



# **MESA Charter High School Employee Manual**

## **MESA CHARTER HIGH SCHOOL EMPLOYEE MANUAL**

### **INTRODUCTION AND WELCOME**

It is our pleasure to welcome you as an employee of Math, Engineering, and Science Academy (“MESA”) Charter High School as a valued member of our team. This Employee Manual (the “Manual”) is a guide to MESA’s employment policies and procedures and describes the benefits available to you as an employee of MESA. This Manual applies to all employees of MESA.

MESA abides by all applicable local, state and federal laws and regulations affecting employment. In case of any conflict between these policies and the law, the applicable law will prevail. Similarly, where insurance or other benefits are concerned, the terms of the policy or plan prevail over statements contained in this Manual.

As with any set of policies and practices, this Manual may be updated periodically, in MESA’s sole discretion. Changes to this Manual, and to MESA’s policies or procedures, are effective on the date they are issued by MESA. As you receive new or changed policies and procedures, please update your Manual accordingly.

This Manual will introduce you to MESA’s personnel policies, regulations, benefits, and related information. Please read it carefully and retain it for future reference. When you separate from MESA’s employment, please return the Manual to us.

MESA is committed to exemplifying the highest standard of ethical conduct in all of its activities. This commitment is explained in the MESA Code of Ethics, which is attached as Exhibit A.

You have also received, and agreed to the terms of, an Employment Agreement (the “Employment Agreement”) from MESA. The Employment Agreement may contain additional terms and conditions you must abide by. The Employment Agreement and Manual are intended to be complementary documents, but to the extent that there is any inconsistency between the two you are bound by the terms of your Employment Agreement.

This Manual does not create a contract of employment between you and MESA. You are an at-will employee and nothing in this Manual affects that status.

This Manual does not anticipate every situation or answer every question about your employment. If you have any questions related to these policies, or to employee benefits, please speak to our Director of Operations (the “Director of Operations”). Should you have any other questions, please reach out to me directly.

Best,

Arthur Samuels  
Executive Director  
MESA Charter High School

## **OUR MISSION**

**Mission Statement:** Math, Engineering, and Science Academy (MESA) Charter High School will provide a rigorous education that equips each student with the ability to succeed in life and in college. MESA students will develop a passion for science, technology, engineering and mathematics and, through an intensive college readiness program, develop critical thinking and self-advocacy.

**Objective:** MESA graduates will internalize the connection between academic excellence, perseverance, and economic opportunity, empowering them to assert control over their professional futures.

## **EQUAL EMPLOYMENT OPPORTUNITY**

MESA's policy and practice is to provide equal employment opportunity to all employees and potential employees without regard to race, age, sex or gender, religion, creed, color, national origin or ancestry, alienage, citizenship status, disability, predisposing genetic characteristics, marital status, partnership status, domestic violence victim status, sexual orientation, citizenship status, military status, or other protected status under federal, state or local law. MESA makes employment decisions based on merit, qualifications and competence. This policy governs all areas of employment, including recruitment, selection, job assignment, training, compensation, benefits, separation from employment and all other employee transactions.

MESA expects all employees to share in its commitment to equal employment opportunity, and acts of discrimination or harassment in the workplace will not be tolerated. Any such acts should be reported immediately to MESA's Director of Operations.

### **Disability Accommodation**

MESA is committed to complying fully with the Americans with Disabilities Act and corresponding state disability discrimination laws, and ensuring that equal opportunity in employment exists at MESA for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations will be made available to all qualified disabled employees, upon request, so long as the accommodation does not place an undue hardship on MESA. Such employees should discuss the need for a possible accommodation with MESA's Director of Operations.

## **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

### **Introduction**

MESA promotes a workplace that is free of harassment and discrimination, including based on race, age, sex or gender, religion, creed, color, national origin or ancestry, alienage, citizenship status, disability, predisposing genetic

characteristics, marital status, partnership status, domestic violence victim status, sexual orientation, citizenship status, military status, or other protected status under federal, state or local law. Any type of harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by MESA. Further, any retaliation against an individual who has complained about any type of harassment, or for cooperating with an investigation of such harassment, is unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual and other types of harassment, the proscribed conduct that is described in this policy will not be tolerated. Further, we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because MESA takes allegations of sexual and other types of harassment seriously, we will respond promptly to complaints of such harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual and other types of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other types of harassment.

### **What is Sexual Harassment?**

The guidelines issued by the EEOC – and adhered to by MESA – make it illegal for hiring, promotion, or other employment decisions to be based upon whether an employee submits to, or rejects, sexual advances. The guidelines also ban conduct that interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

The following are excerpts from the EEOC guidelines forbidding sexual harassment of employees:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

These guidelines apply to all MESA employees.

Under these guidelines, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitute sexual harassment.

In addition, other sexually-oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment. While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which, if unwelcome, may constitute sexual harassment, depending upon the totality of circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments; or
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of sexual harassment complaint, is unlawful and will not be tolerated by this institution.

### **Complaints of Harassment**

If any employee believes that he or she has been subjected to any type of harassment or has information regarding an incident of harassment, the employee has the right to file a complaint with MESA. This may be done in writing or orally.

Employees may file a complaint by contacting MESA's Director of Operations or their supervisor. If the employee does not feel comfortable reporting the complaint to any of the persons named above, he or she may report the complaint directly to MESA's Principal or Executive Director. Employees are expected to report immediately any information concerning harassment to any of the persons named above.

