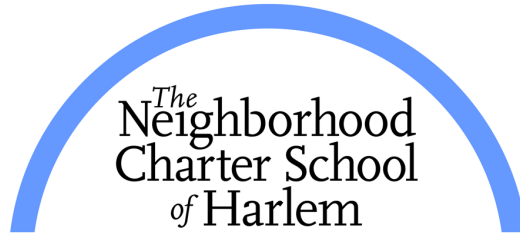




The
Neighborhood
Charter School
of Harlem

Staff Handbook

Personnel Policies and Procedures



Dear NCSH Staff Member,

Thank you for joining Neighborhood Charter School of Harlem (hereinafter, the “School”). We hope you agree that you have a great contribution to make to the education of our children by way of our community, and that you will find your employment at the School a rewarding experience. We look forward to the opportunity of working together to create a more successful School. We also want you to feel that your employment will be a mutually beneficial and gratifying one.

You have joined an organization that is establishing an outstanding reputation for quality. Credit for this will go to everyone in the organization. We hope you will find satisfaction and take pride in your work here. As a member of the School's team, you will be expected to contribute your talents and energies to further improve the environment and quality of the School.

We extend to you our personal best wishes for your success and happiness at the School.

Regards,

Brett Gallini
Head of School

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Personnel Policies

This Employee Manual and policies (the “Handbook” or “Manual”) is designed to assist in achieving consistent personnel practices and to best utilize the human and other resources of the School in the achievement of its goals and objectives. This Handbook is a guide, it is not meant to serve as a contract of employment, either express or implied, or for any specific duration.

The Board of Trustees, in partnership with School leadership develops policies for the School. The Head of School will be responsible for the implementation of this policy statement and for the development of detailed procedures consistent with its intent and individual objectives. While it is the role of the Board of Trustees to develop and adopt these policies, it is the role of the Head of School to interpret and implement them.

Each present and subsequent employee of the School will be provided with a copy of this personnel policy manual and oriented as to its implementation.

Possession of this Handbook does not necessarily make employees eligible for the various benefits described herein. Employees may need to satisfy certain eligibility requirements before obtaining coverage. Employees shall not earn any additional benefits, rights, or privileges beyond the last day worked. In some instances, state or federal laws may impose certain requirements, in addition to those stated as School policy. In any situation where insurance or other benefit plans are concerned, the official plan documents and insurance contracts will always prevail over statements contained in this Handbook.

The Board of Trustees may amend these personnel policies at any time, with a copy of any changes provided to all employees within 90 days.

Employment

Employment At Will

This Manual contains guidelines only and supersedes any prior policies, statements or manuals. This Manual does not create a contract between the School and any employee. Your employment is "at-will." This means that the employment relationship is not guaranteed for any period of time, and that either you or the School may end the employment relationship at any time without notice, cause or liability. This notice applies to all employees regardless of date of hire.

Flexibility in personnel matters is key to the school's ability to respond to the changing needs of our organization, employees, students and communities. We therefore reserve the right to change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time with or without prior notice. Any such action will apply to existing employees as well as those hired after the change is made.

Equal Opportunity Employer

The School is committed to Equal Employment Opportunity (EEO) and to compliance with federal anti-discrimination laws. The School also complies with New York State law, supports the principles of equal opportunity and diversity in employment. The School seeks to ensure that no person encounters discrimination in employment on the basis of race, color, religion, sex, national origin, age, disability, genetic information, ancestry or ethnicity, alienage or citizenship status, or any other federally protected category. In addition, School policy prohibits discrimination against an applicant for employment or internship on the basis of marital status, race, color, religion, partnership status, sexual orientation, gender identification, domestic violence victim status, arrest record, or prior criminal convictions. This commitment applies to all School employment practices including, but not limited to, hiring, termination, retention, promotion, tenure, recruitment, or compensation. Employees may discuss equal employment opportunity related questions with the Head of School or his designee.

Hiring

Upon employment by the School, all employees are required to complete financial forms and benefit applications and other forms or documents as deemed necessary by the Head of School or Director of Operations or their designee. Employment qualifications stated by an employee or prospective employee on an employment application or in related documentation may be verified, and falsification of such information may lead to the rejection of an application or to the termination of an employee.

Personnel Records and Files

Access to Employment Records

In keeping with the growing recognition of individual rights to privacy, we maintain only those records and collect only personal information that is necessary for organizational

purposes. We make every effort to maintain the confidentiality of all personal information. However, the School will cooperate with and provide access to personnel files to local, state and federal agencies in accordance with applicable law. Personnel and medical files are the property of the School and access to the information is restricted. Employees will not be allowed to view investigation records, letters of reference, or other materials in personnel files. The School will provide access and disclose such information when required by law.

It is important that your personnel records are kept updated at all times. Please promptly report any changes in the following items to the Director of Operations:

1. Legal name
2. Home address
3. Home telephone number
4. Emergency contact person
5. Dependents/beneficiaries
6. Marital status
7. Change of insurance beneficiary(s)
8. Exemptions on your W-4 tax form
9. Certification status
10. Professional licenses

Medical Records

Confidential health and medical records are not included in your personnel file. The School will safeguard such records from disclosure and will divulge only that information: (1) as allowed by law, as referenced in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or other federal or state law; (2) to the employee's personal physician upon written request of the employee; (3) as required for Workers' Compensation cases; (4) on a need-to-know basis, in connection with matters in which the employee has put his or her health or ability to perform his or her job in issue; or (5) as otherwise required by law.

Pre-Employment

Pre-employment and other background investigations are conducted in accordance with federal and state laws regarding individuals offered employment by the School.

Form I-9

The School is required to maintain employment eligibility verification on U.S. Citizenship and Immigration Services Form I-9 for each of its employees.

Anniversary Date

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

Harassment

The Policy

It is the policy of the School to prohibit harassment based on inclusion in a protected class from occurring in the workplace or at any other place where a School-sponsored event takes place. The purpose of this policy is not to regulate personal morality, or to encroach on employees' personal lives, but to demonstrate the School's commitment to maintaining a workplace environment that is free of harassment of and by its employees.

