort Worden campus, facilities, records or equipment, wherever located, or the destruction of another team member's or public member's property
- Possession and/or use of alcohol, narcotics or other controlled substances on Fort Worden campus, in Fort Worden vehicles, or during any occasion which is associated as work performed for the Fort Worden (except when such possession is pursuant to the team member’s employment duties)
- Giving or taking a bribe of any nature as inducement for obtaining or retaining a Fort Worden job or position
- Serious or repeated disorderly conduct, horseplay or insubordination. Insubordination includes, but is not limited to:
Neglect of responsibilities or refusal or failure to carry out orders or instructions when working

Public disrespect displayed, hostile or abusive language, stereotyping or ignoring the rights of others, displaying insensitivity to the beliefs and customs of others, toward any person, while performing work or on campus

Coercing or interfering with the work routine of others

Physical confrontation and/or deliberate attempts to cause bodily harm

Unauthorized possession of firearms, explosives or any dangerous weapons while performing Fort Worden work

Participating in a work stoppage or slowdown

Recklessness resulting in an accident while on duty, whether on Fort Worden campus or while driving a Fort Worden vehicle

Racial or sexual harassment directed toward another person, including but not limited to demands for sexual favors in exchange for employment, retention of job, promotion or other employment benefits

OTHER DISCIPLINARY ACTIONS

There are certain types of team member’s actions that could be seen as less severe in nature, however when there is a recurrence of the action rather than the first occurrence of the action, could result in disciplinary action including discharge. For such actions, a team member will normally receive a written or verbal warning, be suspended without pay or placed on disciplinary probation prior to discharge, depending upon all the facts and circumstances presented in each instance. The following is not an all-inclusive list of examples of such offences:

- Ignoring safety rules or common safety practices
- Engaging in disorderly conduct, horseplay, insubordination, or conduct that would be of detriment to the image of the public employee or of Fort Worden
- Spreading rumors, gossiping or discussing non-business-related information about others
- Failure to report occupational injuries or accidents, including motor vehicle accidents within eight (8) hours of the incident
- Engaging in activities other than assigned work during working hours and/or while operating Fort Worden equipment, without approval in advance by a director
- Acting in an uncivil manner or using language that is insulting, rude, insolent, or obscene toward any person while working for the Fort Worden, or while operating Fort Worden equipment, or on Fort Worden campus
- Failure to exercise the care and attention to one's work required by the circumstances
- Smoking in restricted or prohibited areas
- Accepting employment or engaging in business for profit with another employer without written authorization from a member of the executive team
- Un-excused or excessive absences or tardiness
- Immodest dress, unprofessional dress, dress not in keeping with one’s work function, this includes refusal to wear uniforms or Fort Worden-logo clothing if your position is mandated to do so, or to wear such clothing in a dirty or untidy fashion
- Failure to obey driving and parking rules at the Fort
- Leaving work before the end of the shift or not being ready to begin work at the start of the shift or working overtime without permission of your supervisor
• Loaﬁng or spending unnecessary time away from the job
• Unauthorized possession or use of any Fort Worden property, equipment or materials
• Carrying an unauthorized passenger in a Fort Worden vehicle
• Contributing to unsanitary or unsafe conditions
• Use of Fort Worden property or time for personal ﬁnancial gain or ﬁnancial gain of another person

CORRECTIVE DISCIPLINE INTERVIEW
As soon as possible after a possible infraction of any policy, an interview should be conducted by the director with the team member suspected of the misconduct. The director should conduct the interview in private. If the misconduct is serious, the director should have another management representative present. The team member may also request to have another team member present during the interview. The team member should be given a chance to explain what happened and why it happened, and be encouraged to identify any others who may have knowledge of the incident. The director will contact the team member after the investigation has been completed. In the case of a serious infraction, the director may decide to suspend the team member with or without pay during the course of the investigation.

INVESTIGATION
Upon completion of the interview and determining the need for an investigation the director will reach out to Human Resources or an uninvolved director to conduct a preliminary investigation. The director should conduct interviews with all witnesses as soon as possible after the event and detailed notes should be taken. If the incident involves a serious infraction, the director should obtain signed statements from the witnesses. The investigation should determine the following though in case of minor fractions a simpliﬁed version of the below may be followed:

• Whether or not the incident occurred
• Who was involved in the incident
• Names of any witnesses and signed statements, if appropriate
• A statement describing the speciﬁc nature of the incident and when it occurred
• A statement describing any consequences of the incident such as injuries, reduced productivity, damage to Fort Worden property, etc.

DISCIPLINARY ACTION
Once an investigation has been conducted and it has been determined that an infraction has occurred, one or more of the following disciplinary actions may be taken. The Fort Worden may skip steps in this sequence whenever, in its judgment, circumstances require an abbreviated disciplinary procedure.

• A review of the team member’s personnel ﬁles may be conducted to identify circumstances that would support either increasing or reducing the imposed disciplinary action.
• The director completes a written disciplinary action form. In describing the nature of the misconduct on the form the following should be included: the date and time of the infraction, a brief description of the events, a list of rules or policies that were violated and the effective date and nature of the disciplinary action.
• If the discipline is a ﬁnal warning, it should be clearly stated that a future offense will result in immediate termination.
• The team member must be allowed to review the disciplinary action form and must also understand exactly what action will be taken should another violation occur.
• The team member should be asked to sign the disciplinary form. If the team member refuses to
sign, the director should attempt to have the team member sign a notation that the team member refused to sign the form. In the event the team member refuses to sign the notation, the director should have another director verify the team member’s refusal.

- It is important that detailed notes are kept of this meeting and to have another person present to witness the proceedings.

**Oral warnings** may be given for minor offenses or to bring to the attention of a team members potential work performance problems. Oral warnings may include an explanation of the violation or problem and requests for corrective action. A notation of each oral warning may be given to the team member, and should be placed in their file and maintained by the director and Human Resources for future reference.

**Written warnings** may be given for a more serious offense or when there have been one or more oral warnings for minor offenses or problems in work performance, repeats or fails to take corrective action. A copy of the written warning is to be signed by and given to the team member and a copy entered into the team member’s file.

**Suspension/final warnings** may be given for serious infractions of rules of conduct for which immediate discharge is not appropriate for repeated offenses, or for failure to correct an action for which a written warning was previously given. A suspension is time off without pay for disciplinary reasons. In each case of disciplinary suspension, a written memo will be prepared. After review with the team member, a copy will be given to the team member and a signed copy will be entered into the team member’s file.

**DISMISSAL**
When the director feels that the nature of a violation warrants dismissal or if the dismissal is a result of the disciplinary procedure where the desired corrective action was not achieved by one or all of the steps above, the director will prepare a written report and submit it to Human Resources.

Pre-dismissal Meetings will be conducted by the direct supervisor, department director and Human Resources (Dismissal Committee). The Dismissal Committee may use the services of legal counsel or consultants as required. The pre-dismissal meeting will not be a public meeting unless required by law. The results of the Pre-dismissal meetings will be reviewed by a member of the Executive Team.

The team member will be notified well in advance of the date and time of the pre-dismissal meeting and provided with a written notice of the charge or grounds for termination and a summary of the Fort Worden’s evidence. The notice will include the reasons the proposed disciplinary action is being recommended, the range of discipline being considered and the fact that this is the employee’s opportunity to provide any information as to why the proposed discipline should not occur. Any information presented by the team member that is new and could be considered material to the case, will be reviewed prior to making the final disciplinary decision. The team member will also be given an opportunity to respond to these charges, either orally or in writing, and to explain why the Fort Worden should not go ahead with the dismissal.

No team member who has completed more than 90 days of employment will be terminated for any reason without a pre-dismissal meeting with the Discharge Committee. Although the director’s explanation of the Fort Worden’s evidence should be sufficient to inform the team member of the basis for dismissal, this procedure will not be construed to limit the Fort Worden at any subsequent hearing or proceeding, from presenting a more detailed and complete case including the presentation of witnesses and/or documents.
not introduced at the pre-dismissal meeting. Should the Discharge Committee determine to proceed with the dismissal or some alternative disciplinary action, the Fort Worden will give the team member written notice of discipline without undue delay.

APPEAL PROCESS
An appeal may be made by the team member within five (5) business days of the disciplinary action meeting. The appeal must be submitted in writing to Human Resources. Human Resources and a member of the Executive Team will review the investigation notes and the team member's files to ensure that the disciplinary action is fair and consistent within five (5) business days of receipt of the appeal.

3.5 VIOLATIONS OF STATE OR FEDERAL LAW – “GOVERNMENT MISCONDUCT”
All Fort Worden team members are considered public/government employees. Team members have the right and the duty to report improper behavior or action of others, particularly when those actions go beyond violating Fort Worden policy and violate state or federal law. Those who make a good faith report or complaint will be protected from retaliation under the Local Government Employee Whistleblower Protect Act, RCW 42.41.

“Improper governmental action means any action by a local government officer or employee (1) that is undertaken in the performance of the officer’s or employee’s official duties, whether or not the action is within that person’s employment and (2) that is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds.”

If you witness a team member doing something while functioning as a Fort Worden team member that violates the law or is unethical, we encourage you to report it immediately. While it may be difficult to know whether something is truly illegal – if it doesn’t “feel right” say something and let the [insert agency] decide whether or not it is improper.

Improper governmental action does not include team member actions such as: employee grievance, complaints, charges of discrimination or harassment (which are governed by a separate reporting procedure), appointments, promotions, transfers, assignments or reassignments, reinstatements, restorations or reemployments, performance evaluations, reductions in pay, dismissals, suspension, demotions, violations of the local government collective bargaining and civil service laws, alleged labor agreement violations and reprimands.

PROCEDURE FOR REPORTING GOVERNMENT MISCONDUCT
Fort Worden team members who become aware of improper governmental action should follow this procedure:

- As soon as possible write a statement, in detail, the basis for the misconduct or improper action that has occurred.
- Bring it to the attention of your director, if the director is not involved. If you believe the director is involved in the improper action, raise the issue directly with Human Resources or a member of the Executive Team. Where the team member believes the improper action involves executive leadership or Human Resources, you may raise the issue directly with the Board Chairman.
• In the case of an emergency, where you believe that damage to persons' property may result if action is not taken immediately, you may report the misconduct directly to the appropriate government agency responsible for investigating the misconduct, or the Jefferson County Prosecutor.

• Upon completion of an investigation, you will normally be advised of the results; however, personnel actions taken as a result of the investigation may be kept confidential. Those involved in reporting or with the investigation may request that their identities be kept confidential; Fort Worden will honor this request to the extent possible under law, business necessity and the needs of the investigation, however cannot guarantee confidentiality.

PROTECTION AGAINST RETALIATORY ACTION
It is unlawful for Fort Worden to retaliate against a team member who, in good faith, provided information that government misconduct occurred. Team members who believe they have been retaliated against for reporting an improper governmental action should follow these procedures:

1. Within thirty (30) days of the occurrence of alleged retaliatory action, provide a written complaint to your supervisor, Human Resources, or the Executive Director. The written statement will (1) specify the alleged retaliatory action and (2) specify the relief requested.

2. Fort Worden will investigate the complaint of retaliation and will send you a written response to both the charge and request for relief within thirty (30) days of receiving the complaint, unless additional time is needed to determine the validity of the allegations.

3. After receiving Fort Worden’s response, you may request a hearing before a state administrative law judge by delivering a request to the Executive Director within fifteen (15) days of receipt of the Fort Worden response. The intent of the hearing is for you to establish that a retaliatory action occurred and obtain relief according to law.

4. Within five (5) working days of receipt of a request for hearing, Fort Worden will apply to the Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge.

5. At the hearing, you must prove your claim by providing the evidence.

Team members who fail to make a good faith attempt to follow this policy and procedure in reporting improper governmental action will not be eligible for the protection outlined against retaliation. Please seek assistance from the Executive Director or Human Resources with any ethical concerns. Refer to the reporting procedures under the Discrimination and Harassment Prevention Policy (Section 3.5) for more information.

3.6 DISCRIMINATION AND HARASSMENT PREVENTION POLICY

Fort Worden strives to create and maintain a work environment in which people are treated with dignity, decency and respect. We will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of our teams, Fort Worden will seek to prevent, correct and discipline behavior that violates this policy.

Discrimination or harassment of any sort – verbal, physical, or visual – will not be tolerated. Harassment or discrimination based on an individual’s sex, race, color, sexual orientation or sexual identity, gender identity, national origin, religion, age, marital status, veteran’s status, disability, genetic information, domestic violence status or any other characteristic or status protected by state, federal or local law is
unacceptable and will not be tolerated.

All team members, regardless of their position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any team member who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Retaliation against anyone who complains of harassment or discrimination in good faith, or who participates in an investigation in good faith, is also prohibited. Every supervisor is required to take complaints of harassment, discrimination or abuse seriously, and must immediately report such matters to Human Resources. Failure to report may result in disciplinary action up to and including termination of employment.