The persons named above, in general, and our Director of Operations, in particular, are also available to discuss any concerns employees may have and to provide

information to employees about MESA’s policy on harassment and MESA’s procedure for making and investigating complains concerning harassment.

When MESA becomes aware that any types of harassment might exist, it is obligated by law to take prompt remedial and appropriate action, whether or not the victim wants MESA to do so. Accordingly, all claims will be promptly investigated and held in confidence to the maximum extent practicable.

### **Harassment Investigation**

When MESA receives information regarding an incident of harassment, we will promptly and fairly investigate the allegation. Confidentiality will be maintained to the extent possible under the circumstances. Our investigation will include private interviews with the person filing the harassment complaint, with the person accused of harassment, and with witnesses. Once we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person accused of harassment of our findings.

### **Disciplinary Action**

If we determine that inappropriate conduct has been committed by one of our employees, we will take disciplinary action to ensure it does not recur. An employee who engages in inappropriate conduct may receive an oral or written warning, be placed on probation or be terminated from employment, depending on the circumstances.

### **Cooperation**

An effective harassment policy requires the support of all personnel. All employees are responsible for their own conduct, as well as the conduct of personnel they supervise or manage. Employees may be held responsible for any type of harassment in which they engage, or which they knew or should have known was occurring and failed to report to MESA. Accordingly, employees who engage in sexual or other types of harassment, who know of and fail to report incidents of harassment, or who fail to cooperate with MESA-sponsored investigations concerning alleged incidents of harassment, are subject to disciplinary action. Likewise, employees who refuse to implement remedial measures, or who retaliate against persons who make harassment complainants, or against witnesses to alleged instances of harassment, are subject to disciplinary action. By the same token, however, if after investigating a complaint of harassment, MESA determines that the complaint is not bona fide or that the employee had intentionally provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or gave the false information.

## **THE DIGNITY FOR ALL STUDENTS ACT**

MESA complies with the Dignity for All Students Act (“the Dignity Act”), an act amending the New York State Education Law to provide that no student

shall be subjected to harassment or bullying by employees or students on school property or at a school function.

Students have the right to feel safe and respected, and to work and learn in an environment that is free from harassment and bullying, including sexual and other types of harassment and bullying. MESA prohibits all forms of harassment and bullying as defined in this policy.

### **Definition of Harassment and Bullying**

Harassment and/or bullying (“harassment”) is the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student’s educational performance, opportunities or benefits, or mental, emotional or physical well-being; or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. Such conduct, verbal threats, intimidation or abuse includes but is not limited to conduct, verbal threats, intimidation or abuse based on a person’s actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, sex, or any category protected by law. It also may include, in certain circumstances, conduct that occurs off school property. Prohibited conduct includes, but is not limited to: epithets, slurs, quips or negative stereotyping that relate to any of the categories above. This list is not all-inclusive. Other unwelcome acts of an offensive nature may also constitute harassment.

### **Definition of Sexual Harassment**

Sexual harassment is a type of harassment and bullying. As discussed above, it may include unwelcome sexual advances; sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comment on an individual’s body, comment about an individual’s sexual activity, deficiencies or prowess; displaying sexually suggestive objects, pictures, or cartoons; leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments; or discussion of one’s sexual activities. This list is not all-inclusive. Other unwelcome acts of an offensive nature may also constitute sexual harassment.

Romantic or sexual relationships between adults (teacher, administrator or staff member) and students are expressly prohibited.. Romantic relationships between supervisor and supervisee are expressly prohibited.

### **General Procedures for Reporting Complaints**

MESA encourages all members of the School to report all incidents of harassment, regardless of who the offender may be.

## **Investigations**

MESA will take prompt, reasonable action to prevent, investigate, and remedy instances of harassment. All allegations of harassment will be promptly investigated. The investigation may include interviews with the parties involved, and when necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The School will attempt to protect the privacy of the individuals involved in an investigation, but cannot guarantee confidentiality.

## **Discipline**

If the School determines that MESA's policy prohibiting harassment and/or bullying has been violated, MESA will take disciplinary action against the offender. Discipline may include, but is not limited to, suspension or expulsion for students, and, for school staff, probation, suspension or termination of employment.

## **Retaliation**

MESA prohibits retaliation against anyone who reports harassment/bullying or participates in an inquiry of such report. Any person who retaliates against a student for reporting any perceived acts of harassment/bullying will be subject to disciplinary action. Any questions about this policy should be directed to the Director of Operations.

## **EMPLOYEE RIGHTS & RESPONSIBILITIES**

### **At-Will Employment**

All employment with MESA is voluntarily entered into. All MESA employees are at-will employees. This means that employees have the right to resign at any time, with or without notice and with or without cause. Likewise, MESA retains the right to terminate employment at any time, with or without notice and with or without cause. Any representation by any MESA officer or employee to the contrary is not binding upon MESA unless it is in writing, signed by MESA's Executive Director.

This Manual is not a contract of employment and it does not create any contractual or other legal rights.

### **Employee Responsibilities**

All MESA employees are expected to adhere to the responsibilities outlined in their Employment Agreements and job descriptions. Our employees share MESA's basic philosophy and support its mission. Employees are expected to approach their work with a positive attitude and be team players. Where there are problems, employees are part of the solution.