Defining Harassment

The School intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses, which might interfere with work performance. Harassment of any sort of verbal, physical or visual on the basis of a protected characteristic will not be tolerated. These characteristics include, but are not necessarily limited to, race, color, creed, religion, gender, sexual orientation, age, national origin, citizenship status, ancestry, veteran status, physical or mental disability, marital status, genetic information or any other protected status defined by law. Such conduct when severe or pervasive may also violate the law. Improper conduct may violate our policy, even if it is not as severe or pervasive as to be illegal.

Harassment that violates this policy may take many different forms including, but not limited to:

- Any conduct that creates a hostile environment or that embarrasses or humiliates another individual;
- Verbal conduct, such as epithets, derogatory comments, slurs or unwelcome comments or jokes;
- Visual conduct, such as derogatory posters, photographs, pictures, e-mails, screensavers, cartoons, drawings or gestures;
- Physical conduct, such as assault, blocking normal movement, restraint, touching or physical interference with work;
- Threats or demands to submit to certain non-work related actions in order to keep or get a job, to avoid some other loss or as a condition of receipt of job benefits, job security or promotion; and
- Retaliation for having reported harassment or discrimination, or having assisted another employee in reporting harassment or discrimination.

Any employee, who feels that he or she has been the subject of harassment in violation of this policy, whether by a co-worker, supervisor, board trustee, agent, contractor, guest or vendor of the School, must immediately report this action to the Head of School.

Sexual Harassment

Sexual harassment, like any other form of harassment, will not be tolerated at the School. Unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature constitute harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or a condition of employment;
- Submission to, or rejection of, such conduct is used as the basis for employment decisions; or
- Such conduct has the tendency, purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment refers to behavior: (1) that is not welcome; (2) that is, or would be, offensive to a person of reasonable sensitivity and sensibilities; (3) that fails to respect the rights of another; and (4) that unreasonably interferes with an employee's work performance and effectiveness or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking," "teasing" or "playful." Such conduct may be equally offensive to an individual as any other type of harassment.

Specific forms of behavior that are considered to be sexual harassment in violation of School policy include, but are not limited to, the following:

1. Verbal
 - Explicit or implicit threats of retribution, or promises of benefits, in return for sexual favors.
 - Abusive language related to an employee's sex, including, but not limited to, sexual innuendoes, slurs, suggestive, derogatory or insulting comments or sounds, whistling, jokes of a sexual nature or concerning gender-specific traits, sexual propositions, and threats.
 - Use of demeaning or offensive words when referring to an individual's gender.
 - Demands for sexual favors or sexually-oriented comments about an employee's body or appearance, sexual habits, sexual preference or sexual desirability.
2. Visual
 - Abusive written language, including e-mails, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries or obscene gestures in the workplace.
3. Physical Contact
 - Any sexual advance involving physical contact that is not welcome, including touching, petting, pinching, massaging, coerced sexual intercourse, assault or persistent brushing up against a person's body.

Harassment in any form or for any reason is forbidden. This includes harassment by administrators, certified and support personnel, students, vendors and other individuals in

School or at School related events. In addition, retaliation against any individual who has brought harassment or other inappropriate behavior to the attention of the Organization or who has cooperated in an investigation of a complaint under this policy is unlawful and will not be tolerated by the Organization.

Any employee, who feels that he or she has been the subject of harassment in violation of this policy, whether by a co-worker, supervisor, board trustee, agent, contractor, guest or vendor of the School, must immediately report this action to his or her supervisor. Persons who engage in harassment or retaliation may be subject to disciplinary action. The School will take steps to remedy effects of discrimination where appropriate.

Formal Complaint Procedure

The School has worked with the Board of Trustees to develop this Formal Complaint Procedure.

a. Complaint Procedure and Investigation

If an employee believes that he or she has been harassed or retaliated against by any School employee, student, vendor, client, or other school contact, the employee should immediately report the incident to the Head of School. If the Head of School is unavailable, the employee should report the incident to the Director of Operations. If the Head of School or Director of Operations is involved in the reported conduct, or if for any reason the employee feels uncomfortable about making a report, the employee should report the incident directly to the Chair of the Board of Trustees of the School.

b. Timeliness in Reporting Harassment

The School encourages the prompt reporting of any potential violations of this policy, so that it can take appropriate steps to maintain a workplace free of harassment, and retaliation, and to ensure that its procedures are effective in promoting this goal. While no fixed reporting period has been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of sexual or other forms of harassment.

c. Investigation and Protection Against Retaliation

The School, or in the case of a report involving the Head of School, the Board of Trustees, will investigate any report of discrimination or harassment. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge.

All employees have a duty to cooperate in the School's investigation of alleged discrimination or harassment. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, up to and including termination of employment.

If an investigation confirms that harassment has occurred, the Head of School, or, in the case of harassment involving the Head of School, the Board of Trustees, shall

take appropriate disciplinary action up to and including the termination of the offending employee.

The School will not retaliate, nor will it tolerate retaliation, against employees who complain in good faith about harassment. Retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of harassment is a serious violation of this policy and will be treated with the same strict discipline, as would harassment itself. Acts of retaliation should be reported immediately and will be promptly investigated. The School will take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

d. Confidentiality

Confidentiality will be maintained to the extent practical and appropriate under the circumstances. The School will maintain confidential records of all complaints and how each was investigated and resolved.

e. False and Malicious Accusations

False and malicious accusations of harassment as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action, up to and including termination of employment.

The School will retain on a strictly confidential basis for a period of seven years (or otherwise as required under the School's record retention policies in effect from time to time) all records relating to any complaint and to the investigation and resolution thereof. All such records are confidential to the School and such records will be considered privileged and confidential.

Outside Employment

The School hopes that employees will not find it necessary to seek additional outside employment. We do not permit employees to take outside jobs, which create, in the sole discretion of the School, a conflict of interest. This includes working independently if it competes in any way with the School. If you are unsure what jobs may constitute a conflict of interest, please contact the Head of School. Employees may not conduct outside work while at the School or on school time and may not use school property, equipment or facilities in connection with outside work.