DISCRIMINATION

We commit to a policy of non-discrimination. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, reduction in force, transfer, leaves of absence, compensation, and training. It is a violation of Fort Worden’s policy to discriminate in the providing of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person’s race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

SEXUAL HARASSMENT

Sexual harassment is one form of unlawful harassment. Sexual harassment can be, but does not have to be, “sexual” in nature. Sexual harassment may include requiring a person’s submission to, or rejection of, sexual advances and/or sexual harassment may alter that person’s terms or conditions of employment. Sexual harassment also includes a sexually abusive, intimidating, hostile, or offensive work environment. Such an environment can be created by unwelcome sexual advances, requests for sexual favors, gender harassment, the display of sexually suggestive objects or pictures or emails, or any other similar types of verbal or physical conduct that unreasonably interferes with a team member’s work performance.

HARASSMENT

Harassment is not limited to sexual harassment. Harassment on the basis of any other protected characteristic or status is also strictly prohibited. Under this policy, harassment is unwelcome conduct (whether verbal, written, physical, or otherwise) that slanders or shows hostility or aversion toward an individual because of race, color, national origin, religion, age, gender, sexual orientation or identity, marital status, citizenship, genetic information, disability, or any other characteristic protected by federal, State or local law. Depending on the circumstances, harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected status or trait. This may include material that is placed on walls or elsewhere on Fort Worden’s premises or is otherwise circulated in the workplace, or during work time or using Fort Worden’s resources, such as e-mail, phone (including voice messages), text messages, tweets, blogs, or other communication
apps/tools, social networking sites or any other means.

REPORTING DISCRIMINATION OR HARASSMENT OF ANY TYPE
No hardship, loss, benefit or penalty may be imposed on a team member in response to, filing or responding to a genuine complaint of discrimination or harassment, appearing as a witness in the investigation of a complaint or serving as an investigator of a complaint. However, filing groundless or malicious complaints against Fort Worden or its team members is an abuse of this policy and will be treated as a violation. Anyone who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

SUPERVISOR RESPONSIBILITIES
All those in supervisory positions who are aware of situations involving discrimination or harassment must respond to these situations regardless of whether or not a complaint is received. Supervisors who receive complaints or become aware of such incidents must promptly notify the appropriate department director and Human Resources of the allegations, including all information known to or received by the supervisor. The supervisor will work with Human Resources and executive management take prompt action to insure the behavior is not repeated.

Those who are aware of situations involving discrimination or harassment must report and respond to such situations regardless of whether or not a complaint is received. All those in supervisor positions are required to take the above steps and may be disciplined if they do not.

CONFIDENTIALITY
All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. Human Resources will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the Human Resources department.

COMPLAINT PROCEDURE
Fort Worden has established the following procedure for making a complaint of harassment, discrimination or retaliation. Fort Worden will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted in writing to your supervisor and/or Human Resources as soon as possible after an incident has occurred. In the event a team member refuses to provide information in writing, Human Resources will document the verbal complaint.
2. Upon receiving a complaint or being advised by a director that violation of this policy may be occurring, Human Resources will notify executive management and review the complaint. Legal council may also be asked to consult on the complaint.
3. Human Resources will initiate an investigation to determine that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, Human Resources, together with executive management, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct
occurred. Those participating in an investigation will refrain from discussing the investigation process, interviews or issues under investigation to prevent harmful gossip and to prevent the possibility of tainting the investigation.

6. Upon conclusion of an investigation, Human Resources will submit a written report of findings to the executive management. If it is determined that a violation of this policy has occurred, Human Resources will recommend appropriate disciplinary action.

7. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, Human Resources may recommend appropriate preventive action.

8. Once a final decision is made Human Resources will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

ALTERNATIVE LEGAL REMEDIES

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts.

RESPONSIBILITY FOR IMPLEMENTATION

Fort Worden is responsible for distributing information on this policy, for developing training programs and guidelines for preventing sexual or other forms of harassment, and for investigating and resolving allegations of harassment. All leaders are assigned responsibility for implementing this policy, ensuring compliance with and knowledge of its terms, and for taking immediate and appropriate corrective action if they witness inappropriate behavior or receive a complaint. Supervisors must open and maintain channels of communication to permit team members to raise concerns of sexual or other workplace harassment without fear of retaliation, stop any observed harassment, and treat harassment matters with sensitivity, confidentiality, and objectivity. Failure by those in management positions to carry out these responsibilities may result in disciplinary action up to and including termination.

We strongly urge you to report all incidents of harassment, discrimination, or other inappropriate behavior as soon as possible. We want to provide you with a pleasant and productive working environment, but we cannot do that if these issues are not brought to our attention. Please join us in our efforts to maintain Fort Worden as an enjoyable place to work for all team members.

Fort Worden Value 4. PROACTIVE

We are proactive every day in our actions with guests, employees (team members), and board members. We are focused on ensuring results are targeted to meet or exceed specific goals. We enthusiastically and eagerly accept or initiate new challenges. We are curious and open-minded to new ideas, suggestions and change. We approach our work with a winning and solutions-focused attitude.
3.7 WORKPLACE VIOLENCE

Fort Worden is committed to providing a safe and secure work environment for team members, contractors, visitors, guests, and the general public. We strictly prohibit threatening or actual workplace violence. This includes, but is not limited to, the following types of behavior:

- Bullying, threatening injury or damage against a person or property
- Fighting or threatening to fight with another person
- Stalking, following, or invading another team member’s personal life
- Violation of the weapons policy regarding the use or possession of a weapon on Fort Worden premise (see Section 3.8 WEAPONS for policy)
- Engaging in shoving, fighting, blocking, impeding another person, even if done “all in fun”
- Abusing or injuring another person
- Using obscene or abusive language or gestures in a threatening manner
- Raising voices in a threatening manner
- Any other behavior that causes others to feel unsafe

Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited. Any team member who violates this policy will be subject to immediate discipline, up to and including termination.

REPORTING PROCEDURE

If you reasonably believe you are in a situation with a person who may cause you physical harm or is threatening to (e.g., any person who uses obscene or abusive language or gestures, makes threats, or acts in a violent or threatening manner) should immediately leave the area and call 911. Once you are safely out of harm’s way, immediately report the situation to your supervisor and director. If they are unavailable or are part of the violence, then report the situation to executive management. Once the situation has been defused, all involved will complete an Incident Report within twenty-four hours of any incident in which you feel threatened with physical harm, subjected to verbal abuse, or made to feel unsafe in another manner. This report must be submitted to Human Resources who will initiate a full investigation, and follow up with any appropriate disciplinary or corrective action.

DUTY TO REPORT PROTECTIVE ORDERS

Any team member who is the subject of or protected by a domestic violence protective order or civil protective order will immediately report the existence of the order to the director or Human Resources who will then notify appropriate executive management so they can make efforts to support the situation.

DUTY TO REPORT CRIMINAL ARRESTS AND CONVICTIONS

Any team member who is arrested or convicted of a felony, gross misdemeanor, or misdemeanor offence will immediately report such arrest or conviction to their director or Human Resources.

3.8 WEAPONS

Since we are part of a State Park, weapons are prohibited and are not allowed on our campus. Weapons are also prohibited to be readily accessible off campus, for instance in a vehicle driven to work. This includes, but is not limited to a weapon for which you may have a valid permit. Weapons include carrying, exhibiting, displaying or drawing any firearm, dagger, sword, knife, explosive device, cutting or stabbing instrument, club or any other object capable of producing bodily harm. This policy does not apply
to or affect the following:

- Authorized law enforcement officer
- Any person making or assisting in making a lawful arrest for the commission of a felony.
- Any situation where a team member’s job duties require the carrying or use of explosives, poisons or other potentially dangerous chemicals or devices, while in the performance of those duties and only as it relates to those items
- Other exceptions as may be authorized in writing by the Executive Director
- Carrying mace, pepper spray or similar for defensive purposes, is not a violation of this policy
- A team member carrying or using an object to perform their job (such as a knife for a cook) appropriately

Any violation of this policy will be subject to disciplinary action, up to and including termination.

3.9 SUBSTANCE ABUSE

While at work, you have a responsibility to your coworkers, and to the general public, to perform your work in a safe and conscientious manner. Fort Worden’s policy on substance abuse reflects our concern for your well-being and the safety of all our team members and members of the public.

Fort Worden strictly prohibits the consumption, distribution, or being under the influence of, alcohol or drugs in the workplace or during work time, including recreational and non-prescription medical marijuana. Possession of medical marijuana, or legal amounts of recreational marijuana or its byproducts, or being under the influence of marijuana while on duty is prohibited and may lead to disciplinary action (RCW 69.51A.060(6)). When you are on the job, you are expected to be free from any impairment or substance which could contribute to an injury, accident, property damage, or interfere with productivity. You are to be free of illegal drugs or potentially impairing levels of legal substances. In short, all team members are expected to be “drug- and alcohol-free” and “fit for work.”

The possession and use of medically prescribed and over-the-counter drugs during work hours is permissible, provided the prescription drugs are specifically prescribed by an authorized health care provider for the use by that team member, use of prescription or over-the-counter drugs complies with the recommended dosage and usage and use does not result in any impairment. Should circumstances arise that you would need to use or be under the influence of prescription or over the counter drugs while at work, you must immediately inform your supervisor of such usage including notification of any warning notice that use could impair your ability to perform your job safely and effectively or could endanger others. Depending on the circumstances, you may be reassigned, prohibited from performing certain tasks, or prohibited from working while using the medication.

Fort Worden may require documentation from the prescribing or recommending physician indicating the need for the medication and the side effects that may impact the safety or work of the team member or others in the workplace. Any medical documentation or issues discussed will be kept confidential consistent with applicable laws (such as the Americans with Disabilities Act).

TEAM MEMBER ASSISTANCE

Fort Worden will assist and support team members who voluntarily seek help for drug and/or alcohol abuse or addiction before becoming subject to discipline or termination under this or other Fort Worden policies. Such team members will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. They may be required
to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been scheduled, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the team member will have forfeited the opportunity to be granted a leave of absence for treatment, and possible discipline, up to and including dismissal, will be enforced.

WORK RULES

1. Whenever team members are operating any Fort Worden vehicle, and/or present on Fort Worden premises or conducting company-related work offsite, they are prohibited from:
   a. Using, possessing, buying, selling, manufacturing or dispensing illegal drug or a legal prohibited substance
   b. Being under the influence of alcohol, legal drugs or an illegal drug as defined in this policy
   c. Purchasing alcohol with Fort Worden funds
   d. Consuming alcohol*

2. The presence of any detectable amount of any illegal drug or illegal controlled substance in a team member while performing company business or while in a Fort Worden facility is prohibited.

3. Fort Worden will also not allow team members to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Those taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

4. Any illegal drugs will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

*The moderate consumption of alcohol at company-sanctioned social events on or off Fort Worden’s premises (such as holiday parties or special events) is not a violation of this policy. In those cases, you are expected to conduct yourself in a manner appropriate to the event and are strictly prohibited from operating motor vehicles or other equipment while “under the influence of alcohol”. Under the influence of alcohol means an alcohol concentration equal to or greater than .08, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that a team member is impaired because of alcohol use.

When in the course of performing job duties customary in the hospitality industry for guest services, team members may need to taste certain food and beverage items or ingredients to ensure that they are fresh, unspoiled, appropriately mixed, or not “corked.” Fort Worden expects and requires that team members taste such items or ingredients in the smallest amounts necessary to avoid undue consumption of alcohol that would be in violation of the alcohol policy and this Section 3.5 SUBSTANCE ABUSE.

WHEN JOB PERFORMANCE IS AFFECTED

Fort Worden may discipline or terminate a team member who possesses, consumes, sells, purchases, distributes or uses alcohol or controlled substances during work hours. Fort Worden may also discipline or terminate a team member who reports for duty or who works under the influence of, or is affected by, alcohol or controlled substances. A team member may be required to submit to alcohol or controlled substance testing when Fort Worden has reasonable suspicion the team member is under the influence
of controlled substances or alcohol. Those involved in accidents which require medical attention or result in a non-trivial amount of property damage may be subject to a drug and/or alcohol screen if Fort Worden has reasonable suspicion the team member is under the influence. Refusal to submit to Fort Worden-requested testing will be considered a positive test and subject the team member to disciplinary action, up to and including termination. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, physical absence resulting in the inability to conduct the test or any other acts constituting refusal under 49 C.F.R. part 40.

SUPERVISOR RESPONSIBILITIES
If a supervisor has reasonable grounds to believe a team member is under the influence of alcohol or drugs when reporting for work or during the work shift, the supervisor has an obligation to verify the team member’s condition and relieve them of their duties. The supervisor should seek the opinion of at least one additional supervisor, if practical.