## **Confidential Information**

Every employee must safeguard confidential information about MESA. Any information employees learn about MESA or MESA's students in the course of employment that is not otherwise publicly available constitutes confidential information. Therefore, unless legally required to do so under applicable law, employees may not disclose that information to anyone not employed by MESA or to other persons employed by MESA who do not need to know it to perform their job functions. Additionally, MESA employees are bound by the federal Family Educational Rights Privacy Act (FERPA), which relates to student information and records.

Discussions involving sensitive information must always be held in confidential settings to safeguard the confidentiality of the information. Do not discuss confidential information in elevators, restrooms, restaurants, and other places where conversations might be overheard. Other practical guidelines for maintaining confidentiality and minimizing the risk of inadvertent disclosure include the following:

Employees should remove confidential documents from conference rooms and other areas accessible to others after every meeting.

Employees should store confidential documents in locked cabinets. Transmit documents in sealed envelopes marked "confidential," use confidential cover sheets, and, when appropriate, conspicuously designate confidential documents as "confidential".

Do not disclose confidential matters to persons outside of MESA, except: (i) where the information is a matter of public record; (ii) or the employee has the consent of his or her supervisor or manager; or (iii) the employee is required to do so under applicable law.

Employees should limit copying of, and access to, confidential documents to those with a legitimate need to examine or revise these documents.

Employees must keep passwords protected and secure, including passwords to computers, to MESA email and to the Student Information System.

Employees must password-protect their computers, tablets, phones, or other electronic devices to ensure that they lock automatically after they are idle for more than a few minutes.

## **Other Activities**

Each MESA employee will devote his or her time, skills and attention to the performance of his or her duties and responsibilities, using best efforts in all such endeavors. Outside of work hours, MESA employees may engage in other professional or business activities that do not, individually or in the aggregate, conflict with or interfere with the performance of their duties and responsibilities to MESA. Employees who have any questions about whether proposed professional business activities conflict

with or interfere with the performance of their duties or responsibilities to MESA should see the Executive Director.

### **Public Relations**

No employee may represent MESA as a spokesperson unless authorized to do so by MESA's Executive Director. Similarly, no employee may make a statement to the media in which the employee might reasonably be construed to be speaking on behalf of MESA unless authorized to do so in writing by MESA's Executive Director.

MESA employees are not permitted to engage in any partisan political activity during work hours and may not use MESA's name, facilities or equipment in connection with any political activity at any time.

### **Resignation**

In most cases, a MESA employee signs on for a one-year term, though, as at-will employees, they may terminate their employment at any time and MESA may terminate their employment at any time.

Departures during the academic year may be disruptive to MESA and to our students. Employees who must terminate employment any time between August and May are asked to give at least 30 days' notice of their planned departure to the Director of Operations or to their supervisor. In June, employees are asked to provide enough notice to see the students and staff through to the end of the academic year, which is at the end of June.

### **Exit Procedure**

Upon termination of employment with MESA, employees must surrender all MESA-related property in their possession to the Director of Operations. MESA-related property includes laptops, tablets, cellphones, keys, and any equipment, books, educational records, papers, and other work-related documents, whether physical or stored in any type of digital device. Any work-related documents or records on employee computers or other digital device must be preserved and returned to MESA. Once returned to MESA, such documents must be deleted from employee's computer or other electronic device. Any MESA-related passwords are the property of MESA and may not be used after employment with MESA ends.

Upon termination of employment, outgoing employees will have an exit interview with MESA's Director of Operations. Employees are encouraged to provide meaningful and candid feedback concerning their experience as an MESA employee during the exit interview. Employees' input will help MESA to shape its policies and procedures and MESA will take employee feedback into account as it strives to achieve its educational mission.

## OUR WORK ENVIRONMENT

### Office and Work Hours

Prompt and regular attendance is expected of all MESA employees. The school day begins with the morning huddle for staff members beginning at 8:35 AM and ends at 4:45 PM, although the Executive Director may occasionally, at his or her sole discretion, require staff to attend staff meetings after the school day ends, as necessary. On Wednesdays, the school day will begin with weekly professional development at 7:30 AM and end at 3:30 PM. Other activities that are a part of a staff member's responsibilities, such as after-school clubs, classes, programs, open school nights and parent teacher nights generally take place outside of these hours, and are considered a part of the school day.

Individual part-time and exception schedules are explained to new employees in their written job offer. Exception schedules are work hours that are outside the standard office hours.

### Timeliness

All staff must be expected to arrive on time each day, according to their agreed-upon work schedules.

### Use of Equipment and Facilities

#### *Telephones and Voice Mail*

MESA's telephone resources are reserved primarily for conducting school business and should not be used for personal use. Personal cell phones may not be used in the presence of students. Both school telephones and voice mail facilities are the property of MESA.

*Facilities, other equipment and supplies* are for business use only.

### E-Mail and Computer Use

MESA's computers and e-mail systems are to be used solely for MESA business matters. All data in MESA's computers and communications systems (including documents, other electronic files, e-mail and recorded voice mail messages) is the property of MESA and may be accessed by MESA at any time. **No individual should have any expectation of privacy for messages or other data recorded in MESA's systems.** This includes any e-mails sent or accessed from a private e-mail address or web-based e-mail when such e-mails are sent or accessed on MESA's computers or information systems. Likewise, the deletion of a document or message may not prevent access by MESA to the item or completely eliminate the item from the system.