Commencement of Employment

Upon employment by the School, all employees are required to complete any and all necessary financial forms and benefit applications as deemed necessary by the School. Employment qualifications as stated by an employee or prospective employee on an employment application or related information may be verified, and falsification of such information may jeopardize an employee's standing with the School or a prospective employee's likelihood of being hired.

Background Check Process

All job applicants may be subject to general background checks for credit and criminal records and all credit checks shall be conducted strictly under the requirements of the Fair Credit Reporting Act. Applicants for managerial positions shall undergo credential verification.

The purpose of the background check is to keep students safe. Therefore, we need to understand if there is something in any potential staff member's background that puts our students at risk. In addition to an initial background check, the School requires the disclosure of convictions during employment. See section on employee arrests.

Employment Types

Administrative

Administrators are employees responsible for the management of the operations of the school. These employees are required to work the Board approved administrative calendar. Administrative employees may include (but are not limited to): Executive Directors, Head of Schools, and Assistant Principals.

Instructional

Instructional employees are hired to work total workdays in accordance with the Board approved academic calendar including annual pre-service professional development. Compensation for instructional employees is based on the amount of days they are expected to work in accordance with the school academic calendar. These employees' salary is annualized and paid over a twelve-month period, also known as "annualized compensation." For the purpose of this employment type, the employee's annualized salary is stretched over twenty-four pay periods in order to receive income during the summer recess and throughout the in-school breaks as stated on the academic calendar.

Instructional employees may include (but are not limited to): Achievement Coaches, Teachers, Teaching Assistants, Speech and Language Pathologists, and other individuals who have responsibility for assisting children to learn. Exclusions include part-time, temporary and substitute teachers.

Non-Instructional

Non-instructional employees' job duties do not identify specific, regular instructional duties relating to students. Typical non-instructional positions include: Director of Operations, Business Managers, Office Coordinators, Operations Assistants, clerical, technical, and other operations-related positions. These employees are required to work the Board approved administrative calendar. Lunch aides are required to work the board approved academic calendar.

Independent Contractor

An Independent Contractor is a person, business, or corporation that provides goods or services to the school under terms specified in a contract. An independent contractor is not considered an employee of the school. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax. Classification of independent contractors or employee depends on the facts in each case. For more information, contact the Director of Operations.

Position Classifications

At hiring, each employee is classified as one of the following:

- Regular or temporary;
- Full-time or part-time; and
- Exempt or non-exempt.

Regular Employment

Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" employees. Such employees may be full or part-time, exempt or non-exempt.

Temporary Employment

From time to time, the School may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Temporary employees are not eligible for paid holidays, paid leave or any other benefit to which employees with regular status are entitled during the time spent as a temporary employee.

Normally, a temporary position will not exceed six (6) months in duration, and a temporary employee does not become a regular employee by virtue of being employed longer than the agreed-upon specified period. Summer employees, interns and seasonal employees are also considered temporary employees.

Full-time Employees

Full-time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work 30 or more hours per week. Full-time employees are

eligible for the School's benefit programs, subject to the terms, conditions, and limitations of each benefit program, and for paid PTO and vacation time.

Part-time Employees

Part-time employees are those who are not in a temporary or probationary status and who are scheduled to work at least 20 hours but less than 40 hours per week. Part-time employees are not eligible for benefits or leave accruals as stated in this manual, with the following exceptions:

- All employees have workers' compensation coverage.
- In accordance with applicable requirements under NYC's Paid Sick Leave Act
- Time off work without pay for a part-time employee may be granted at the sole discretion of the Head of School or his/her designee.

Exempt Employees

Personnel employed in executive, administrative, professional or certain computer-related capacities are generally exempt from the provisions of the Fair Labor Standards Act. The School's policy regarding salary payments to exempt employees is set forth below.

1. All employees classified as "exempt" from overtime must be paid on a salary basis (except professional employees paid on a fee basis and exempt computer professionals). This means that the employee must be paid, on a semi-monthly or less frequent basis, a predetermined amount constituting all or part of the employee's compensation, which amount is not subject to reduction because of variations in the quantity or quality of work performed. Except as provided below and in accordance with Department of Labor regulations, an exempt employee will receive the full salary for any week in which the employee performs any work, without regard to the number of days or hours worked. The School prohibits deductions from the salary of exempt employees for absences occasioned by the School or by the operating requirements of the School or that are otherwise prohibited by Department of Labor regulations regarding payment of exempt employees on a salary basis.
2. The following is a summary of the exceptions to the prohibitions against deductions from pay in the salary basis requirement:
 - a. Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability.
 - b. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability if the deduction is made in accordance with a bona fide School plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. For example, deductions from pay for one or more full days may be made if an employee has exhausted his or her sick time allowance.
 - c. Deductions cannot be made for absences due to jury duty, attendance as a witness or temporary military leave. However, the School may offset any

amounts received by an employee as jury fees, witness fees or military pay against the salary due for that particular week.

- d. Deductions from pay may be imposed for penalties imposed in good faith for infractions of safety rules of major significance.
- e. Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules, such as, but not limited to, a violation of the School's Anti-Harassment Policy or policy against Sexual Harassment.
- f. Prorated salary may be paid in an employee's first or last week of employment.

Complaint Procedure: Any exempt employee who believes that an improper deduction has been made from his or her pay shall first bring the matter to the attention of the Director of Operations who shall attempt to resolve the matter with the employee on the basis of this policy. The Director of Operations, either alone or in consultation with legal counsel, shall determine whether the deduction violates the prohibition against deductions from the wages of exempt salaried employees and communicate the decision to the employee in writing no later than two weeks after the initial complaint by the employee. If the deduction is determined to be inappropriate, the employee will be reimbursed by the next regularly scheduled payday.

Non-Exempt Employees

Non-exempt employees (those employees who are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) are paid according to the number of hours actually worked per week and receive overtime pay at time and one-half for hours worked beyond a 40-hour week in accordance with the law. All non-exempt employees are required to use the school's timekeeping system to track their attendance time showing their daily hours worked. The following points should be considered in filling out time records:

- Employees are required to record working hours upon start time, time out for lunch, time in after lunch, any breaks taken (including start and end times), quitting time and total hours worked of each workday.
- Employees' time records should be reviewed and approved by the employee on a schedule provided by the Head of School.
- Non-exempt employees may not incur overtime without the specific written permission of the Head of School or Director of Operations.
- Non-exempt employees will be compensated for attendance at lectures, meetings and training programs if school leadership requests such attendance.