The possibility of Fort Worden or supervisor liability exists if a team member who is under the influence of alcohol or drugs is allowed to remain working, operate or drive vehicles or equipment on the job or drive a private vehicle from the work site. A team member who is believed to be under the influence of alcohol or drugs should not be allowed to operate equipment or drive a vehicle, including a private vehicle, until it is determined the team member possesses the ability to safely operate the equipment or drive a vehicle. If a team member is impaired, a supervisor should transport or arrange transportation of the team member to a medical facility or the team member’s home, as appropriate.

A supervisor and/or director who observes a continuing decline in a team member’s job performance or attendance is encouraged to refer them to the Employee Assistance Program when usual supervisory actions have failed to yield improvement. Use of the program is confidential and does not replace normal disciplinary procedures for unsatisfactory job performance.

TEAM MEMBER RESPONSIBILITIES
We ask that if you witness any perceived or suspected violation of this policy that you report immediately to your supervisor, the Executive Director or Human Resources. We are more likely able to take the most appropriate action when evidence is at hand.

NOTICE REGARDING MARIJUANA USE AND POSSESSION
On November 6, 2012, Washington voters passed Initiative 502 legalizing the recreational use of small amounts of marijuana under Washington State law. The law became effective on December 6, 2012. However, under federal law, marijuana remains a controlled substance and possession or use of the drug constitutes a crime. The federal and state governments have not yet determined how to resolve this conflict between state and federal law. However, team members who are impaired at work as the result of marijuana use will be subject to disciplinary action, up to an including termination of employment.

3.10 LIFE THREATENING/COMMUNICABLE DISEASES
Team members with life threatening illnesses or communicable diseases are treated the same as all other team members. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves, co-workers or the public. Fort Worden will work to preserve the safety of all of its team members and
reserves the right, to the extent allowed by law, to reassign team members or take other job actions, including termination, when a substantial and unusual safety risk to others or the public may exist.

3.11 TEAM MEMBER PERSONNEL FILES

Every team member has a personnel file in a locked file cabinet in the Human Resources office. Your file contains your name; title and/or position(s) held; job description; assigned department; wage; employment status change information; training received; performance assessments; any discipline; accommodation and other pertinent information. Any confidential and medical information is contained in a separate secured file. We ask you to keep your information up-to-date by notifying your supervisor or Human Resources of any changes of address or contact info, marital status or dependents if relevant to insurance plans.

Fort Worden will provide you access to your own personnel file pursuant to state and local law. Your files will be made available within a reasonable period of time after the request. Also, please understand that the Fort Worden is a public entity, and as such some of its personnel records may be the subject of public disclosure requests. Fort Worden intends to keep personnel practices, including disciplinary actions, confidential but will comply with Washington’s public records act and government laws.

You have the right to review your own file. Personnel files are kept confidential to the extent permitted by law (e.g. Chapter 42.56 RCW and RCW 42.56.230). Your immediate supervisor, executive team members, the legal counsel, also has the right to view your file. Please understand that if a team member engages in misconduct, such information may become available to the public under current interpretations of the public records act.

3.12 EMPLOYEE REFERENCES AND VERIFICATION OF EMPLOYMENT REFERENCES

Only the Fort Worden Executive Director, Human Resources, or CFO will provide employment references on current or former Fort Worden team members. References will be factual in nature and job related. All written references will be placed in the personnel file.

Fort Worden has immunity under RCW 4.24.730 for certain disclosures of team member information to a prospective employer. Fort Worden will endeavor to retain a written record of the identity of the person or entity to which information is disclosed under RCW 4.24.730 for a minimum of two years from the date of disclosure, and the team member or former employee has the right to inspect any such written record upon request; any such written record will become part of personnel records.

VERIFICATION OF EMPLOYMENT

The Finance or Human Resource department may respond to requests from persons or entities seeking confirmation/verification of employment (including compensation, dates of employment, and position title).

3.13 TEAM MEMBER ISSUES AND OPEN COMMUNICATION

At Fort Worden, we believe that communication is at the heart of good team member relations. You are encouraged to ask questions, make recommendations or suggestions for the improvement of Fort Worden services and operations, and please do so in a non-disruptive manner. To do so, meet and discuss
questions, concerns and recommendations with your immediate supervisor or write them down and drop them in one of our suggestion boxes located around campus. If a satisfactory response is not received you may ask for a meeting with the appropriate director to discuss the issue. In the event the issue is not addressed at the department level, it may be brought to Human Resources and finally, a member of the executive team for review and decision.

If you have a concern about discrimination or harassment, Fort Worden has set up special procedures to report and address those issues in those sections (Section 3.5 Discrimination and Harassment). Similarly, if you witness any other governmental misconduct by a board member or team member, Fort Worden has a separate policy to address those issues (Section 3.5: Government Misconduct). Team members should follow those procedures for those types of complaints or concerns.

3.14 CONTACT WITH THE MEDIA

Only members of the executive team Fort Worden, or team members designated by the executive team may respond to the news media during working hours. If you receive an inquiry from the media while at work, you should not answer any questions and forward the inquiry to the Executive Coordinator.

3.15 NON-SOLICITATION OR DISTRIBUTION

We are here to serve our guests, tenant partners, and the public good. Please do not conduct any activities that do not contribute value to the work we do. Unless explicitly approved by Fort Worden, we ask that you not:

- solicit another team member while either of you are on paid working time
- solicit our vendors or guests for personal reasons
- distribute advertising material or other kinds of literature or written materials while on paid time or in a working area

Non-employees also may not solicit or distribute literature on Fort Worden’s premises without permission of the executive management team. Please assume the authorization to stop anyone not on the pre-approved list from attempting to solicit or distribute literature. Please report any activity of this nature to your supervisor.

NOTE: This section may be modified after reviewing City of Port Townsends Employment Guide on Political Campaigning, e.g literature, wearing of buttons, ect.
CHAPTER FOUR: HOURS AND ATTENDANCE

4.1 WORK SCHEDULE

Our guests’ needs determine our work schedule. Each department reviews the needs of our guests and develops a schedule to provide quality services to best meet their satisfaction. As the needs of the guest vary, we often must vary our working hours. When work hour changes are necessary, your supervisor will always do their best to work with your personal requirements, but please remember: we all work for our guests!

For payroll purposes, our standard workweek is 40 hours; the workweek commences on Saturday morning at 12:01 a.m. and ends the following Friday day evening at midnight. Workday lengths for exempt team members are determined primarily by their current workloads. While some jobs have working hours that are from 8:00 a.m. to 5:00 p.m. daily, many other jobs have shifts outside of this timeframe.

4.2 HOURS OF WORK AND OVERTIME

From time to time it may be necessary for team members to perform additional or overtime work in order to complete a project or duty. Nonexempt, or those paid on an hourly basis, will be paid overtime for hours worked in excess of 40 hours a week at time and one half. Paid leave, such as Vacation Leave, is not considered work time for the purposes of computing a nonexempt team member’s overtime pay.

When it is necessary to work overtime, nonexempt team members must obtain approval from their supervisor prior to working the overtime hours. Failure to obtain prior approval for overtime hours may result in disciplinary action, up to and including termination of employment. For overtime calculation purposes, a new workweek begins at 12:01 a.m. each Saturday and ends on Friday at midnight.

Nonexempt team members are cautioned not to access job related emails or conduct other job-related business outside of work hours.

Exempt team members are not covered by FLSA or Washington Minimum Wage Act overtime provisions and do not receive overtime. An exempt team member is paid to perform a job, which may not necessarily be completed in a normal workweek.

Fort Worden Value 5. ACCOUNTABLE

We take full responsibility for our actions collectively as a team and as an individual. We can be counted on to contribute consistently and manage our load of commitments. We put the needs of the group and organization ahead of ourselves. We can trust one another.

4.3 RECORDING TIME WORKED

NON-EXEMPT TEAM MEMBERS

If you receive hourly compensation (nonexempt), you have the responsibility to maintain your own record of time and must personally check in at your scheduled time prior to beginning work. Verification will be done through our electronic time and attendance system which is our primary method for keeping
your time record.

Your time record is an extremely important document used to calculate your pay. Any misrepresenting of information on the time and attendance system is a serious violation of trust and policy, and may result in disciplinary action up to and including termination. Please ask your supervisor or Human Resources for help if you have any questions about our time-keeping procedure.

You are always responsible for:

- Recording your time immediately upon starting a job and immediately stopping work on a job
- Recording your time when going to and returning from meals
- Recording your time for unpaid breaks (not including rest breaks)
- Record the number of regular and overtime hours worked each workweek
- Verify all hours worked in our electronic time keeping system weekly
- Record Vacation Leave, Sick Leave, or any other Leave used
- Submit all requests for Leave in our electronic time keeping system; your supervisor will approve or deny your request

Working “off the clock” is strictly prohibited and may result in discipline or termination of employment.

EXEMPT TEAM MEMBERS AND COMPENSATORY TIME

Exempt team members are responsible for managing their own workload, and are responsible for making sure they are able to perform their job satisfactorily and manage their hours worked.

Exempt team members are required to submit a request for time off in our electronic time keeping system; your direct supervisor will approve or deny the request prior to your vacation and to accurately report all time off that should be charged to their Leave (Vacation, Sick Leave, etc.). If an exempt team member has exhausted their leave, their salary will be reduced for partial-day absences of more than four hours. Weekly verification in our electronic time keeping system confirms that the days reported as worked or paid and unpaid leave taken away from work was in accordance with these policies and has been recorded accurately.

Misrepresentation of time worked or leave taken on time sheets or other time tracking reports is grounds for discipline up to and including termination.

4.4 COMPENSATORY TIME FOR NONEXEMPT TEAM MEMBERS

A regular full-time or regular part-time team member may request compensatory time off ("comp time") in lieu of overtime pay. The director of your department determines whether compensatory time is available to staff in the department you work. Fort Worden is not required to grant comp time instead of overtime pay. If the comp time option is exercised, the team member is credited with one and one-half times the hours worked as overtime. All earned and used comp time must be accounted for on your time sheet. Maximum accruals of compensatory time will be limited to sixty (60) hours. After maximum accrual, overtime compensation will be paid. Team members must use comp time accrued within thirty (30) days of earning it, unless, in the opinion of your director, Fort Worden operations would be unduly disrupted.

Comp time balances may be reviewed periodically as part of the Fort Worden's financial process.
4.5 ATTENDANCE AND PUNCTUALITY

You are a significant member of the Fort Worden team. We expect you to maintain the personal discipline to provide your team reliable attendance. They not only miss you when you’re not able to perform your function – your absence becomes a burden to them. Our success is dependent upon your team’s performance. Our positive work environment is also dependent upon your reliable attendance.

If you have an illness or an injury, we expect you to notify your supervisor before the beginning of your scheduled work hours. Similarly, if you have an emergency that will cause you to be late to work, we expect you to notify your supervisor. If your supervisor is unavailable, call your director or Human Resources. If none are available, leave a voice mail message with a phone number where you may be contacted, indicate the reason for your absence or lateness, and when you expect to be at work.

We expect your supervisor to provide performance coaching if you have multiple absences or arrive late to work multiple times. Excessive absenteeism may result in disciplinary action and/or up to termination. If you do not report to work for three (3) consecutive days without notification to your supervisor, we will consider this action as your voluntary resignation from Fort Worden.

4.6 ATTENDANCE DURING WEATHER OR EMERGENCIES

In the event of inclement weather, our practice is to keep Fort Worden open for business. We expect all team members to make a determined effort to come to work, however, you should decide whether it is safe for you to travel to work. Notify your supervisor promptly if you are going to be late or cannot safely travel to work. Please follow-up with your supervisor to make sure any time missed is properly recorded in our time tracking system as unpaid or Vacation Leave. Under exceptional circumstances, with the approval of your department director, a request to make up the lost time within the same workweek may be granted.

4.7 BREAKS AND MEAL PERIODS

As a nonexempt or hourly team members, you receive permission to take a ten-minute rest period for each four consecutive hours worked. Rest breaks should be taken no later than the end of the third hour of a shift. Please assume the responsibility to monitor your use of this time. You are also responsible to schedule the use of your break time as appropriate in serving guest needs. These breaks are the time set aside for you to take care of personal needs such as phone calls or nourishment. If you require more than ten minutes for your personal needs, you must arrange with others on your team to ensure that guest needs are being satisfied and record your additional time as unpaid time.

Your supervisor and team will be responsible for scheduling meal breaks to accommodate both guest requirements and your need for nourishment. Meal breaks are unpaid time. Thirty-minute meal breaks are expected for team members who work a minimum of five (5) hours per day. The team member must be at least two (2) hours into the shift before the meal time can start and meal time cannot start more than five (5) hours after beginning the shift.