Further, employees may not delete any documents from their computers that they are required to make and maintain according to any MESA policy or protocol, including, but not limited to, educational records, social work records, and counseling reports.

The following specific provisions also apply to computer and e-mail use:

1. Personal communications, including Classified Ads to sell items, invitations to social events, charitable solicitations, promoting business ventures, and messages espousing religious or political stances, may not be sent, inside or outside MESA using MESA's e-mail or computer resources.

2. MESA's computing and e-mail resources must not be used to access, create, transmit, print or download material that is offensive, derogatory, defamatory, obscene or otherwise improper, including, but not limited to, anything that may be construed as harassment or disparagement based on race, age, sex or gender, religion, creed, color, national origin or ancestry, alienage, citizenship status, disability, predisposing genetic characteristics, marital status, partnership status, domestic violence victim status, sexual orientation, citizenship status, military status, or other protected status under federal, state or local law.

3. MESA's computing and e-mail resources must not be used to access, create, transmit, print or download sexually-oriented material.

4. MESA's computing and e-mail resources must not be used to download or copy materials without the permission of the publisher or owner. If employees have any questions concerning obtaining and using copyrighted material, they should contact MESA's Director of Operations.

5. External e-mail or internet communication of any kind (including posting on electronic news groups, message boards, or online social media outlets (Facebook, Twitter, etc.) regarding MESA's positions or policies – or that may be construed as expressing MESA official policy or position – may not be posted or sent without advance authorization by MESA's Executive Director.

6. E-mail releasing information to any media outlet – newspapers, TV, radio, etc. – cannot be sent using MESA's computing or e-mail resources.

## **The Internet**

Internet access is available and is dedicated to business use. Internet access is licensed to MESA and its usage is reviewed periodically to ensure it is directed solely to MESA's business information priorities. See the above section, entitled "E-mail and Computer Use," for further information regarding acceptable use of MESA's Internet resources.

## **Payday**

MESA's pay cycle is bimonthly (24 pay periods per year). Payday is normally on the 15<sup>th</sup> of the month and the last day of the month for services performed for the period ending that same day.

Employees may be paid by check or through direct deposit to a bank account in their name or to a joint account provided they are one of the individuals named on the account.

Employees will receive a check or direct deposit statement accompanied by a Statement of Earnings and Deductions through the normal internal distribution channels on payday.

## **Payroll Deductions**

Various payroll deductions are taken from employees' wages at each pay period. Required payroll deductions include Federal, State and City income taxes and employee Social Security and Medicare (FICA) contributions. Employees may also have various elective payroll deductions for benefits, such as retirement plans contributions and health insurance premiums. Employees' pre-tax benefits deductions will be taken before income taxes are calculated or withheld.

## **SAFETY AND SECURITY**

It is important to remain alert to any safety hazards and immediately report these hazards to MESA's Director of Operations.

### **Personal Belongings**

In a busy school such as ours, care must be taken with personal belongings. Handbags, wallets, packages and other items should not be left unsecured. MESA is not responsible for the personal property of its employees.

### **Visitors**

The names of all visitors must be registered through the main office. Visitors will receive a temporary pass after presenting valid photo identification.

Employees should contact the Executive Director, the Principal, or the Director of Operations if they notice someone who seems suspicious or who has not been presented as a visitor.

### **Fire Emergency**

All employees should understand fire emergency procedures and be aware at all times of the location of the fire exit(s) nearest their own classroom or workstation.

All employees will be briefed on fire emergency procedures. Fire Marshals and Searchers are assigned to assist employees and students during any emergency.

Periodic fire drills also serve as reminders of fire safety procedures for all employees.

### **Other Emergencies**

In addition, all employees must understand MESA's other emergency procedures, including procedures for lockdowns in emergency situations. All employees will be briefed on other emergency procedures. Periodic lockdown drills also serve as reminders of other emergency procedures for all employees.

### **ACTS OR THREATS OF VIOLENCE**

MESA strongly believes that all employees should be safe within our school. Acts or threats of violence against any employee or student will not be tolerated. Any instances or threats of violence must be reported immediately.

MESA will promptly investigate all complaints and will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, and if it involves violence or threats of violence by an employee, such employee may be subject to immediate discharge, as appropriate.

### **EMPLOYEE BENEFITS**

MESA maintains a number of programs to help our employees defray the costs of medical and dental care, to provide income in the event of accident or catastrophic illness and to assist in meeting other family needs and emergencies.

Employees are asked to keep MESA's Director of Operations informed of any changes in their employee profile information so we can update their records accordingly. Employees are also required to advise MESA's Director of Operations promptly of any change of address.

MESA's Director of Operations maintains booklets and plan descriptions for each individual program and can answer benefits inquiries at all times. Medical and dental plans are available to employees via MESA's Director of Operations. As stated above, in the case of any conflict between this Manual and the content of any policy or plan document, the policy or plan document prevails over this Manual.

Finally, we note that nothing in this Manual should be deemed or construed to limit, in any way, MESA's ability to modify, amend, add to or eliminate the benefits plans, policies and programs it offers, in its sole discretion, consistent with applicable law.

## **Group Health, Dental, Vision, Life and Long-Term Disability Insurance**

MESA provides certain group health, dental, vision, life and long-term disability insurance programs for eligible employees and their eligible dependents. Any additional coverage is at the employee's cost.