Phasing-Out and Elimination of Positions

From time-to-time, it may be necessary to phase-out or eliminate certain positions previously established within the School.

Payment Schedule

Our payroll workweek begins Sunday and ends on Saturday.

Staff members are paid Semi-Monthly. There are twenty-four (24) pay periods each year and contributions for benefits are allocated across twenty-four paychecks. Staff members who begin employment in the middle of a pay period will be paid on a prorated basis from the first day they work.

Part-time employees are only paid for time worked. Your supervisor or the Director of Operations will distribute paychecks. If you choose to have your paycheck directly deposited into a bank account, electronic pay statements will be available on a per pay period basis.

Changes will be made and announced in advance whenever School holidays or closings interfere with the normal pay schedule.

Salary Advances

Salary payments in advance of any normal pay period are not allowed under any circumstances.

Wage Garnishment

The School complies with any and all court orders, the Consumer Credit Protection Act, and any other applicable laws or orders with regards to wage garnishments and/or wage attachments. On receipt of a court order, the School will notify the employee immediately, begin withholding the specified portion of the employee's wages, and provide the employee a copy of the order.

Policies for Errors in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made for any reason, including, but not limited to, an overpayment or underpayment, please contact the Schools' Director of Operations immediately. Paycheck errors of less than \$200.00 (overpayment or underpayment) will be corrected on the next regularly scheduled payroll period. Paycheck errors over \$200.00 will be handled on an individual basis depending on the circumstances.

Entitlement Pay

If at any point during the school year an instructional employee separates for any reason, an entitlement pay will be completed in order to reconcile the employee's compensation for the academic year. The intent of this provision is to align the percentage of the annual working days actually worked by the instructional employee with the percentage of the employee's annual salary actually received by the employee. The employee's final paycheck will include the balance of monies owed to the employee in accordance with the school academic calendar. However, in the event that the calculation results in the employee owing money to the school, the employee will be required to repay any overpayment that has been made to them. Pursuant to Section 103 of the New York Labor Law, refusal to

repay any outstanding balance due will not result in disciplinary or retaliatory action by the school; however, if the employee does not repay these amounts the school would be within its legal rights to file a legal claim to recover the owed funds.

For information regarding the calculation of entitlement pay, please contact the Director of Operations.

Final Pay

The School will pay employees who resign or whose employment is terminated through their last day of employment, unless they are on an unpaid leave of absence.

All employees who resign or are terminated are required to complete end-of-year tasks required by Head of School or Director of Operations or their designee, such as collecting and returning student books, returning supplies and curricular materials, submitting assessments of students and curricula, cleaning classrooms, saving all school-related work on the School's server, and submitting laptops, laptop power cords, cell phones, cell phone cords, phone and computer passwords, and room, desk, and file cabinet keys.

Work Days and Work Week

All employees are required to work according to a schedule determined by the Head of School. Additionally, instructional employees are expected to work such hours that ensure the timely start of the school day, an orderly process for ending the school day, and sufficient interaction with other instructional staff and administrators to help support the educational mission of the School. Employees are not permitted to engage in any personal endeavor during the workday, except during designated break times, unless in the case of urgent necessity.

Lunch Hours

Each full-time employee and part-time employee working more than 6 hours per day may select to take either a half hour or full hour lunch without pay as approved and scheduled by the Head of School or Director of Operations. For day shift staff, lunch hours may be taken from 11:00 to 2:00 p.m. For staff starting at 3:00 p.m. or later, lunch hour shall be taken between 6:00 and 8:00 p.m. the Head of School may approve a different lunch hour for employees who work split shifts.

Time Off Benefits

School Calendar and Holiday Leave

Each year the Board of Trustees, following consultation with school administration, will establish a School Calendar showing the days on which the School will be closed during the following school year and the days on which classes will not be in session but on which employees are required to report for work. The School Calendar should be consulted for all dates on which the School is closed.

Paid Time Off (“PTO”)

The School provides eligible full-time employees with six (6) days paid time off (“PTO”) from work during each fiscal year. PTO may be taken for any reason, including illness and other personal time away from work. You must request PTO at least 7 (seven) days in advance from the Head of School or Director of Operations.

Unscheduled PTO may be taken only for an employee’s own illness or injury, or that of the employee’s family. For the purposes of this paragraph, “family” is defined as an employee’s child, spouse, domestic partner or parent, or the child or parent of an employee’s spouse or domestic partner. Notice of absence from work due to illness should be provided to the Head of School and Director of Operations by 6:00 a.m. on the day of absence, if possible, or as soon thereafter as is reasonable, so there is enough time to find a substitute teacher, in the case of instructional staff, or temporary help, in the case of administrative staff. Certification by your health care provider is required for absences due to your illness or injury of four or more consecutive workdays.

An employee who is hired after the start of the fiscal year will be entitled to a pro-rated number of PTO days. Employees may accumulate PTO from year to year up to a maximum of nine. An employee who is terminated or who resigns is not entitled to compensation for any unused PTO days.

Vacation Days

Instructional Employees

Regular full-time instructional employees are paid for days when the School is closed, as shown on the School Calendar, but are not otherwise entitled to paid vacation time.

Administrative Employees

Regular full-time administrative employees are entitled to three weeks (15 days) paid vacation during each fiscal year. Administrative employees may take vacation days with the prior written consent of the Head of School or Director of Operations. Except in exceptional circumstance, administrative employees will not be permitted to take vacation when classes are in session as shown on the School Calendar. An employee who is hired after the start of the fiscal year will be entitled to a pro-rated number of vacation days. Unused vacation days may not be carried over after the end of the fiscal year. An employee

who is terminated or who resigns is not entitled to compensation for any unused vacation days.

Part-Time, Temporary and Hourly Employees

Part-time, temporary, and hourly employees are not entitled to paid vacation time.