In the event that you are requested to work beyond eight hours, you may be entitled to a second meal break or another rest period. Please check with your supervisor about when to take your meal breaks.
4.8 BREAKS FOR BREASTFEEDING

For one year after the birth of a child, team members who are nursing are entitled to breaks of reasonable duration each time the need arises to express milk. If the team member expresses milk during a standard 15-minute rest break, she will be paid for the time; if she is taking an additional break for the purpose of expressing milk, the time will be unpaid. Fort Worden will provide a location, free from intrusion from team members or the public, which may be used for this purpose. No team member will be retaliated against for exercising their rights under this policy.

4.9 PAYROLL RECORDS

The official payroll records are kept by the Finance Department. You are responsible for verifying your time worked on our time keeping system at the end of the pay period by no later than the Sunday at 5:00 pm. Pay periods end every other Friday. Verifying your work record constitutes your confirmation that the time reported as worked and any unpaid leave taken away from work was in accordance with our policies, and all time has been recorded accurately. All time must be reviewed and approved (verified) by your supervisor.

CHAPTER FIVE: BENEFITS

Our goal is to provide our team members a set of dependable benefit options for their physical and mental health, their families and their future so they can choose the best coverage(s) to meet their specific needs. We have learned that these benefits help each of us satisfy personal and family obligations. When these needs are being cared for, we can focus our attention while at work on guest satisfaction.

Eligible team members will receive information about the different benefit plans and the eligibility requirements on a periodic basis. Fort Worden reserves the right to change vendors or program benefits and will communicate any changes to all team members before changes occur. Please see the current version of the Benefits Guidebook or speak with Human Resources for more information.

For more information about FW Benefits, please see the Benefits Guide. The Guide covers the following:

- Leaves, Paid and Unpaid
- Health, Life and Ad Other Insurance Benefits
- Retirement Fund
- Additional Compensation

Fort Worden Value 6. LEARNING

We are dedicated to Lifelong Learning for all who engage at the Fort. This includes all employees. We are committed to learn and grow in our careers. We seek to better understand the needs of our guests so we can offer better internal feedback on how to improve the guest experience. We seek feedback, constructive criticism and insights to improve and perfect our products and processes. We receive training and mentoring to expand our knowledge and invest in our careers.
CHAPTER FIVE: TEAM MEMBER RESPONSIBILITIES

The purpose of this section is to specifically define expectations that we have of each other. Knowledge of these expectations will improve your ability to make appropriate decisions as you participate within our work environment.

5.1 CONFIDENTIAL INFORMATION

While you are working with us you may receive and have access to information that is confidential in nature to Fort Worden, its guests and vendors. You are not to disclose any confidential information to (a) any other person inside the Fort Worden unless there is a legitimate business reason for doing so; or (b) any person outside Fort Worden unless management has expressly stated that the information can be disclosed to that person. This obligation exists even after you may leave us.

“Confidential Information” means non-public information, including trade secrets and proprietary information regarding Fort Worden which could include, but is not limited to, information regarding our future plans, contracts, litigation, other legal matters, and information concerning its team members, guests, and vendors. Some team members will be required to sign a Confidentiality Agreement. Compliance with the Public Disclosure Requests must be handled according to the law and by following Fort Worden’s policy for dealing with such requests.

5.2 PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

We strive for and are committed to creating a learning organization. We continually invest in our team members to accomplish this vision. The knowledge gained from this investment becomes the “intellectual property” of our organization – it represents our investment in and our opportunity for success in the future.

We consider our intellectual property to include the following examples:

- Guest profile information
- Marketing and sales strategy
- Any business planning materials – both process and content information
- Team member information
- Any proposal information, pricing and financial information – both process and content
- Anything related to Fort Worden sponsored projects – capital investment, technology development or organization/process design – both process and content information

If you have questions as to the appropriate exchange of proprietary information, please discuss with your supervisor before any exchange. We also expect you to seek advice in the event that you have chosen to leave Fort Worden for another career opportunity. If you choose to share our “intellectual property” inappropriately, we may seek legal action to protect our investment and our future.

5.3 Fort Worden PROPERTY, PERSONAL PROPERTY AND PRIVACY LIMITATIONS

While we respect the individual privacy of our team members, team member privacy does not extend to work-related conduct or to the use of Fort Worden-provided property; furniture, computers, systems,
equipment or supplies. Please be aware that the following policy may affect your privacy in the workplace. All information specifically but without limitation, all documents, data, software, hardware, tapes, taped messages, voicemail, electronic mail, etc., stored in Fort Worden’s communications and computer systems are the property of Fort Worden and may be used and accessed by Fort Worden at any time and in any manner deemed appropriate. Fort Worden reserves the right to access, alter, save, copy, recreate, print, and/or use any electronic data in any method not prohibited by law. These programs and software may not be used or copied for personal use or for a non-Fort Worden business purpose.

No team member, unless authorized in writing by the Executive Director or CFO, may remove or download any records maintained in Fort Worden’s computer systems or other electronic recordkeeping and/or storage devices.

Team members may not use Fort Worden’s voice mail, electronic mail, computers, two-way radios, software apps or the internet in any way that violates Fort Worden’s Discrimination and Harassment Prevention policy.

Fort Worden may and can monitor your activity on its communications systems, its computers, and its electronic recordkeeping and/or storage systems as determined necessary, without prior notification to the team member who customarily use these systems. Inappropriate use of Fort Worden’s property may result in disciplinary action, up to and including termination.

All portable equipment provided for a team member’s use, such as laptops, two-way radios, cellular phones and cellular apps, must be promptly returned to Fort Worden when the equipment is no longer required or immediately upon your departure from employment. All equipment must be returned in good condition.

**NO EXPECTATION OF PRIVACY**

Team members should have no expectation of privacy when using any Fort Worden property which includes desks, closets, lockers, work spaces, computers, file cabinets and files, Fort Worden vehicles, furniture and other Fort Worden property as well as data, programs, communications, messages and other property created on, acquired by, developed for or located in any Fort Worden facility or equipment, either in printed or digital format.

Fort Worden reserves the right to search its property, including any personal possessions contained in them when determined that there is a security, health, or other appropriate reason to do so. Such reasons may include, without limitation, the following: the need to locate Fort Worden property; health or safety concerns; reasonable suspicion of misconduct; termination of a team member; or for other business-related purposes. Fort Worden reserves the right to review the contents of any document or communication, created or stored on our computer or phone systems, including email, text messaging, and voicemail. An email sent or received on our equipment is considered a public record. Team members do not have a reasonable expectation of privacy in these areas or in any other Fort Worden work areas or when using our equipment. Team members are to use our property only for conducting Fort Worden’s business. We reserve the right to monitor your use(s) of these to ensure that professional and business performance, and conduct standards are maintained.

**PERSONAL PROPERTY**
Fort Worden recognizes that you may need or want to bring personal property to work. Fort Worden allows you to do so but ask you to refrain from bringing unnecessary or inappropriate personal items to the workplace. Any property that is not appropriate for the conduct of normal business, that may be disruptive to workflow, may pose a safety risk to team members or the public, or which violates the terms of any Fort Worden policy may be considered unnecessary or inappropriate. It will be within Fort Worden’s sole discretion to determine whether certain personal property is unnecessary or inappropriate.

Improper, inappropriate, or excessive use of cell phone or personal property brought onto Fort Worden campus during work hours may also result in disciplinary action, up to and including termination.

If personal property is used to perform job duties, you must obtain written approval from a supervisor prior to its use and the property must comply with Fort Worden standards. Keep in mind any records or communications relating to Fort Worden business generated by or sent to or from personal computers or devices are public documents under the Public Records Act, and are subject to review by Fort Worden and the disclosure in response to a public records request unless an exemption applies.

It is your responsibility to safeguard personal belongings. Fort Worden will not be liable for lost, damaged or stolen property of its team members and, at no time, will Fort Worden replace or reimburse you for personal property that you bring to the workplace.

**Fort Worden Value 7. SUSTAINABILITY**

We are committed to sustainability running throughout our organization—fiscally, environmentally and socially. We exercise good judgment in all our interactions and decisions and it shows because we positively affect our guests, employees, organization and our communities.
RECEIPT AND ACKNOWLEDGEMENT
Fort Worden EMPLOYMENT POLICY GUIDE

The Fort Worden Employment Policy Guide is intended to help you become acquainted with Fort Worden and its policies and procedures. You understand that these policies and procedures described in the Employment Policy Guide are not conditions of employment and do not constitute a promise of specific treatment in specific situations. You further understand that Fort Worden may, in its sole discretion, change, delete, suspend or discontinue or deviate from any part or parts of the policies in this Guide at any time with or without prior notice or reason. Any such changes made by Fort Worden will immediately supersede the current contents of this Guide. You acknowledge that this Employment Policy Guide is effective as of the date below and replaces and supersedes all previous employee handbooks.

In addition, by your signature below, you further acknowledge that you understand that your employment with Fort Worden is terminable at-will, either by yourself or Fort Worden, and that nothing in this Employment Policy Guide is intended to or does alter the at-will status of your employment. No one at Fort Worden other than the Executive Director or Board, and then only in writing, has the authority to enter into any employee agreement that in any way modifies the at-will status of your employment at Fort Worden.

Your signature below indicates that you have read and understood this statement and have received a copy of the Fort Worden Employment Policy Guide. Your signature further acknowledges and agrees that you will read and familiarize yourself with its contents and follow the policies and rules indicated.

__________________________
Date

__________________________
Team member’s printed name

__________________________
Team member’s signature
# TABLE OF CONTENTS

**BENEFITS GUIDE**

**INTRODUCTION** ....................................................................................................................... 4

**LEAVES, PAID AND UNPAID** ..................................................................................................... 5

1.1 **PAID LEAVE: VACATION LEAVE** ...................................................................................... 5

1.2 **PAID LEAVE: PERSONAL DAYS** ......................................................................................... 6

1.3 **PAID LEAVE: SICK LEAVE** ................................................................................................. 7

1.5 **PAID LEAVE: FAMILY AND MEDICAL LEAVE** ................................................................. 9

1.6 **PAID LEAVE: BEREAVEMENT LEAVE** ............................................................................. 9

1.7 **PAID LEAVE: JURY AND WITNESS DUTY** ....................................................................... 9

1.8 **EXTENDED LEAVE: PERSONAL LEAVE** ....................................................................... 9

1.9 **UNPAID LEAVE: VOTING** ................................................................................................. 10

1.10 **UNPAID LEAVE: MILITARY LEAVE** ............................................................................... 10

1.11 **UNPAID LEAVE: FAMILY MEDICAL LEAVE** ................................................................. 10

1.12 **UNPAID LEAVE: PREGNANCY DISABILITY LEAVE** ..................................................... 11

1.13 **UNPAID LEAVE: MATERNITY LEAVE** ........................................................................... 12

1.14 **UNPAID LEAVE: MEDICAL LEAVE** ............................................................................... 12

1.15 **UNPAID LEAVE: DOMESTIC VIOLENCE LEAVE** ........................................................... 12

1.16 **ACCRUED VACATION, SICK DAYS AT TERMINATION** ....................................................... 13

**INSURANCE BENEFITS OVERVIEW** ....................................................................................... 14

2.1 **HEALTHFIRST 500 MEDICAL PLAN** .................................................................................. 15

2.2 **HDHP- High Deductible Health Plan** .................................................................................. 16

2.3 **DENTAL COVERAGE** .......................................................................................................... 16

2.4 **VISION CARE** ...................................................................................................................... 17

2.5 **OUR EMPLOYEE ASSISTANCE PROGRAM** ....................................................................... 17

2.6 **AFLAC** .................................................................................................................................. 17

2.7 **LIFE INSURANCE** ................................................................................................................. 17

2.8 **LONG TERM DISABILITY INSURANCE** ............................................................................ 17

2.9 **COBRA - CONTINUATION OF HEALTH BENEFITS** ....................................................... 18

2.10 **WORKER’S COMPENSATION** .......................................................................................... 18

**ADDITIONAL BENEFITS** ........................................................................................................ 19

3.1 **MERCHANDISE PLAN** ....................................................................................................... 19

Team members may purchase retail merchandise at 20% above cost. To do so they must present their nametag at time of purchase. ................................................................. 19

3.3 **ACCOMMODATIONS AND HOUSING** .......................................................................... 19

3.4 **GYM MEMBERSHIP** ........................................................................................................... 20

3.5 **TEAM MEMBER RECOGNITION** ....................................................................................... 20

3.6 **WASHINGTON STATE DEPARTMENT OF RETIREMENT SYSTEMS** ............................... 20
BENEFITS GUIDE INTRODUCTION

Welcome to Fort Worden Public Development Authority...you can call us Fort Worden!

Fort Worden is a public entity responsible for safeguarding the natural environment, historic buildings, and grounds of the 95 acres we manage. All team members of Fort Worden are considered public employees. It is an honor to be a public employee and to help make a difference to enrich the life of our community and the state. It is critically important for all of us to understand the additional roles and responsibilities that are in place for public employees.