Employees are eligible to participate in these benefits on the first day of the month following the month in which the employment commences. To be eligible for benefits, employees must sign all the necessary forms and be approved by the respective insurance carrier or benefits provider.

Full details of benefits may be found in the benefits package that will be provided to employees and in the summary plan description of the respective benefit program. These documents set forth more fully employee rights and obligations under the respective benefits plan. COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage at their own expense for a limited period of time under MESA's group health care plans when a "qualifying event" would normally result in the loss of eligibility. For an employee, some qualifying events are: resignation, termination of employment, a reduction in an employee's hours of work. For an employee's qualified beneficiaries, some qualifying events are: death of an employee, divorce or legal separation from the employee, and dependent child no longer meeting eligibility requirements. MESA will provide a COBRA notice of eligibility when it becomes aware of a qualifying event. This notice contains important information about the employee's rights and obligations. It is the responsibility of each employee to notify MESA in a timely manner of any qualifying event to the extent such event is not within MESA's knowledge.

Employees should contact MESA's Director of Operations with any questions concerning eligibility for coverage under MESA's group health care, dental, vision Life and/or Long-Term Disability Insurance plans or the continuation of health care benefits following a qualifying event.

### **Short-Term Disability**

MESA provides short-term disability insurance for its employees. Generally, this short-term disability insurance provides certain benefits in the event that an employee is unable to work due to non-work-related injuries or illnesses. Short-term disability coverage becomes effective on the eighth day following the onset of injury or illness.

### **Workers' Compensation**

New York State requires that employees have Workers' Compensation Insurance for work-related injuries or illnesses. The cost of this insurance is paid by MESA. If an employee is injured on the job, his or her supervisor must be notified immediately so that the injury can be treated and an accident report can be completed.

## **Retirement Savings Program**

MESA automatically enrolls all employees in its 401k retirement plan after the employee has completed three months of employment with MESA. MESA offers a matching contribution to the plan, up to 3% of the employee's salary for employees who have been employed at MESA for more than one year. Details of the 401K plan are provided as part of each employee's 401k package and contained in the summary plan description.

## **VACATION, PERSONAL DAYS AND SICK LEAVE**

All employees are designated in their Employment Agreement as either teaching staff or administrative staff. All staff are expected to be present for all days of Summer Institute, Summer VISTA Program, Instructional Days, Professional Development Days, and Grading Days. Teaching staff is not expected to be present during Intersession, except during the sessions which they have signed up to teach. Administrative staff is expected to be present during Intersession, and certain designated days over the summer. No staff is required to be present on holidays when the school is formally closed.

### **Sick, Personal, or Vacation Days**

MESA does not distinguish between days used for sick, personal, or vacation leave ("Paid Leave"). All staff is eligible to accrue up to seven (7) Paid Leave days during the academic year. Employees will accrue one Paid Leave day per month for each of the first seven months of the academic year. Administrative staff is eligible to accrue up to ten additional (10) paid days for sick, personal, or vacation leave, but these may only be taken during Intersession ("Intersession Leave"). Administrative staff will accrue their standard 7-day Paid Leave in the same fashion as teaching staff, and will accrue their additional Intersession Leave days at a rate of one day per month for each of the ten months of the academic year.

Occasionally, administrative staff may be required to work during a holiday when the school is otherwise closed. In this event, those staff will be awarded a compensation day, which may be used with the approval of the Executive Director.

Paid Leave or Intersession Leave days may be used as needed – for vacation, family or personal illness, to observe religious or other holidays that are not observed by the organization, to handle parents' day at school, or other personal events or emergencies –except that Intersession Leave can only be taken during Intersession

Employees will **not** be paid for any unused Paid Leave or Intersession Leave days at the separation of employment under any circumstances. Unused Paid Leave or Intersession Leave days at the separation of employment shall be forfeited regardless of the reason for the separation and regardless of whether such separation was initiated by the employee or by MESA.

Staff absences are extremely disruptive to student learning, and MESA encourages staff to make every effort to be at work every day. At the end of the school year, MESA will pay out teaching staff for unused Paid Leave days at their daily rate of pay. The daily rate of pay is an employee's annual salary divided by 52 (52 weeks per year), divided again by 5 (five work days per week). Administrative staff will not receive pay-out for unused Paid Leave or Intersession Leave days. However, administrative staff who do not use their full allotment of seven (7) Paid Leave days during the school year may roll up to three (3) remaining unused Paid Leave days over into Intersession. Thus, any administrative employee who does not use any Paid Leave days during the school year may take up to 13 days as a combination of Paid Leave and Intersession Leave during Intersession. Any unused Paid Leave or Intersession Leave expires at the end of the academic year and may not be rolled over to the next academic year.

### **Non-Emergency Leave Requests**

Standard, non-emergency requests for Paid Leave or Intersession Leave days must be made as far in advance as possible, but no later than one week in advance, and will be subject to supervisory approval based on workload and other circumstances. Teaching staff should make such requests to the Principal, and administrative staff should make such a request to the Executive Director. Requests should be made in an e-mail or web-based format to be prescribed by MESA. Please note that requests are not considered authorized until officially approved, in writing, by the Principal or Executive Director, respectively.

Taking multiple Paid Leave and Intersession Leave days consecutively when school is in session tends to interrupt student learning and, as such, is strongly discouraged.