Blackout Days

Due to the nature of this business, there are peak times when it is imperative that all staff must be available for work and may be required to work a longer work schedule. The following dates have been designated as “blackout dates.”

- The first two weeks of school
- New York State English Language Arts exam
- New York State Mathematics exam
- The last two weeks of school

General Leave with or without Pay

General Leave with or without pay may be granted at the discretion of the Head of School.

Religious Observance

An employee may take off time for religious holidays with the permission of the Head of School or Director of Operations. Such time off must either be covered by a PTO or vacation day or taken without pay.

Bereavement

Bereavement leave is available if the School has employed an employee continuously for 90 days or more. If an employee suffers the loss of an immediate family member, the employee will be entitled to paid bereavement leave for up to five (5) consecutive days. At the discretion of the Head of School, the employee may be granted additional time with or without pay or may use earned unused personal days for additional bereavement leave. The employee should notify his or her supervisor as soon as possible, telling the supervisor the reason for and expected length of absence. For the purposes of this paragraph “immediate family member” means the employee’s spouse, domestic partner, parent, stepparent, child, stepchild, sibling, grandparent, grandchild, or any other person as defined by the Head of School.

Military Duty

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued paid vacation and/or personal days for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions defined by the applicable law, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like sonority, status or pay that the employee is qualified to return.

For additional information, please refer to the United Services Employment and Reemployment Rights Act:

http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf

Continuation of Benefits

During a military leave of 30 days or less, an employee is entitled to group health plan coverage under the same conditions as if the employee had continued to work. For military leave of 31 days or more, an employee may elect to continue his/her health coverage for up to 24 months of ununiformed service, but may be required to pay all or part of the premium for the continuation coverage.

Weather Days and Other Closures

The School will close due to inclement weather or other conditions whenever the New York City Department of Education closes all of its schools. Any classroom days lost to closure due to inclement weather or other reasons may be made up by adding an equal number of days during or at the end of the school year.

Any employee who was on a previously approved leave day during a declared emergency shall not be charged leave for the emergency period.

Jury Duty

Full-time regular employees who are called for and report to jury duty will be paid their regular rate of pay. Any non-travel allowance that an employee may receive in connection with serving jury duty is to be reimbursed to the School during the time period that the employee is receiving compensation from the School.

An employee must provide the Director of Operations with written notification of the jury duty obligation as soon as possible (preferably the next business day or within 48 hours of receiving jury summons) following his or her receipt of notice. At the end of jury duty, employees must provide certification of having served jury duty and the amount of money that was received in connection with such service, if any.

Employees who have the option to serve “on call” are required to do so and to report to work if they are not called for the day.

Employees must report to work when excused or dismissed from jury duty.

Leave To Appear as Victim or Witness in a Criminal Proceeding

An eligible employee may take time off from work, without pay, for any of the following reasons:

- To comply with a subpoena to testify in a criminal proceeding (including time off to consult with the district attorney);
- To give a statement at a sentencing proceeding;
- To give a victim impact statement at a pre-sentencing proceeding; or
- To give a statement at a parole board hearing.

Leave Eligibility

An employee is eligible for time off under this policy if he or she is:

- The victim of the crime at issue in the proceedings;
- The victim's next of kin;
- The victim's representative, if the victim is deceased as a result of the offense;
- A "Good Samaritan;" or
- Pursuing an application or the enforcement of an order of protection, as provided under relevant law.

For purpose of this policy, a "Good Samaritan" is someone who acts in good faith to apprehend a person who has committed a crime in his or her presence, to prevent a crime or an attempted crime from occurring, or to aid a law enforcement officer in effecting an arrest. A victim's representative is a person who represents or stands in the place of another person, including, but not limited to, an agent, attorney, guardian, conservator, executor, heir or parent of a minor.

Notice and Certification

An employee must notify his or her supervisor of the need to take a leave under this policy no later than the day before the absence. In addition, the employee must provide the supervisor with verification of his or her service upon request.

The School will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

Leave for Victims of Domestic Violence, Sex Offenses or Stalking

An eligible employee may take reasonable time off from work, without pay, if they are a victim of acts of violence.

Leave Eligibility

An employee is eligible for time off under this policy if he or she is:

- The victim of domestic violence;
- The victim of sexual assault or
- The victim of stalking

For purpose of this policy, “Acts or threats of violence” shall include, but not limited to, acts, which would constitute violations of the penal law. A “victim of domestic violence” shall mean a person who has been subjected to acts or threats of violence, not including acts of self-defense, committed by a current or former spouse of the victim, by a person with whom the victims shares a child in common, by a person who is cohabiting with the victim.

Notice and Certification

An employee must notify his or her supervisor of the need reasonable accommodation under this policy no later than the day before the absence. In addition, the employee must provide the supervisor with certification that the employee is a victim of domestic violence, sex offenses or stalking. Certification to be provided should be documentation from an agency, an attorney, a volunteer of a victim services organization or a medical or other professional service provider, from whom the employee or employees’ family member has sought assistance in addressing domestic violence, sex offenses or stalking and the effects of the violence of stalking; a police or court record, or other corroborating evidence.

The School will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy.

Parental Leave

An employee is eligible for parental leave if the employee has worked at the School as a full-time permanent employee for at least twelve months. Upon the birth or acceptance of a child for adoption or foster care, an employee is eligible for a maximum of four paid weeks of leave.

An eligible employee who gives birth must apply for and receive short-term disability coverage. During this paid disability leave, an employee may receive weekly benefits from the short-term disability plan of 60% of weekly earnings up to the maximum amount offered under the plan. The employee will be liable for all taxes on this amount. If the employee has completed 12 months or more of employment with the school, the school will supplement the employee’s salary so they receive the equivalent of 100% of pay during the first four weeks of short-term disability.

Parental leave taken during FMLA leave will count toward the twelve-week allotment of FMLA leave and will run concurrently with any short-term disability leave.

For purposes of determining the amount of paid parental leave used by an employee, the fact that a holiday may occur within the week taken as parental leave has no effect; the week is counted as a week of childcare leave. However, during extended office closings where employees generally are not expected to report for work for one or more weeks), the days the activities have ceased will count against the employee’s parental leave entitlement but not against their FMLA entitlement.