Working on a public property and being a public employee is much more complex than working for a private business such as a hotel or restaurant. Public employees are held to a higher degree of accountability to the public and must comply with specific state regulations. In short, we work to serve the public.

With this in mind, Fort Worden considers you an employee and fellow team member our greatest asset. It is important to us as an organization to provide a supportive working environment and compensation for your efforts. An important part of your compensation package are the benefits we offer.

This Benefits Guide provides information on the benefits, leaves – paid and unpaid that we offer to our employees who we call “team members” throughout this guide. While health insurance is an important benefit, we offer many benefits and we believe each of these offer important and different benefits that could be important to you and your family. Please contact Human Resources for more information about our benefits.

This Guide has been prepared to inform new team members and remind those of you who have been with us for a while of the benefits available. It is not all-inclusive or intended to provide strict interpretations of our benefits and policies; rather, it offers an overview of the work environment. This Guide is not a contract, expressed or implied, guaranteeing employment for any length of time and is not intended to induce a team member to accept employment with Fort Worden.

Fort Worden reserves the right to revise, suspend, revoke, terminate or change any of its benefits and policies, unilaterally, in whole or in part, whether described within this Guide or elsewhere, in its sole discretion. If any discrepancy between this Guide and current Fort Worden policies arise, conform to current Fort Worden policies. Every effort will be made to keep you informed of Fort Worden’s policies, however we cannot guarantee that notice of revisions will be provided.
LEAVES, PAID AND UNPAID

1.1 PAID LEAVE: VACATION LEAVE

We encourage you to create an effective balance between your work and personal life. In support of this, eligible team members have available to them two forms of paid leave: Personal Days and Vacation Leave.

Fort Worden utilizes a computerized payroll system to accrue Vacation Leave. Regular full-time, part-time, nonexempt and exempt team members are eligible to receive Vacation Leave and begin accruing Leave on completion of the first day of employment. Seasonal, temporary and on-call team members do not accrue Vacation Leave. You are welcome to use your Vacation Leave at your discretion, but must schedule this with your supervisor’s approval, subject to the following conditions:

- Vacation Leave should not be taken or approved within the first 90 days of employment, however it is left to the department director’s discretion.
- You are responsible to track your vacation hours and not use more hours than accrued. Accrued Vacation Leave balance is provided on your paystub.

Please note that all Vacation Leave accrual rates renew on January 1st of each year for all team members hired prior to 2019. For team members hired as of January 2019 accrual rates renew on the anniversary of the date of hire. Also, Vacation hours do not accrue when a team member is on paid or unpaid leave.

Exempt and nonexempt team members accrue Vacation Leave at different rates.

Nonexempt team members will accrue Vacation Leave based on actual hours worked in accordance with the following schedule in the table below.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Accrued Per 40 Hours Worked</th>
<th>Hours / Days Accrued Per Year (if working 40 hours/week)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>1.384</td>
<td>72 hours / 9 days</td>
</tr>
<tr>
<td>3-5</td>
<td>1.848</td>
<td>96 hours / 12 days</td>
</tr>
<tr>
<td>6-9</td>
<td>2.308</td>
<td>120 hours / 15 days</td>
</tr>
<tr>
<td>10-19</td>
<td>3.076</td>
<td>160 hours / 20 days</td>
</tr>
</tbody>
</table>

Exempt team members will accrue Vacation Leave in accordance with the following schedule in the table below which is based on a 40-hour workweek. Accrual rates for exempt part-time team members will be prorated.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Accrued Per Month</th>
<th>Hours / Days Accrued Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>6.7</td>
<td>80 hours / 10 days</td>
</tr>
<tr>
<td>3-5</td>
<td>10</td>
<td>120 hours / 15 days</td>
</tr>
<tr>
<td>6-9</td>
<td>13.3</td>
<td>160 hours / 20 days</td>
</tr>
<tr>
<td>10-19</td>
<td>20</td>
<td>240 hours / 30 days</td>
</tr>
</tbody>
</table>
Vacation Leave accrues up to a maximum number of hours that you may accrue in one year based on the schedules in the tables above. For example, non-exempt team members in their 4th year of employment can accrue no more than 96 hours or 12 days of Vacation Leave at any one time in that year. Team members who exceed the maximum allowed hours will stop accruing Vacation Leave until they fall below the maximum allowed by taking some Vacation Leave.

**SCHEDULING VACATION TIME**

Each director is responsible for operation of their department and work schedules of their teams and is expected to approve vacations without undue disruption of departmental operations. Requesting Vacation Leave must be submitted to your supervisor through the electronic timesheet/schedule tracking system a minimum of two weeks prior to taking vacation. Your supervisor may deny a request for vacation usage because of work demands or may cancel a vacation in the case of an emergency. Any disputes in vacation usage may be informally taken to your director.

### 1.2 PAID LEAVE: PERSONAL DAYS

Fort Worden offers eligible regular part- and full-time team members the benefit of taking a “Personal Day”, which must be requested prior to observing it. Temporary, seasonal or on-call team members are not eligible for Personal Days.

The number of Personal Days available for each team member are equal to the Paid Holidays plus Personal Days Fort Worden offered in previous years. These Personal Days are allocated at the beginning of the calendar in the following manner:

- Regular part-time team members receive 4 Personal Days
- Regular full-time nonexempt team members receive 7 Personal Days
- Regular full-time exempt team members receive 9 Personal Days

The days presented above are for those that have worked a full calendar year. If you are hired later in the year, Personal Days are provided as follows:

<table>
<thead>
<tr>
<th>Hire Date</th>
<th>Regular Part Time</th>
<th>Regular Full-Time Nonexempt</th>
<th>Regular Full-Time Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>After March 31st</td>
<td>3</td>
<td>5</td>
<td>7</td>
</tr>
<tr>
<td>After June 30th</td>
<td>2</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>After Sept 30th</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

Personal Days must be taken prior to the end of the calendar year (December 31) in which they were allocated. Unused Personal Days will be forfeited at the end of the calendar year. A Personal Day is provided as follows:

- Regular Full-Time (40 hours a week) 8 hours
- Regular Full-Time (32 hours a week) 6 hours
- Regular Part-Time (Less than 32 hours a week) 4 hours

Hours taken as a Personal Day will not count towards overtime. Unused Personal Days are not paid to team members upon termination.
1.3 PAID LEAVE: SICK LEAVE

All team members including part-time and seasonal are eligible to accrue paid Sick Leave. You begin accruing Sick Leave on your date of hire.

For nonexempt team members, hours worked that count for calculating leave accrual include regular hours and overtime hours worked. Exempt team members who work full-time will be considered to have worked 40 hours in each scheduled workweek in which they work at least their normal schedule and/or have paid absences, such as Vacation or Sick Leave. Part-time exempt team members accrue Sick Leave based on the number of hours in their regular work week schedule. Sick Leave does not accrue during any period of paid or unpaid leave. You may carryover up to 160 hours of unused Sick Leave each year. Leave years end December 31st and begin January 1st. This policy is in compliance with the Paid Sick Leave statute (RCW 49.46). Sick Leave accrues at the rate shown in the table below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours Accrued Per 40 Hours Worked</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>1</td>
</tr>
<tr>
<td>2+</td>
<td>1.5</td>
</tr>
</tbody>
</table>

SICK LEAVE BALANCE AND TERMINATION INFORMATION

Your current Sick Leave balance will be shown on your pay stub each payday. Accrued but unused Sick Leave is not paid for upon separation from employment. However, if you terminate employment and are reemployed with us within 12 months, your sick leave balance will be restored in accordance with applicable law(s).

USING SICK LEAVE

You may only use Sick Leave for the number of hours you were scheduled to work on the day(s) of your absence. You may use Sick Leave in 1-hour increments. Sick Leave may be used for any of the following reasons:

- **Your health condition**: Your own mental or physical illness, injury, or health condition; to receive medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or for preventative medical care such as regular check-ups.

- **Family member’s health condition**: For care of your family member with a mental or physical illness, injury, or health condition; care for a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care. Under the Washington Family Care Act, team member’s absence due to a family member’s health condition may choose to use accrued Vacation Leave instead of Sick Leave. Definition of family member includes: child (including a biological, adopted, or foster child, stepchild, or a child to whom the team member stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status), parent (including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of a team member or the team member’s spouse or registered domestic partner, or a person who stood in loco parentis when the team member was a minor child), spouse, registered domestic partner, grandparent, grandchild, or sibling.
• **Domestic violence, harassment, sexual assault, or stalking:** Taking time off to address issues arising from domestic violence, sexual assault, or stalking of you or your family member, including, but not limited to, preparing for or participating in any civil or criminal proceeding related to or derived from domestic violence, sexual assault, or stalking; obtaining, or assisting family members in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking; and participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of you or your family members from future domestic violence, sexual assault, or stalking.

• **Public health emergency:** Closure of our business or of your child’s school or place of care by order of a public official for any health-related reason (inclement weather closures are not included).

**SICK LEAVE DURING LEAVE OF ABSENCE**

Where applicable under our policy and where permitted by law, team members will be required to use Sick Leave during a leave of absence due to medical needs that would otherwise be unpaid. When allowed by law, all Sick Leave, federal leaves of absence, and state leaves of absence run concurrently, meaning if you are approved for leave under the federal Family and Medical Leave Act (FMLA) or the Washington Family Leave Act (WFLA), Sick Leave will be taken at the same time as FMLA and/or WFLA leave.

Please contact Human Resources for more detailed information about concurrent leave of absence and how Sick Leave is used in this case.

**NOTIFICATION REQUIREMENTS**

Team members missing work for reasons covered by Sick Leave are still required to give notice and follow with the usual call-in procedures for their scheduled department. When the need for Sick Leave is foreseeable, a request should be entered into our time keeping system and submitted at least 10 days prior to the start of the leave, or as soon as possible. The leave request must also state the length of the leave needed, if known.

For Sick Leave that is not foreseeable, you must provide notice of the need to use Sick Leave as soon as possible, and must generally follow the normal notification policies and/or procedures for unscheduled absences for your department. If it is unrealistic for you to provide timely notice of your need for leave, someone else may provide the initial notice on your behalf. In that case, you are expected to follow up with your supervisor yourself as soon as possible. Although extenuating circumstances will be considered, generally “as soon as practical” will mean providing notice of an unforeseen absence within the 2 hours before the start of your work day. In the case of an unforeseen absence related to domestic violence, notice needs to be provided no later than the end of the first work day of such absence.

Team member or family member illness, injury, disability, diagnosis, or treatment that leads to more than 3 consecutive days of absence from scheduled work must be confirmed by written documentation upon Fort Worden’s request. When Sick Leave is used for 3 or more consecutive days of absence due to domestic violence, reasonable documentation may be requested from the team member, such as a police report, court order, or the team member’s written statement. Any request for documentation must not place an unreasonable burden on the team member.
1.5 PAID LEAVE: FAMILY AND MEDICAL LEAVE

Team members are all participants in Washington State’s Paid Family and Medical Leave plan. This plan serves as a partial wage replacement for 12 to 16 weeks for eligible team member who are unable to work due to a qualifying medical event for oneself or family member. Washington State requires Fort Worden to start deducting the premium through payroll deductions in January 2019; the benefits will become available to team members through application with the Employment Security Department starting in January 2020.

1.6 PAID LEAVE: BEREAVEMENT LEAVE

We sincerely hope that you will not require this benefit; however, we recognize you may need time away from work if there is a death in your immediate family. For purposes of Bereavement Leave your immediate family is defined as spouse, domestic partner, child, grandchild, parent, brother, sister, in-laws, grandparents, guardian of the team member or any person residing with or legally dependent upon them. Regular full-time team members who have completed 90 days of employment may receive up to five days of paid time-off for Bereavement Leave.

1.7 PAID LEAVE: JURY AND WITNESS DUTY

Fort Worden encourages Jury Duty and does not discriminate against team members who take time off for Jury Duty. Fort Worden reserves the right to request a postponement of Jury Duty on the grounds of hardship. In accordance with Chapter 2.36 RCW, team members will be allowed necessary leave from employment to serve on the jury of a federal, state or municipal court.

Fort Worden may pay nonexempt team members (who have completed 90 days of employment) their normal wages on scheduled work days, up to a maximum of 5 working days for Jury Duty actually served in a twelve-month period. Exempt team members should speak with their supervisor about payment for Jury Duty. All other Jury Duty leave is unpaid. Because state law RCW 2.36.150 provides that payments received by jurors from the court for each day’s attendance constitute “expense payments,” Fort Worden does not require team members to remit such payments to them, including for periods of paid leave.

If you receive notice of the call for Jury Duty please promptly notify your supervisor. In order to be eligible to receive paid Jury Duty leave, you must submit a written statement from the court showing the dates and times of Jury Duty served. If you are excused from Jury Duty during regular work hours, we expect you to report to work promptly.