### **Sick Leave Requests**

Employees may use Paid Leave or Intersession Leave days as sick leave, which may be used for the employee's own illness or injury or for family medical emergencies. MESA may require a physician's signed statement approving an employee's return to work from illness or injury.

Staff intending to take a Paid Leave or Intersession Leave due to illness must notify their supervisor via email by 6:00 AM the morning they will be out. Teaching staff are expected to maintain lesson plans and materials in the school's database, such that another teacher or staff member can cover the class with minimal preparation. Staff who will be out sick should provide clear directions and materials for the covering teacher.

If an employee's illness or injury is expected to exceed any accrued Paid Leave and Intersession Leave days, he or she should notify MESA's Principal (for teaching staff) or the Executive Director (administrative staff) as soon as possible and no later than prior to exceeding accrued leave. MESA reserves the right to require a physician's statement regarding illness or injury (or that of a family member, as

applicable) as a condition of paying sick leave benefits or granting any extended non-paid leave. Depending on the circumstances, the employee may be entitled to other types of leave (as described herein) for some or all of the period of the employee's inability to return to work. Employees must request such supplemental leave in writing from MESA's Director of Operations prior to the expiration of Paid Leave and Intersession Leave days. If the employee does not seek and obtain such pre-approved leave, absences extending after the use of available Paid Leave and Intersession Leave days are deemed unexcused. After three consecutive days of such unexcused absence, the employee will be deemed to have voluntarily terminated his or her employment.

If the employee's illness or injury exceeds eight (8) calendar days, or the employee is hospitalized immediately, he or she may be eligible for short-term disability benefits. Short-term disability benefits will be coordinated with available Paid Leave and Intersession Leave, if appropriate, for a maximum duration of 12 weeks. Employees should contact MESA's Director of Operations for additional information and assistance.

### **Holidays**

If a designated holiday falls during an employee's Paid Leave or Intersession Leave day, that day off will not be deducted from the employee's accrued Paid Leave or Intersession Leave days.

### **Bereavement Leave**

All teaching and administrative staff will be compensated for time lost from their regular schedule in the event of a death in the immediate family, or the immediate family of their spouse/same-sex committed partner in accordance with the following guidelines.

Employees will be granted an authorized absence from work up to a maximum of three days without loss of pay. The three days are to be consecutive days, and they must include the day of the funeral. Written confirmation from the funeral director and/or an obituary notice establishing relationship and dates may be required for bereavement leave. Members of the immediate family are defined as follows: spouse/same-sex committed partner, children, parents, grandparents, brothers or sisters.

### **JURY DUTY**

Employees are encouraged to fulfill their civic responsibility by accepting jury duty when they are called. Employees must notify their supervisor immediately upon receiving a jury duty notice, so that appropriate arrangements may be made for their absence. Work demands may require that employees' request a service postponement.

While serving on jury duty, employees are required to inform their supervisor each day that jury duty continues. Employees who are not required to go to court on a workday while serving on jury duty or who are dismissed early in the day are expected to come to work.

MESA will follow all applicable laws regarding employee compensation for jury service. Employees must submit a copy of the jury duty notice and, when received, the original certificate of jury service to MESA's Director of Operations and Finance, retaining a copy for themselves.

### **VOTING LEAVE**

Employees who are unable through reasonable diligence to reach their precinct to vote in any election during non-working time will be allowed a reasonable amount of time without loss of pay, but no more than two hours, at the beginning or end of their work day to vote. Employees must request this time off at least two, but not more than ten, working days prior to the day of the election. No time off will be authorized if the employee have sufficient time to vote outside of working hours.

### **MILITARY LEAVE**

Employees may take an unpaid leave in accordance with applicable law if they are inducted into or enlist in the Armed Forces of the United States, the National Guard, the commissioned corps of the Public Health Service, are called to duty as a member of a reserve unit, or are a member of any other category of persons designated by the President in time of war or national emergency.

Employees must provide advance notice of their need for a military leave, when possible, and the Associate Director of Finance will request a copy of the employee's orders, which will be kept on record by MESA. The time spent on military leave will be counted as continuous service for the purpose of determining the employee's eligibility and accrual for various benefit plans and policies.

For military leaves extending 30 days or less, MESA will continue to pay the portion of the premium on health insurance, if any, that it was paying before the leave began. If the employee contributes toward such benefits for himself/herself or covered dependents, the employee must continue to pay the employee's portion of the premiums during this period; otherwise, the employee may lose his/her coverage. For military leaves extending beyond 30 days, employees and their covered dependents will have the option to continue health insurance coverage at their own expenses.

Upon return from military leave, employees will be reinstated as required by law. Upon an employee's return, benefits will be reinstated with no waiting periods.

### **DRUG-FREE WORKPLACE**

MESA is committed to maintaining a drug-free workplace that is safe for employees and students and conducive to good work performance. The sale, use, possession, purchase, manufacture, transfer or distribution of alcohol, illegal drugs or other controlled drugs or substances or drug-related equipment or paraphernalia on MESA's premises is prohibited. Moreover, reporting to work under the influence of alcohol or controlled drugs or substances of any kind is prohibited.

The term “controlled drugs or substances” includes prescription drugs. Such drugs are used permissibly only when issued with a prescription, when a physician has granted permission to use or consume the drugs under working conditions, and when the physician has verified that an employee can work safely and without detriment to work productivity under the influence of such drugs.