- Written Request - A written request for Parental Leave must be submitted within a reasonable time prior to the anticipated birth or adoption. The employee should inform the School of the expected duration of the leave so that the School may plan around the absence efficiently. If an employee needs additional leave because of medical concerns relating to a parent or the child such may be granted at the sole discretion of the Head of School.

Benefits While on Leave

While an employee is away from work on an approved parental leave he or she continues to participate in the School's employee benefit programs. During unpaid leave, in lieu of a payroll deduction for payment of health benefits, the employee must write a check to the School (due the first day of each month during the leave) to cover his or her health insurance premium. Please note that during unpaid leave, retirement contributions cease since there is no payroll and hence, no payroll deduction. Employees may choose to temporarily increase their retirement contributions (in accordance with all applicable rules) before or after an unpaid leave to cover this period.

Family and Medical Leave

The federal Family and Medical Leave Act of 1993 (“FMLA”) entitles employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Employees eligible are entitled to twelve (12) workweeks of leave in any twelve (12) month period for:

- The birth and care of a newborn child (“Bonding Leave”);
- The placement of a child with the employee for adoption or foster care and for bonding with the newly-placed child (“Bonding Leave”);
- To care for an immediate family member (spouse, child or parent) with a serious health condition (“Family Care Leave”);
- When the employee is unable to perform the essential functions of his or her job due to the employee’s own serious health condition (“Serious Health Condition Leave”);
- any “qualifying exigency” for military operations arising out of the fact that the employee’s spouse, child or parent is on active duty or has been notified of an impending call or order to active duty in the US National Guard or Reserves in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Exigency Leave”); or
- twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member who is a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”)
- employee’s to address certain qualifying exigencies due to the employees’ spouse, child or parent being on covered active duty or call to covered active duty status (“Military Family Leave”)

If you have any questions about family and medical leave coverage under federal or state law or about your eligibility for coverage, please contact the Director of Operations.

Scope

This policy is applicable to all requests for family and medical leaves of absence under the FMLA.

Eligibility

To be eligible for FMLA leave and benefits, an employee:

- Must be employed and work at a worksite within 75 miles of which the school employees at least 50 people;
- must have worked for the School for at least twelve (12) months (which need not be consecutive) prior to the date on which his or her leave is to begin; must have worked at least 1,250 hours during the previous twelve (12) months preceding the leave;

- Full-time employees of an elementary or secondary School or other educational establishment are presumed to meet the 1,250 hours requirement. However, this presumption is rebuttable. The determination of whether an employee has worked 1,250 hours in the past twelve (12) months must be made as of the date that the FMLA leave is to start, not the date when the leave is requested

Length of FMLA Leave

An eligible employee may take up to a maximum of twelve (12) workweeks of unpaid leave in a “rolling” twelve-month period measured backward from the date that the employee’s FMLA leave begins, when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; (4) Military Exigency Leave; and/or (5) Military Family Leave.

In the event that both spouses are employed by the School, their rights under this policy will be limited to a combined leave totaling twelve (12) weeks in any twelve-month period if the leave is taken for the birth and care of a newborn child, the adoption of a child or the placement of a child in foster care. FMLA leaves for the birth, adoption, or foster care placement of a child must be concluded within twelve (12) months of the birth, adoption or placement.

The maximum amount of FMLA leave available for an employee who needs to take Military Caregiver or Military Family Leave will be a combined leave total of twenty-six workweeks in a single twelve-month period. A “single twelve-month period” begins on the date of the employee’s first use of such leave and ends twelve (12) months after that date.

If both spouses work for the School and are eligible for leave under this policy, the spouses will be limited to a total of twenty-six workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave.

To the extent required by law, some extensions to FMLA leave may be granted when the leave is necessitated by an employee’s work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Advance Notice

An employee requesting a leave pursuant to the FMLA must submit a written leave request to the Head of School at least thirty days before the date that the leave is expected to begin. The School recognizes that unexpected emergencies can arise where it is not possible to provide thirty days’ notice of the intended leave. In such situations, employees are expected to provide as much advance notice as possible. Employees may be required to explain why they provided less than thirty days’ notice of the need for foreseeable leave. If an employee fails to give timely advance notice with no reasonable excuse when thirty

days' notice is required for foreseeable leave, the School may delay FMLA coverage until thirty days after the employee provides notice. The employee must provide sufficient information to enable the School to determine if the leave is FMLA-qualifying and must advise the School of the anticipated timing and duration of the leave. If the employee fails to respond to the School's reasonable inquiries for additional information, the leave may be denied.

Medical Certification

In cases where an employee is requesting a medical leave because of the employee's own serious health condition or that of a spouse, child or parent, the School will require the employee to submit a written medical certification from a healthcare provider verifying the need for the leave. The employee must provide a complete and sufficient certification within fifteen calendar days after the Schools' request, unless it is not practicable despite the employee's diligent, good faith efforts. The failure to provide the required medical certification within the time allotted may result in the denial of the FMLA leave. If a certification is incomplete or insufficient, the Director of Operations will notify the employee in writing of what information is necessary to complete the medical certification and provide the employee with at least seven calendar days to furnish the additional information. Failure to cure the deficiencies identified by the Director of Operations may result in the denial of the FMLA leave. After providing the employee seven days to cure any deficiencies in the certification, the Director of Operations still has questions about the information provided, the Director of Operations may contact the employee's healthcare provider directly to clarify or authenticate the medical certification. The Director of Operations may contact the employee's healthcare provider using human resources professionals, but will not use the employee's direct supervisor.

The School, at its own expense, may require the employee to receive a second opinion from a healthcare provider designated and approved by the School. If this opinion conflicts with the first opinion, the School, again at its own expense, may request a third opinion from a healthcare provider mutually agreed upon by both the School and the employee. The third opinion will be binding on both parties.

If an employee's request for leave is for a qualifying exigency, the employee will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military. The employee will also be required to complete a Certification of Qualifying Exigency form. If the request is for Military Caregiver Leave, the employee must provide a certification from a Department of Defense (DOD) healthcare provider, a Department of Veteran Affairs healthcare provider, a DOD TRICARE network authorized private healthcare provider or a DOD non-network TRICARE authorized private healthcare provider.