Witness Duty: All team members summoned to testify in court are allowed time off for the period they serve as witnesses. In general, witness duty leave is unpaid unless you are a witness on behalf of the Fort Worden in a case involving the Fort Worden or in connection with your official Fort Worden duties. For exempt team members, however, salary payment will continue except for full-day absences caused because you are a party in a lawsuit unconnected with your official duties.

1.8 EXTENDED LEAVE: PERSONAL LEAVE

Under limited circumstances, you may be granted an unpaid leave of absence for extraordinary circumstances (where you do not have appropriate leave available). Generally, this leave is only for extraordinary circumstances and must be approved by a member of the Executive Team (Executive Director, Chief Strategy Officer, Chief Operating and Finance Officer), or in the case where the Executive Director is making the request, by the Board Chair.
1.9 UNPAID LEAVE: VOTING

Voting is an important responsibility we all assume as citizens. We encourage you to exercise your voting rights in all municipal, state and federal elections. Under most circumstances, it is possible for you to vote either before or after work. If it is necessary for you to arrive late or leave work early to vote, you should make arrangements with your supervisor no later than the day prior to election day.

1.10 UNPAID LEAVE: MILITARY LEAVE

Fort Worden allows for an unpaid Military Leave in compliance with Washington State and Federal laws regarding leave for military service, including reinstatement as required by those laws.

1.11 UNPAID LEAVE: FAMILY MEDICAL LEAVE

The Federal Family and Medical Leave Act (FMLA) requires covered employers to provide team members unpaid leave for a variety of reasons related to family and medical care. Unless otherwise indicated, the term “family/medical leave” refers to your leave rights under FMLA. In most instances, family/medical leave runs concurrently with other types of leave taken for reasons that also qualify for family/medical leave such as leave for a work-related injury. To be eligible for an unpaid family/medical leave, a team member must have been employed by Fort Worden for at least 12 months; have at least 1,250 hours of service during the 12-month period immediately preceding the leave; and work at a location where Fort Worden has at least 50 employees within 75 miles.

The FMLA establishes rules for certain categories of unpaid leaves of absence. Eligible (or “qualified”) team members may take up to a total of 12 weeks’ unpaid leave looking back in a 12-month period for the following reasons:

- Birth of a child or to care for a child within the first 12 months after birth
- Placement of a child with the team member for adoption or foster care and to bond with and care for the child (within the first 12 months after placement)
- Serious health condition of the team member that makes them unable to perform the functions of his/her position
- Care for the team member’s spouse, child or parent who has a serious health condition
- If the team member experiences a qualifying exigency that arises out of the fact that their spouse, parent, or child has been called to or is on active military duty as a member of the National Guard or military reserves

MILITARY CAREGIVER FMLA LEAVE

In addition, a team member who is the spouse, parent, child, or next of kin of a current member of the armed forces (including the regular armed forces) who was injured while on active duty may be eligible for up to 26 weeks of FMLA leave in a 12-month period, including the types of leave listed above.

REQUESTS FOR FMLA LEAVE

Team members must provide at least 30 days’ notice of a foreseeable leave to Human Resources. If the leave is not foreseeable 30 days in advance, then you must give as much notice as possible under the circumstances. FMLA entitlement is calculated beginning when you first take leave.

When a team member gives notice of a requested FMLA leave for purposes of a serious health condition or for military caregiver leave, they will be required to provide medical or other certification that the requested leave is medically necessary. Fort Worden reserves the right to require periodic
certifications (at least every 30 days) for extended leaves under FMLA. Team members are also required to periodically inform Fort Worden of his/her condition and return-to-work status. Failure to provide requested certification in a timely manner may result in denial of the leave until it is provided. If a team member refuses to provide a certification, his/her leave request may be denied, and you may be disciplined up to and including termination from employment. If a team member fails or refuses to provide return-to-work documentation, the request to return may be denied and you may be disciplined up to and including termination from employment.

Fort Worden, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the team member. In lieu of a second opinion, Fort Worden may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

COMPENSATION AND CONTINUED BENEFITS DURING FMLA LEAVE
Generally, family/medical leave is unpaid. Accrued vacation may be used during leave for any family/medical reason. Fort Worden may require that accrued but unused vacation, paid sick leave, or any other accrued paid leave be used as part of the leave period. Health benefits will continue during such leave, although you may be required to reimburse Fort Worden for the benefits in the event you do not return to work at the conclusion of the leave. Other flexible benefit options may be continued, which are in effect prior to the leave, if the team member chooses to pay the full cost for the selected options. However, when a team member is out on FMLA leave, she or he does not continue to accrue vacation pay, sick leave or any other accrued benefits.

RETURNING TO WORK AFTER FMLA LEAVE
Team members returning from an FMLA leave will generally be re-employed in either the same job or one of equivalent status and pay, depending on the conditions which exist when you are ready to return to work. Exceptions may exist for “key” team members. Returning team members may also be required to provide medical certification that they are able to return to work.

This policy merely outlines your benefits under the FMLA. Some additional leave may be available under state or local laws. Where allowed by state or federal law, all leaves will run concurrently. Where the law allows, all approved leave, whether paid or unpaid, will be counted against a team member’s annual family and medical leave entitlement under this policy and the law. This means that workers’ compensation leave for a nonindustrial injury or illness, leave as a reasonable accommodation for a qualified individual with a disability, federal family medical leave, and/or state family leave may all run concurrently where allowed by law and be counted against the team member’s annual family leave entitlement. If you believe you may need to use this policy, you are encouraged to contact Human Resources for more specific information.

1.12 UNPAID LEAVE: PREGNANCY DISABILITY LEAVE
For a team member who is ill or disabled due to pregnancy or childbirth, a Pregnancy Disability Leave will be granted for the period of time that the team member is actually ill or disabled. Requirements for leave include providing medical documentation from a physician explaining the medical necessity for the leave and the expected duration of the leave.

A team member taking a leave of absence for the period of disability relating to pregnancy and childbirth has the right to return to the same position or a similar position of comparable pay and
benefits once the disability leave ends, unless a critical business situation arises that prevents the return to such position. If a team member extends the pregnancy-related leave beyond the period of actual disability, they have no right to return to the same or similar position upon expiration of such leave, unless the team member qualifies for FMLA leave.

1.13 UNPAID LEAVE: MATERNITY LEAVE

Fort Worden allows for an unpaid Maternity Leave for a maximum of 24 weeks in accordance with the Washington Family Leave Act. Team members may elect to use all accrued sick leave and accrued vacation time during Maternity Leave. Fort Worden may request that you pay health and dental benefits during leave. A request for Maternity Leave should be made in writing to Human Resources at the earliest possible date.

1.14 UNPAID LEAVE: MEDICAL LEAVE

In a situation where Sick or Vacation Leave is not available to a team member who needs a temporary Medical Leave, Fort Worden may provide unpaid Medical Leave. This Medical Leave may be as an accommodation to a disability. Unless otherwise required by law, the determination of whether and on what terms and conditions to grant Medical Leave under this policy decided by executive management.

1.15 UNPAID LEAVE: DOMESTIC VIOLENCE LEAVE

Fort Worden provides for reasonable leave for team members who are victims of domestic violence, sexual assault, and stalking, and for team members whose family members are victims to participate in legal proceedings, receive medical treatment, or obtain other necessary services. Covered family members include the child, spouse, parent, parent-in-law, grandparent, or person with whom the team member has a dating relationship.

The Domestic Violence Leave law (RCW 49.76) allows victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take care of legal or law enforcement needs, seek treatment for physical and mental injuries, obtain services from a shelter or social services program, obtain mental health counseling, participate in safety planning, relocate, or take other actions to increase safety from future incidents. Family members of a victim may also take reasonable leave to help the victim seek treatment or obtain help and services.

The amount of leave taken as intermittent leave, or leave on a reduced leave schedule, will depend on the individual circumstances based on the reason for the leave. Team members may choose to use Sick Leave or other paid time off, compensatory time, or unpaid leave time.

A team member must give advance notice of his or her intention to take leave. When advance notice cannot be given because of an emergency or an unforeseen circumstance, you must give notice as soon as possible and no later than the end of the first day that you take leave. Furthermore:

- Fort Worden will maintain health insurance coverage during Domestic Violence Leave
- Fort Worden will not discharge, threaten to discharge, demote, deny a promotion to, discipline, retaliate against, harass, or otherwise discriminate against a team member who requests or takes Domestic Violence Leave.

DOMESTIC VIOLENCE LEAVE VERIFICATION

Fort Worden may require verification for the leave. Verification may consist of a police report, court order, evidence from the court or the prosecuting attorney, or a statement from an advocate for victims,
an attorney, a member of the clergy, or a medical or other professional. A team member is not required to produce or discuss any information that is beyond the scope of the verification and notice requirement or that would compromise their safety or the safety of their family member in any way. Fort Worden will maintain the confidentiality of all information provided by the team member. Information may be disclosed only if requested or consented to by the team member; ordered by a court or administrative agency; or otherwise required by applicable federal or state law.

1.16 ACCRUED VACATION, SICK DAYS AT TERMINATION

Eligible team members whose employment is terminated by reduction in force, resignation, or retirement, and who have accrued vacation leave may be paid for unused vacation leave. Any team member terminated with cause or who resigned with less than a 14-day notice, or does not work their entire 14 days after giving notice, may not be paid for unused vacation time.

Sick days held by the team member will not be paid out in any case of termination, resignation or retirement. In the event of a team member’s death, accrued sick time will be paid in accordance with the provisions of RCW 49.48.120 pertaining to payment on team member’s death.

DM: Insert Summary Table that lists all the above type of leave, length and when eligible.
INSURANCE BENEFITS OVERVIEW

Fort Worden provides health insurance benefits for all regular full-time (32 or more hours a week) team members as well as regular part-time team members who work 30 hours or more per week for a consecutive 120-day period in a year. These health insurance benefits include medical, vision, and dental. Temporary/Seasonal, part-time (less than 30 hours a week worked) team members are not eligible for participation in health and dental insurance benefits.

Insurance benefits are available the first day of the month following 60 days of initial employment for team members. Team members who begin their employment with us as a temporary or part-time team member and experience a change status to a full-time regular, will have a similar waiting period depending on the date of the change before becoming eligible for benefits.

Upon hire all full-time regular team members will be enrolled in Life Insurance and Long-Term Disability. In addition all team members, whether full or part-time, temporary or regular are signed up for our Employee Assistance Program on date of hire at no cost to the team members.

If you initially decline coverage and later decide that you would like it, you may sign up for benefits during our annual open enrollment period which is usually at the end of a calendar year. Unless you experience a “qualifying event” and lose your coverage, you may sign up immediately with coverage starting at the beginning of the next calendar month. This eligibility includes your spouse, partner or qualifying dependents.

Our health care insurance is administered by the Association of Washington Cities Employee Benefit Trust. Health insurance premiums are paid in part by Fort Worden. We pay 80% of the premium and you are responsible for the remaining 20% which is paid through payroll deduction. Dental and vision insurance coverage is available to all eligible team members at no cost to you. For the purposes of health insurance, the definition of family members would include spouse, domestic partners recognized under Washington state laws and children less than 26 years of age.

Our Health Insurance Provider is **Regence BlueShield / Asuris Northwest Health.** The two current available plans are: AWC HealthFirst 500 Plan or AWC High Deductible Health Plan (HDHP). The chart below shows the breakdown of the premium and costs for each plan.

<table>
<thead>
<tr>
<th>AWC Health Insurance Plans Offered</th>
<th>Total Cost of Plan</th>
<th>Fort Worden Pays (80% of total employee only)</th>
<th>Employee Pays (20% of total employee only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 Plan Employee Only</td>
<td>$712.70</td>
<td>$570.16</td>
<td>$142.54</td>
</tr>
<tr>
<td>500 Plan w/ Spouse/Partner</td>
<td>$719.48</td>
<td>$0.00</td>
<td>$719.48</td>
</tr>
<tr>
<td>500 Plan w/ First Dependent</td>
<td>$353.64</td>
<td>$0.00</td>
<td>$353.64</td>
</tr>
<tr>
<td>500 Plan w/ Second Dependent</td>
<td>$219.18</td>
<td>$0.00</td>
<td>$219.18</td>
</tr>
<tr>
<td>High Deductible Plan (HDHP)</td>
<td>$527.38</td>
<td>421.90</td>
<td>$105.48</td>
</tr>
<tr>
<td>HDP w/ Spouse/partner</td>
<td>$533.88</td>
<td>$0.00</td>
<td>$533.88</td>
</tr>
<tr>
<td>HDP w/ First Dependent</td>
<td>$267.70</td>
<td>$0.00</td>
<td>$267.70</td>
</tr>
<tr>
<td>HDP w/ Second Dependent</td>
<td>No additional charge</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Our Dental provider is **Delta Dental of Washington.** We offer Plan “J” as well as an orthodontia option.
to our team.