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination. Alternatively, at MESA’s sole discretion, employees may be required to complete satisfactorily a drug or alcohol assistance or rehabilitation program as a condition of continued employment. Any questions regarding this policy should be directed to MESA’s Director of Operations.

## **PERSONAL CONDUCT**

Occasionally, it is necessary to use disciplinary measures when an employee’s personal conduct is contrary to MESA’s practices, policies and procedures. Disciplinary measures may take many forms including but not limited to verbal and written warnings, suspension, demotion, and discharge. Discipline will not be administered progressively; instead, disciplinary matters will be handled on a case-by-case basis. Thus, for example, an employee may be discharged for his or her first violation of an MESA practice, policy or procedure; alternatively, the employee may be given a verbal or written warning, depending on the facts and circumstances presented. In arriving at a decision as to appropriate discipline, MESA’s management, in its sole discretion, will consider, among other things, the seriousness of the infraction, the employee’s past performance record and all other relevant circumstances.

MESA maintains the right to discipline its employees for any reason deemed appropriate by MESA in its sole discretion, subject to all applicable federal, state and local laws.

## **ARREST OR CONVICTION OF AN EMPLOYEE**

If an employee is arrested, or is charged with any criminal offense, the employee must report the arrest or charge to the Director of Operations and may be required to submit documentation concerning the arrest and criminal charges. The report must occur within two business days of the arrest. MESA will not take any adverse action based solely upon the fact of an arrest.

Any action taken by MESA will be based upon the underlying facts and circumstances. Any misrepresentation concerning the underlying facts and circumstances surrounding the arrest is a basis of termination of employment.

If an employee is convicted of a crime, that employee must report the conviction to the Director of Operations and may be required to submit documentation concerning the conviction. MESA will consider the nature and gravity of the criminal offense prior to taking any adverse action against the employee.

## **COMPLIANCE WITH IMMIGRATION LAWS**

MESA complies with the provisions of the Immigration Reform and Control Act, which requires that employers verify the identity and employment eligibility of their employees. MESA's Director of Human Resources will provide employees with the Form I-9, Employment Eligibility Verification, to verify eligibility to work in the United States. Failure to submit completed forms in a timely manner will result in termination.

## **WHISTLEBLOWER POLICY**

### **Purpose**

MESA requires its employees to observe high standards of business and personal ethics in the conduct of their duties. As employees and representatives of MESA, we must practice honesty and integrity in fulfilling our responsibilities and complying with all applicable laws and regulations. This policy is not a vehicle for reporting employment issues. Any such issues should be reported in accordance with the policy described in the sexual and other unlawful harassment section and other sections above. The matters that should be reported under this policy include suspected fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, misuse of MESA's assets or suspected regulatory, compliance or ethics-related issues, concerns or violations.

### **Reporting Responsibility**

It is the responsibility of all employees to report violations or suspected violations of high business and personal ethical standards and/or applicable legal requirements ("Violations") in accordance with this Whistleblower Policy.

### **No Retaliation**

This policy is intended to encourage and enable employees to raise serious concerns within MESA prior to seeking resolution outside of MESA. No employee who in good faith reports a Violation shall suffer any harassment, retaliation, intimidation, or any adverse employment consequences. Anyone who retaliates, directly or indirectly, or encourages retaliation against someone who has reported a Violation in good faith is subject to discipline up to and including termination of employment.

### **Reporting Violations**

Questions, concerns, suggestions, or complaints regarding the high business and personal ethical standards and/or applicable legal requirements of the type described above should be addressed directly to Executive Director. Reports may be made orally or in writing, and should include as much detail as possible. The person who receives an oral complaint will promptly prepare a written summary of the complaint, including as much detail as possible.

## **Accounting and Auditing Matters**

The Compliance Committee is responsible for investigating and resolving all reported complaints and allegations concerning the high business and personal ethical standards and/or applicable legal requirements of the type described above and shall advise the Executive Director.

## **Acting in Good Faith**

Anyone reporting a complaint concerning a Violation or suspected Violation must act in good faith and have reasonable grounds for believing the information disclosed may indicate a violation of such standards. Allegations which prove to have been made maliciously or which were known to be false will be viewed as a serious disciplinary offense and MESA retains its discretion to take disciplinary action, up to and including dismissal.

## **Confidentiality**

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

## **Handling of Reported Violations**

The Executive Director will notify the sender and acknowledge receipt of the reported Violation or suspected Violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. If the employee is not comfortable speaking to the Executive Director or does not feel the issue has been properly addressed, the Employee may contact The Board Chair or The Chair of the Compliance Committee.

## **Reservation and Amendment**

MESA reserves the right to amend this Policy from time to time at its sole discretion. Any uncertainties or ambiguities in this Policy shall be resolved by MESA, which shall in good faith resolve any issues in compliance with the stated purpose of this Policy.

## EMPLOYEE ACKNOWLEDGMENT FORM

I hereby acknowledge receipt of the MESA Employee Manual as well as the attached Code of Ethics (collectively, the “Manual”). I understand that it is my continuing responsibility to read and know the contents of the Manual. I further agree that I will consult my supervisor or the Director of Operations regarding any questions I have concerning the Manual.