During the employee's leave, the employee may also be required to provide the School with additional physicians' statements at regular intervals, upon request from the School,

attesting to the employee's or family member's continued serious health condition and inability to work.

Substitution of Paid Leave

An employee may use all of his or her accrued sick leave benefits, in lieu of unpaid leave and have such paid time off be counted toward his or her twelve-week FMLA leave entitlement. After an employee has exhausted all of his or her paid time off benefits, the remainder of his or her twelve-week FMLA leave period, if any, will be unpaid. The substitution of paid time off benefits for FMLA leave does not extend the duration of FMLA leave to which an employee is entitled beyond twelve (12) workweeks in a twelve-month period.

Status of Benefits While on Leave

While an employee is on family or medical leave pursuant to the FMLA, he or she will continue to be covered under the health insurance plan in effect at the time that his or her leave began to the same extent and under the same terms and conditions as would apply had he or she not taken leave. The employee must continue to pay whatever employee portion of the premium costs is normally required. If paid leave is used for any portion of the family or medical leave, employee premiums will be deducted from the leave payments in accordance with the practice applicable to an employee not on leave.

During any period of unpaid FMLA leave, in lieu of a payroll deduction for payment of health benefits, the employee will write a check made payable to the School (due the first day of each month following their leave) to cover their portion of the health insurance premium. Failure to timely remit this payment will result in cancellation of coverage. Please note that during unpaid leave, retirement contributions will cease since there will be no payroll and hence, no payroll deduction. Employees may choose to temporarily increase their retirement contributions (in accordance with all applicable rules) before or after their unpaid leave to cover this period.

Intermittent and Reduced Schedule Leave

FMLA leave for an employee's own serious health condition or for the serious health condition of the employee's spouse, parent or child may be taken intermittently or on a reduced schedule basis when medically necessary.

If the need for intermittent leave is based on planned medical treatment, the employee is required to consult with his or her supervisor or the Director of Operations to make a reasonable attempt to schedule the treatment in a manner that does not unduly disrupt the School or School's operations.

When an employee requests an intermittent leave or reduced schedule leave, the School reserves the right to temporarily transfer the employee, where possible, to an alternative position that better accommodates the employee's leave schedule. The position to which

the employee is transferred will be equivalent in pay and benefits to the one that the employee held prior to the transfer.

Leave During School Closings

For purposes of determining the amount of FMLA leave used by an employee, the fact that a holiday may occur within a week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, during extended School closings where the School's activities have temporarily ceased and employees generally are not expected to report for work for one or more weeks (e.g., winter vacation, summer vacation), the days the School is closed do not count against the employee's FMLA leave entitlement. The extended School closings policy shall not apply to employees who work year-round on an administrative schedule.

Reporting in While on Leave

During a FMLA leave, an employee is expected to maintain periodic contact with his or her supervisor, the Head of School and/or the Director of Operations to advise them of his or her progress and anticipated return-to-work date. Approximately two weeks prior to the anticipated end of the employee's leave period, the employee is expected to notify his or her supervisor, the Head of School and/or the Director of Operations of his or her expected return-to-work date.

Instructional Employees

Special FMLA rules apply to employees who work in an instructional capacity. Instructional employees may be required to continue their FMLA leave until the end of the semester under the following circumstances:

If the leave is scheduled to begin more than five weeks prior to the end of the semester, and (i) the leave will last at least three weeks and (ii) the employee's scheduled return to work would occur within the three-week period of the end of the semester;

If the leave is scheduled to begin within five weeks prior to the end of the semester, and (i) the leave will last for more than two weeks, and (ii) the employee's scheduled return to work would occur within the two-week period of the end of the semester (this does not apply to medical leave for the employee's own serious health condition); or

If the leave is scheduled to begin within three weeks prior to the end of the semester and the leave will last more than five working days (this does not apply to medical leave for the employee's own serious health condition).

An instructional employee who needs intermittent leave or leave on a reduced schedule to care for a family member or for the employee's own serious health condition is subject to special rules when the employee would be on leave for more than twenty percent (20%) of the number of working days over the period that the leave would extend. These special

rules include being required to take leave for periods of a particular duration or to transfer temporarily to an alternative, equivalent position that better accommodates the leave.

Return to Work Certification

All employees taking medical leave to care for their own serious health condition will be required to submit a fitness-for-duty certification signed by their healthcare provider before returning to work, stating that the employee is able to resume his or her position. The certification must address specifically the employee's ability to perform the essential functions of his or her job. The failure to provide an appropriate fitness-for-duty certification will delay the employee's ability to return to work. If an employee never provides such a certification, he or she may be denied reinstatement.

Restoration of Position and Benefits

During the leave, all existing accrued benefits will be retained. An employee on family or medical leave is not entitled to the accrual of any seniority or employment benefits (i.e. holidays) during any period of leave, except as expressly stated herein or as otherwise required by law.

At the conclusion of an employee's family or medical leave, the employee will be restored to the same or an equivalent job with equivalent pay unless the following conditions apply:

- The total FMLA-related absences from work exceed twelve (12) weeks:
- The employee would not otherwise have been employed at the time reinstatement is requested:
- The employee cannot perform the essential functions of the job at the conclusion of FMLA leave with or without reasonable accommodation:
- The employee advises the School of his or her intent not to return to work:
- The employee fraudulently obtained leave: or
- The employee is a key employee as defined under the FMLA, whose reinstatement would cause substantial and grievous economic injury to the operations of the School.

If the employee's position is not available, the employee will be placed in a position that is equivalent in pay, benefits and other terms and conditions of employment to the employee's prior position.

Failure of the employee either to return to work or to notify the School of his or her inability to return to work at the end of his or her family or medical leave under the FMLA will be considered a voluntary resignation.

Restoration to work can be delayed if the employee fails to provide a fitness-for-duty certificate to return to work, if the FMLA leave was occasioned by the employee's own serious health condition.