<table>
<thead>
<tr>
<th>Delta Dental Plans</th>
<th>Fort Worden Pays (100% for employee only)</th>
<th>Employee Pays (100% for any dependents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan “J” Employee Only</td>
<td>$56.65</td>
<td>$0.00</td>
</tr>
<tr>
<td>Plan “J” First Dependent</td>
<td></td>
<td>$107.15</td>
</tr>
<tr>
<td>Plan “J” 2+ Dependents</td>
<td></td>
<td>$167.73</td>
</tr>
<tr>
<td>Orthodontia Option Employee Only</td>
<td></td>
<td>$2.44</td>
</tr>
<tr>
<td>Employee plus 1</td>
<td></td>
<td>$5.69</td>
</tr>
<tr>
<td>Employee plus 2</td>
<td></td>
<td>$39.09</td>
</tr>
</tbody>
</table>

Our vision provider is **VSP Vision Care**. **VSP** offers additional coverage that you may purchase. Below is the price for standard coverage.

<table>
<thead>
<tr>
<th>VSP Vision Care</th>
<th>Fort Worden Pays (100% for employee only)</th>
<th>Employee Pays (100% for dependents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$6.19</td>
<td>$0.00</td>
</tr>
<tr>
<td>Spouse/Partner</td>
<td></td>
<td>$3.72</td>
</tr>
<tr>
<td>Child(ren)</td>
<td></td>
<td>$3.83</td>
</tr>
<tr>
<td>Spouse and Children</td>
<td></td>
<td>$10.12</td>
</tr>
</tbody>
</table>

Our Life Insurance Provider is **The Standard**. You have an option to buy additional life insurance coverage through AFLAC.

<table>
<thead>
<tr>
<th>Group Life Benefit</th>
<th>Fort Worden Pays 100% for employees</th>
<th>Employee Pays $0.00</th>
</tr>
</thead>
</table>

We offer Long-Term Disability (LTD) which is provided by **The Standard**. LTD will cover a portion of your monthly salary if you experience a long-term disability and are unable to work.

<table>
<thead>
<tr>
<th>Long Team Disability</th>
<th>Fort Worden Pays 100% for employees</th>
<th>Employee Pays $0.00</th>
</tr>
</thead>
</table>

### 2.1 HEALTHFIRST 500 MEDICAL PLAN
The first option for team members is the HealthFirst 500 medical plan. If you would like more detail about the coverage for this plan you can go to regence.com or call 1-866-240-9580. This is only a summary of the coverage:

- **Overall Deductible:**
  - $500 Claimant/$1,500 Family, per calendar year. This does not apply to certain preventative care, copayments or amounts in excess of the allowed amount do not count towards the deductible
- **Out of pocket limit:**
  - $3,500 Claimant/$7,000 Family per year
• Network of providers can be found at regence.com/Preferred Washington or by calling 1-866-240-9580.
• You do not need a referral to see a specialist
• There is no co-pay for office visits, however, there is a coinsurance.
  o Coinsurance is YOUR share of the costs of a covered service, calculated at a percent of the allowed amount for the service. For example, if the plans allowed amount for an overnight stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you haven’t met your deductible
  o The deductible is waived for the first 4 office visits for preferred and participating providers.
  o All other services are covered at the coinsurance specified, after deductible
• This plan also includes 12 acupuncture visits and 15 chiropractic visits per year
• Preventative care/screening and immunizations are at no charge to you when seeing a preferred provider
• Generic Drugs:
  o $10 co-pay at retail stores, $20 mail order RX, no charge for self-administered cancer chemotherapy drugs
• Preferred brand drugs:
  o $20 Co-Pay at retail store, $20 co-pay mail order RX
• Emergency room visits: 20% coinsurance and $75 copay

2.2 HDHP- High Deductible Health Plan
The second option available to you is the HDHP. This is a plan with a higher deductible than a traditional insurance plan. The monthly premium is lower, by you will pay more health care costs yourself before insurance company starts to pay its share. If you would like more detail about the coverage for this plan you can go to regence.com or call 1-866-240-9580. Here is a quick summary:
• Deductible is $1,500 claimant or $3,000 for family
• Optimum value drugs are not subject to deductible
• Preventative care not subject to deductible
• 20% coinsurance costs for most services
• Out of pocket maximum is for the claimant $5,000/$10,000 family
• Generic RX drugs at the pharmacy or mail order RX: 20% coinsurance

2.3 DENTAL COVERAGE
Fort Worden has made dental coverage through Delta Dental available to all eligible team members once they have completed their first 60 days of fulltime employment, similar to health insurance eligibility. However, you do not need to be enrolled in health insurance to take advantage of this benefit. Dental Insurance is paid for by Fort Worden. You may choose to add a spouse, dependent or domestic partner to your dental coverage and pay 100% of the additional monthly premium costs. Here is a quick summary:
• No insurance card needed to see a dentist
• Plan Maximum allowable is $1,500
• Covered providers can be found at: www.DeltaDentalWA.com/AWC
• Plan pays 100% of preventative care
• Covers 50% of prosthetics, bridges and partials
• Orthodontia Rider available at 100% employee cost
2.4 VISION CARE
Fort Worden has made vision coverage through VSP available to all eligible team members once they have completed their first 60 days of fulltime employment. You do not need to be enrolled in health insurance to take advantage of this benefit. Fort Worden pays 100% of the premium costs for those eligible team members. Team members may choose to add a spouse, dependent or domestic partner to their dental coverage and are responsible for 100% of the additional monthly premium costs to add a spouse, partner or dependent.
- Cost to add: Spouse $3.72, Child(ren): $3.83; Spouse and Children $10.12
- New frames every 2 years, new lenses every 12 months, 30% off second pair
- Office visits: $10 copay, $130 allowance for frames, $130 allowance for contact lenses
- 15% off laser vision correction
- Providers and coverage can be found at www.vsp.com or by calling 1-800-216-6248

2.5 OUR EMPLOYEE ASSISTANCE PROGRAM
Fort Worden has contracted with ComPsych to provide support for team members who may experience problems which affect the physical, mental and/or spiritual well-being of the themselves or their family. Our Employee Assistance Program (EAP) is available 60 days after employment and provides an opportunity for you or your family members to confidentially discuss problems and concerns affecting your life and assists in addressing problems involving family and/or personal relationships, relationship problems at work, legal and financial issues, or problems involving alcohol or other types of substance abuse. The EAP program is paid for by Fort Worden and provides up to three meetings per event with a counselor to assess your needs, develop a plan of action and/or provide you with problem-solving referrals. The cost of any referral to another resource is the responsibility of the team member or family dependent, although these costs may be covered by your health insurance. Team member’s use of the EAP is confidential to the extent Washington State Law allows, unless the team member or family member signs a release specifically authorizing the sharing of information. All regular and temporary team members are eligible to use the EAP. Our EAP offers assistance with many things – please take a minute and check it out at: www.guidanceresources.com or call 1-800-570-9315.

2.6 AFLAC
Team members have the option of enrolling in supplemental AFLAC insurance policies and are responsible for 100% of the premium. The insurance choices through AFLAC include but are not limited to Accidental Injury, Hospital, Cancer & Critical Illness, Critical Care, Life, and Short-Term Disability. If you are interested in learning more about AFLAC, please call our representative Mike Phillips 360-531-0300.

2.7 LIFE INSURANCE
Fort Worden provides basic term life insurance coverage for all eligible full-time team members that is available 60 days after employment. This plan’s benefit is $50,000 and is payable to your designated beneficiary in the event of your death. Additional coverage is available and may be purchased.

2.8 LONG TERM DISABILITY INSURANCE
In the event you are unable to work for an extended period of time or you have a serious illness, our disability benefits give you and your family financial protection. Fort Worden provides insurance after 60 days of employment for long term disability and contributes 100% of the monthly premium for benefits eligible full-time team members. This insurance provides partial compensation beyond 180 days if you are unable to work due to illness or injury. Fort Worden will review the team member’s ability to meet normal performance expectations and our ability to make needed accommodations. Eligibility
for long term disability insurance starts at the day of hire for all regular fulltime team members. The specific policy information is available at AWC Trust Staff at 1-800-562-8981.

2.9 COBRA - CONTINUATION OF HEALTH BENEFITS
Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), a qualified team member who terminates employment (for reasons other than gross misconduct on the team member’s part) or who loses health, dental or vision coverage due to a reduction in work hours may temporarily continue group health, dental or vision coverage for him/herself, his/her spouse, and any covered dependent children at the full premium rate plus administrative fees. That eligibility normally extends for a period of eighteen (18) months from the qualifying date.

2.10 WORKER’S COMPENSATION
As required by law, Fort Worden provides workers’ compensation benefits for the protection of team members with work-related injuries or illnesses. Workers’ compensation insurance provides coverage to those who experience job-related injuries or illnesses. If a team member is injured or becomes ill as a result of his/her job, it is their responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. Fort Worden will advise the team member of the procedure for submitting a workers’ compensation claim. If necessary, injured team members will be referred to a medical care facility. Please retain all paperwork provided to you by the medical facility. Failure to report a work-related illness or injury promptly could result in denial of benefits. Your report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.
ADDITIONAL BENEFITS

As a member of our team there may be various times and ways that you will be rewarded and or recognized. For example, a job well done, the amount of time you have been employed with us, reaching a conclusion of a particular project or milestone, or referring a candidate for hire. The form of appreciation may be rewarded in different ways but may include something of financial value such as hours of vacation time, retail merchandise, days of free and discounted housing, a gift card, as examples.

In the event that you are rewarded with a gift card, it will have a prepaid amount which is to be used for purchase of retail items and meals at Reveille, Mess Hall, the Canteen and Taps. Gift cards may not be redeemed for cash nor be used for the purchase of alcohol.

3.1 MERCHANDISE PLAN

Team members may purchase retail merchandise at 20% above cost. To do so they must present their nametag at time of purchase.

3.2 MEAL PLAN

Team members are encouraged to enjoy the menu that was created especially for them, at a discounted rate. For all other menu items, you will receive a 10% discount, if you show your Fort Worden name badge. Meal service for team members is available at the Canteen in the summer months, at Reveille year-round and after designated meal service times in the Mess Hall when the Food and Beverage Director indicates there is available food remaining after guest serving time has ended. (See Employee Menu for items available and pricing.) Since we are a public entity, we are not able to offer free food or beverage to any team member.

3.3 ACCOMMODATIONS AND HOUSING

Overnight accommodations may be available to new or existing team members in extenuating circumstances with the approval of the Executive Team. Circumstances, for example, may include inclement weather or emergencies, relocation assistance for a new team member, emergency housing, transitional housing for current team members, or temporary housing for seasonal team members. Accommodation arrangements are made through a director and Human Resources. All those utilizing this benefit must agree to and complete the Housing Agreement.

In addition, we offer team members 2 free night stays in a calendar year and after that a 20% discount on the best accommodation rental prices at the time of booking. This housing benefit may only be utilized if the team member stays in the unit with their guest. These housing benefits may not be gifted to someone else.

This benefit is available during the year except for the following blackout periods.

- Memorial Weekend (Friday-Sunday)
- July 1 – September 30
- Thanksgiving (Wednesday – Saturday)
- Christmas Holiday – New Year’s (Friday before December 24 – January 1)
3.4 GYM MEMBERSHIP
As part of our contribution to our team member’s health and wellness we have made an agreement with a local gym in Port Townsend to offer a financial discount to you. This agreement currently waives the application fee for new membership and discounts the monthly fee 25%. When signing up for gym membership, mention your employment with the Fort and the waiving of the fee to receive the discount. Should the gym personnel have questions please direct them call to Human Resources.

3.5 TEAM MEMBER RECOGNITION
Fort Worden likes to award extraordinary achievements and efforts of our team that go above and beyond their regular duties. One way we regularly do this is through the nomination of a team member of the month! Each month, team members will be nominated, and information about nominees, including the reasons why they were nominated will be shared and celebrated. From that list of those nominated, one will be chosen and will receive Fort-wide recognition, a complimentary personal day off and an invitation to attend one of the quarterly lunches with Executive Team members and other employees of the month. Attendance at the luncheon is optional to those invited. We may also choose other ways to recognize team members for their extraordinary efforts.

3.6 WASHINGTON STATE DEPARTMENT OF RETIREMENT SYSTEMS
You may voluntarily choose to enroll in the Washington State Deferred Compensation Plan program (DCP). DCP is a special type of savings program that helps you invest for the retirement lifestyle you want to achieve. Unlike traditional savings accounts, DCP is tax-deferred - it lowers your taxable income while you are working and it delays payments of income tax on your investments until you withdraw your funds. This voluntary program allows you to save toward retirement via tax deferred investments through payroll deduction. You can find more information at www.drs.wa.gov/dcp or through Human Resources.
Acknowledgement of Receipt for Benefits Guide

I acknowledge that I have received a copy of the Benefits Guide. I understand that I am responsible for reading the information contained in the Guide.