I also understand and agree that MESA’s Manual is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge, understand and agree that unless I have a written employment agreement with MESA that provides otherwise, my employment with MESA is at-will. Accordingly, the relationship may be terminated at any time, by MESA or by me, with or without cause, and with or without notice.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Manual and MESA’s policies and benefits plans, in MESA’s sole discretion, may occur. I understand that revised information will supersede existing information and may modify, or eliminate existing policies and benefits plans.

Furthermore, I acknowledge that this Manual is neither a contract of employment nor a legal document. No provision of this Manual constitutes a legal or contractual obligation of MESA and MESA is free to change any provision at any time within its sole discretion. Changes in these policies, or new policies, shall be effective on the date they are issued by MESA.

**I have read, understand and agree to all of the above. I have also read and understand the MESA Manual. I agree to return the Manual upon termination of my employment.**

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EMPLOYEE NAME (PRINT)

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SIGNATURE

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DATE:

## **CODE OF ETHICS FOR MESA CHARTER HIGH SCHOOL TRUSTEES, OFFICERS AND EMPLOYEES**

The undersigned Trustee, Officer or employee of MESA Charter High School shall comply with the Code of Ethics of the School, as set forth below in this document, during the entirety of his/her tenure on the Board or employment with the School:

Provision 1. Trustees, Officers and employees of the School Corporation will conduct or direct the affairs of the School and exercise their powers and responsibilities subject to the limitations of New York State Education Law, General Municipal Law and Not-For-Profit Corporation Law, and the School's charter and the Bylaws of the School Corporation, as applicable.

Provision 2. No Trustee, Officer or employee of the School Corporation shall engage in a "Self-Dealing Transaction," except as approved by the Board in accordance with procedures set forth in Article V of the By-Laws of the School Corporation. A Trustee who is or may be a party to a Self-Dealing Transaction is referred to herein as an "Involved Trustee."

Provision 3. In respect of any transaction under consideration by the School or to which the School is already a party, a Trustee, Officer or employee of the School Corporation shall have the obligation to make a "Self-Dealing Disclosure" as defined below, if he or she:

- (i) is or proposes to be, or has a blood or marital relation who is or proposes to be a party to the transaction in conflict of official duties,
- (ii) holds an ownership or investment interest in, or whose blood or marital relation holds an interest in, an entity which is a party to the transaction in conflict of official duties,
- (iii) is employed by or is otherwise compensated by, or whose blood or marital relation is employed or compensated by, an entity which is a party to the transaction in conflict with official duties, and/or
- (iv) is, or whose blood or marital relation is a director, trustee or corporate officer of an entity who is a party to the transaction in conflict with official duties.

A "Self-Dealing Disclosure" is the prompt, full and frank public, written disclosure to his or her immediate supervisor (if applicable) and to the Board of his or her interest (or interest of his or her blood or marital relation), giving rise to the Self-Dealing Disclosure obligation. It is the obligation of every Trustee, Officer and employee to inform himself of matters which may be under consideration by the Board by timely reviewing publicly available information and making appropriate inquiry of the Board, Principal or Executive Director. Disclosure required under this shall include all relevant and material facts known to the Trustee, Officer and employee about the contract or transaction, and shall be set forth in the minutes of the Board.

Provision 4. In addition to the above Provisions of this Code of Ethics, Trustees, Officers and employees of the School Corporation shall avoid at all times engaging in activities that would appear to be unduly influenced by persons who have a special interest in matters under consideration by the Board or relating to the School. Specifically, no trustee, officer or employee shall:

- Directly or indirectly, solicit any gift, or accept or receive any gift having a value of seventy-five dollars or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part;
- Disclose confidential information acquired by him in the course of his official duties or use such information to further his personal interests;
- Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the School or the Board of which he is an officer, member or employee or of any School or Board Committee or entity over which he has jurisdiction or to which he has the power to appoint any member, officer or employee; or
- Receive, or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any School or Board Committee or entity, whereby his compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

Provision 5. A Trustee, Officer or employee cannot have an interest in any for-profit contract with the school. Trustees, Officers or employees who have contracts with not-for-profit entities, such as charter management organizations, partners, and found organizations must be disclose these contracts but they are not prohibited.

Provision 6. As a requirement of section 803 of the General Municipal Law, any Trustee Officer or employee who has, will have, or later acquires an interest in—or whose spouse has, will have, or later acquires an interest in—any actual or proposed contract, purchase agreement, lease agreement or other agreement, including oral agreements, with the School Corporation of which he or she is an officer or employee, shall publicly disclose the nature and extent of such interest in writing to his or her immediate supervisor and to the governing body thereof as soon as he or she has knowledge of such actual or prospective interest. Such written disclosure shall be made part of and set forth in the minutes of such body.

Provision 7. A Trustee, Officer or employee who violates this Code of Ethics will be subject to corrective or disciplinary action including removal in respect thereof.

Provision 8. Trustees, Officers and employees cannot hold investments in conflict with official duties with the exception of holdings where when less than five per centum of the outstanding stock of the corporation is owned or controlled directly or indirectly by such Trustee, Officer or employee.

Provision 9. Trustees, Officers and employees shall not have private or future employment in conflict with official duties as shall be determined by the board upon disclosure prior to such employment or upon hire.

Provision 10. Trustees, Officers and employees of MESA Charter High School will be required to sign a statement acknowledging receipt of and agreeing to comply with the Board, Officer and Employee Code of Ethics.

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Signature

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Name of Trustee, Officer or  
Employee

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Date signed