I understand that the Benefits Guide is intended to provide me with a general overview of Fort Worden’s Benefits policies and procedures. I acknowledge that nothing in this Guide is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with Fort Worden is at-will. I have the right to resign at any time with or without cause, just as Fort Worden may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that my at-will employment cannot be altered by any verbal statement or alleged verbal agreement made by Fort Worden personnel. It can only be changed by a legally binding, written contract covering employment status.

I acknowledge that Fort Worden may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at Fort Worden’s sole discretion.

_________________________________
(Signature of Team Member)

__________
(Date)

_________________________________
(Fort Worden Representative)
Acknowledgement of Receipt for Benefits Guide  
(Team Member Copy – Keep in their file)

I acknowledge that I have received a copy of the Benefits Guide. I understand that I am responsible for reading the information contained in the Guide.

I understand that the Benefits Guide is intended to provide me with a general overview of Fort Worden’s Benefits policies and procedures. I acknowledge that nothing in this Guide is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with Fort Worden is at-will. I have the right to resign at any time with or without cause, just as Fort Worden may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that my at-will employment cannot be altered by any verbal statement or alleged verbal agreement made by Fort Worden personnel. It can only be changed by a legally binding, written contract covering employment status.

I acknowledge that Fort Worden may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at Fort Worden’s sole discretion.

__________________________________
(Signature of Team Member)

________
(Date)

__________________________________
(Fort Worden Representative)
PROFESSIONAL SERVICES AGREEMENT

1. **Contract Title:** Archaeological and Historical Services

2. **Parties:** Fort Worden Public Development Authority, a Washington Public Authority chartered by the City of Port Townsend (hereinafter, the “PDA”), and Eastern Washington University, (hereinafter, “Contractor”), whose mailing address is 201 Isle Hall, Cheney, WA 99004.

3. **Total Amount:** Not to Exceed $13,124.06

4. **Date of Contract:** __________________________, 2019 (last date written by person signing below).

**THIS AGREEMENT** is entered into between the above named PARTIES as follows:

1. **Services and Performance by Contractor.** The Contractor shall assist the PDA with archaeological services related to the Fort Worden Public Development Authority as described in the scope of services per Attachment 1.

2. **Payment by the PDA.** For services rendered by Contractor, the PDA shall provide by payment a total amount not to exceed **Thirteen thousand, one hundred twenty four dollars and 06 cents ($13,124.06)** the amount set forth above for services provided in this Agreement, as described in the scope of services per Attachment 1.

3. **Term and Completion of Work.** This Agreement shall remain in effect until completion of the services described in Attachment 1 and final payment has occurred, unless terminated in accordance with this Agreement.

4. **Insurance.** Contractor shall provide evidence of insurance as set forth in Attachment 2.

5. **General Terms**

A. **Payment Schedule and Terms**

1. The project fee for this Agreement is a sum not to exceed the amount set forth on page 1 of this Agreement for all services performed and expenses incurred under this Agreement.

2. The project fee includes direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel, reproduction costs and telephone, facsimile and computer use incurred during the billing period.

3. The Contractor shall maintain time and expense records and provide them not more frequently than monthly to the PDA, along with invoices in a format acceptable to the PDA for work performed to the date of invoice. Contractor shall provide progress reports, scheduling and completion information on request of the PDA.
4. Contractor shall keep cost records and accounts pertaining to this Agreement available for inspection by the PDA’s representative for three (3) years after final payment. Copies at no charge shall be made available upon request.

5. If the services rendered do not meet the requirements of the Agreement, the Contractor will correct or modify the work to comply with the Agreement. The PDA may withhold payment for such work until the work meets the requirements of the Agreement.

B. Termination. The PDA may terminate this Agreement at any time for any reason upon giving at least 10 days notice in writing to Contractor. For cause (including, failure to perform), the PDA may terminate this Agreement immediately. Contractor will be paid just and equitable compensation as provided in Paragraph 2 for any satisfactory work completed prior to the date of termination.

C. Indemnification and Hold Harmless. “Each party to this agreement shall be responsible for damage to persons or property resulting from its own acts or omissions, as well as the acts or omissions of its officers, employees, or agents. Neither party assumes any responsibility for the consequences of any act or omission of any person or entity that is not a party to this agreement.”

D. No Partnership. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the PDA and Contractor.

E. Independent Contractor. The Contractor is, and shall be at all times during the term of this Agreement, an independent contractor and not an employee of the PDA. The parties fully understand the nature of independent contractor status and intend to create an independent contractor relationship. The Contractor, and not the PDA, shall have the right to control the manner and means by which the work or services is accomplished. The PDA shall retain the right, however, to ensure that the work or services is being performed according to agreed-upon requirements. Consistent with this relationship, Contractor shall not be covered by any PDA benefit programs, such as health and welfare benefit plans, social security, workers compensation or unemployment compensation, and shall not be treated as an employee for federal or state tax purposes or any other purpose. Contractor shall be responsible for paying all taxes related to payments PDA makes to Contractor, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the PDA is not responsible for withholding for or paying any of those taxes.

F. Non-discrimination. Contractor and its employees, agents and subcontractors, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the PDA by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

G. Compliance with all applicable laws. Contractor shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.

H. Notices. All notices shall be delivered personally or may be mailed by certified mail, return receipt requested, to the other party as their address appears of record with the PDA or State. In the case of notice by mail, notice shall be deemed given on the date of postmark.

I. Ownership of Documents. All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held or
maintained in conjunction with the performance of this Agreement by the Contractor shall be and are the exclusive property of the PDA, except that the Contractor may use such materials to assist other public agencies. Upon request of the PDA, or upon completion of any of the services provided for in this Agreement, or upon termination of this Agreement for any reason, the Contractor shall deliver to the PDA, machine-reproducible in format acceptable to the PDA copies of any and all such materials.

J. Nonwaiver. Any failure by the PDA to enforce strict performance of any proviso of this Agreement will not constitute a waiver of the PDA’s right to subsequently enforce such provision or any other provision of this Agreement.

K. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs n the lawsuit, in addition to any other relief that may be awarded.

M. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

N. Assignment or Delegation. Contractor shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the PDA first being obtained.

O. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

P. Complete Agreement. This Agreement together with the Attachments reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

Q. Other Terms. Additional Terms (if any) are set forth in an Attachment that will be numbered Attachment 3, and initialed and dated by the parties.

IN WITNESS WHEREOF, the Washington Public Authority and Contractor have executed this Agreement.

Fort Worden Public Development Authority  Archaeological and Historical Services
Chartered by the City of Port Townsend  Eastern Washington University

By: _____________________________  By: ________________________________
David Robison, Executive Director

Date: _____________. 2019  Date: _____________. 2019
ATTACHMENT 1

EXHIBIT A
Scope of Services
December 11, 2018

Mr. Larry Sammons, Director of Facilities
Fort Worden Public Development Authority (FWPDA)
200 Battery Way
Port Townsend, WA 98368

Re: Cultural Resources Survey for the Proposed Glamping Project, Fort Worden State Park

Dear Mr. Sammons:

This letter and attached cost estimate in the amount of $13,124.06 comprise AHS’ proposal for conducting cultural resources survey for the proposed Glamping Project at Fort Worden State Park. The project includes survey of approximately five acres, to evaluate the footprint of the proposed location where nineteen new tent sites are to be developed in the area. The cultural resources survey is anticipated to include approximately 40 shovel tests. No cultural resources have been previously recorded within the Glamping Project area but historic debris and building foundations related to the World War II era at Fort Worden are anticipated. No cultural materials will be collected.

AHS proposes to:

1) Conduct an archaeological survey of proposed project area to identify any cultural resources and determine their National Register eligibility. Systematic survey will be done in 10 m intervals across the entire project area. At least 40 40-cm-diameter shovel tests will excavated within the project area to assess the presence of buried cultural resources or features. The number of shovel probes can be adjusted, in consultation with FWPDA and State Parks, recognizing that adjustments may need to be made in the field in response to local conditions.

Background archival research will be conducted at local repositories (e.g., Coastal Defense Museum) and at Washington State Parks and Recreation (WSPRC) Headquarters in Olympia to establish information useful in locating potential archaeological deposits and/or former locations of historic buildings and structures in the project area. FWPDA will provide three (3) sets of project design plans (full size); while WSPRC will provide one (1) set of previous archaeological survey/testing reports and relevant park documentation.

2) Consult telephone, mail, and e-mail with FWPDA, WSPRC, the Washington State Department of Archaeology and Historic Preservation (DAHP), and interested Indian Tribes as necessary.

3) Attend at least two (2) on-site meetings in the park to meet with FWPDA and State Parks staff, and interested parties to review findings and/or discuss redesign options if needed.

4) Record any cultural resources identified during the survey on the appropriate Washington state form(s) (i.e., Washington State Archaeological Inventory for archaeological sites and the Washington Historic Property Form for historic buildings/structures) and/or National Park Service
form(s). In consultation with WSPRC, historic cultural resources related to the Fort Worden Historic District (45DT50) may only be recorded on a National Park Service National Register of Historic Places Registration Form.

5) AHS will complete a draft and final Report for submission to FWPDA and WSPRC. This Report will summarize results of relevant background research, field investigation results, appropriate documentation forms, and provide project development recommendations (or options).

Deliverables and Schedule:
1) The archaeological survey will be initiated by January 2, 2019.

2) AHS will provide e-mail notification to the FWPDA project manager of the date the fieldwork has been completed within five (5) business days of completion.

3) The information gathered as a result of this work effort shall be integrated into a graphically illustrated, scientifically acceptable report. Draft Report is due within thirty days (30) of fieldwork completion and the Final Report is due fifteen days (15) after receipt of the draft comments from the FWPDA/WSPRC. Seven (7) paper copies of the final report shall be provided to FWPDA.

Please do not hesitate to contact me if you have any questions. Thank you for this opportunity to assist Fort Worden Public Development Authority with cultural resources compliance needs.

Sincerely,

[Signature]
Jennifer Wilson
Director

Enclosure
### TASK 01 TASK 02 TASK 03

<table>
<thead>
<tr>
<th>Name</th>
<th>Position/ All Inclusive Hourly Rate</th>
<th>Prefield</th>
<th>Survey</th>
<th>Report/Form Prep</th>
<th>TOTAL HOURS/ DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wilson</td>
<td>Director (PI)</td>
<td>1</td>
<td>1</td>
<td></td>
<td>$92.42</td>
</tr>
<tr>
<td>Archaeologist</td>
<td>Project Director</td>
<td>4</td>
<td>40</td>
<td>16</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td>$63.86</td>
<td>255.44</td>
<td>2,554.40</td>
<td>1,021.76</td>
<td>$3,831.60</td>
</tr>
<tr>
<td>Archaeologist</td>
<td>Field Archaeologist</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>$63.86</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td>Sara Walker</td>
<td>Editor</td>
<td>8</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$63.86</td>
<td>-</td>
<td>-</td>
<td>510.88</td>
<td>$510.88</td>
</tr>
<tr>
<td>Jim Jenks</td>
<td>Historian/Editor</td>
<td>4</td>
<td>40</td>
<td>40</td>
<td>84</td>
</tr>
<tr>
<td></td>
<td>$65.03</td>
<td>260.12</td>
<td>2,601.20</td>
<td>2,601.20</td>
<td>$5,462.52</td>
</tr>
<tr>
<td>Julia Furlong</td>
<td>Graphics</td>
<td>8</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$59.06</td>
<td>-</td>
<td>-</td>
<td>472.48</td>
<td>$472.48</td>
</tr>
<tr>
<td>Brenda Wallace</td>
<td>Fiscal Spec</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>$56.06</td>
<td>56.06</td>
<td>224.24</td>
<td>112.12</td>
<td>$392.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Subtotal Hours:</td>
<td>9</td>
<td>84</td>
<td>75</td>
<td>168</td>
</tr>
<tr>
<td></td>
<td>Subtotal Labor Costs:</td>
<td>$571.62</td>
<td>$5,379.84</td>
<td>$4,810.86</td>
<td>$10,762.32</td>
</tr>
</tbody>
</table>

### DIRECT COSTS

<table>
<thead>
<tr>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Pool Rental</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>$71.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>750</td>
</tr>
<tr>
<td></td>
<td>$0.400</td>
</tr>
<tr>
<td>Meals</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>$76.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>$108.00</td>
</tr>
<tr>
<td>Goods and Services</td>
<td>6%</td>
</tr>
<tr>
<td>of salaries max.</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>$11.74</td>
</tr>
</tbody>
</table>

| Subtotal Units:     | 0    | 774  | 0    | 774  |
| Subtotal Direct Costs: | $5 | -    | $2,350.00 | $ - | $2,361.74 |

| TOTAL COSTS         | $571.62 | $7,729.84 | $4,810.86 | $13,124.06 |