Miscellaneous

The FMLA does not affect any state or local law that provides greater family or medical leave rights. Please contact the Executive Officer with any questions concerning individual state laws.

Unless state law requires otherwise, FMLA leave is integrated with, not in addition to, time off due to a worker's compensation injury or disability.

Explanation of Terms

“Covered Active Duty” means 1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with Armed Forces to a foreign country; and 2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“Covered service member” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness Incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or 2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

A **“serious injury or illness”** is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

“Immediate family member” under the FMLA means the employee's spouse (including employees in legal same-sex marriages), child or parent. For purposes of the School's FMLA policy, “immediate family member” will also include the employee's domestic partner, stepparent, stepchild, or any other person as defined by the Executive Officer or their designee.

“Key Employee” under the FMLA a key employee is a salaried, eligible employee who is among the highest paid ten percent of all employees of the School. Under the FMLA, the School may refuse to reinstate a key employee on a FMLA leave if it determines that the

denial of reinstatement is necessary to prevent substantial and grievous economic injury to the operations of the School.

“Qualifying exigency” includes:

- Issues arising from a covered military member’s short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new School or day care facility, and attending certain meetings at a School or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member’s absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member’s active duty status, and addressing issues arising from the death of a covered military member; or
- Any other event that the employee and the School agree is a qualifying exigency.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend School, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:

- a. A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - Treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity);
 - One treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy);
- b. Any period of incapacity related to pregnancy or for prenatal care a visit to the health care provider is not necessary for each absence;
- c. Any period of incapacity or treatment for a chronic serious health condition, which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence;
- d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; only supervision by a health care provider is required, rather than active treatment;
- e. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

Benefits

The School is committed to sponsoring a comprehensive benefits program for all eligible regular employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain you will agree that the benefits program offered represents a very large investment by the School.

All full-time, regular staff members will receive the insurance and other benefits offered by the School. Eligibility, coverage, deductibles and carriers of such benefits are subject to modification or termination at any time at the sole discretion of the School or the respective insurance carriers. These benefits may be modified or discontinued at the sole discretion of the School at any time.

Updated benefits information can always be found in the Benefits Guide or on the Little Bird website. More detailed descriptions of the benefits provided can be found in the respective summary plan descriptions. For more information, please contact the Director of Operations or the Little Bird HR Department at hrsupport@littlebird.hr.

Benefits are only available to full-time regular employees who are regularly scheduled to work a minimum of thirty (30) hours per week. Part-time employees and temporary employees and employees who are regularly scheduled to work less than thirty hours per week are not eligible to receive the benefits. Part-time and temporary employees become eligible to receive benefits once the employee has worked an average of thirty hours or more per week within a continual 12-month period.

401(k) Plan

The School offers a 401(k) plan to all full-time, salaried employees of the School. Part-time employees who are scheduled to work at least 20 hours a week are also eligible. The plan allows participants to contribute to the retirement plan on a pre-tax basis, on a pre-arranged schedule. The amount of an individual's total contribution in a calendar year is subject to provider rules and laws governing 401(k) plans. Employees may allocate their contributions among several investment choices offered through the provider depending on their own investing needs and goals. The School will match 100% of employee contributions up to 3% of annual salary.

Workers' Compensation Insurance

Injuries resulting from accidents that occur while performing official duties on behalf of the School are covered by workers' compensation insurance. Any employee who suffers an injury as a result of such an accident must file a report with the Director of Operations or his or her designee as soon as possible. Such employee is responsible for filing any other necessary forms, applications, or other information as required by applicable government policies.

Disability Insurance

Employees may be eligible for paid disability leave through the School's short-term and long-term disability insurance plans. Employees seeking additional information about disability benefits should contact the Director of Operations or the Little Bird HR Department at hrsupport@littlebird.hr.

Continuance of Health Insurance under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, and New York State law if an employee terminates employment with the School, the employee is entitled to continue participating in the School's group health plan for a prescribed period of time, usually 18 months. In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents. COBRA coverage is not extended to employees terminated for gross misconduct.

Former employees have the right to continue group benefits under COBRA. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare. Former employees and dependents who are eligible for COBRA will receive information on their right to elect coverage.

For detailed information or questions on COBRA, please contact the Director of Operations or the Little Bird HR Department at hrsupport@littlebird.hr.

Unemployment Compensation

The School is responsible for Unemployment Compensation as required by the reimbursement provisions for not-for-profit organizations in the State of New York.

Evaluation and Problem Solving Procedures

Performance/Job Requirements and Evaluations

The School firmly believes in accountability and assessment. The School's open classroom door policy and approach to professional observation and evaluation reflect this belief. At the School, inquiry, feedback, observation, self-assessment, and external assessment occur frequently for instructional staff with one goal—to improve the quality of instruction, in accordance with the School's standards for instruction, and fulfill the school's mission. Instructional staff should expect frequent classroom visitors. The Head of School and other School leaders will be a regular presence in classrooms to observe instruction, provide feedback, and help teachers refine their practice. The School also encourages teachers to request observations for specific activities and/or times when they desire additional feedback or analysis.

Both instructional and administrative employees will receive formal written evaluations at least once a year or more often. The Head of School will determine the frequency and method of evaluations. The supervisor of the employee will conduct the evaluation.

Problem-Solving Procedures

Any employee wishing to complain formally about a procedure, action, or directive of another employee or supervisor should notify his or her supervisor or the Head of School at the employee's discretion, as soon as possible after such procedure, action, or directive has occurred. The Head of School or his designee shall be the investigator and arbiter of all such grievances. In the event that the complaint involves a procedure, action, or directive of the Head of School, or in the event that the complaint is not resolved to the employee's satisfaction, the employee may file a written complaint with the School's Board of Trustees.

Code Of Conduct

Confidentiality

The confidentiality of student records is governed by the specific provisions of the Family Educational Rights and Privacy Act (FERPA). The School has adopted a FERPA compliance policy and employees are required to familiarize themselves with this policy. Employees should also be aware that the confidentiality of medical information is governed by the Health Insurance Portability and Accountability Act.

Employees of the School shall not, in any way, release any information about the School, its activities, its students or the activities of its personnel except as normally required by their duties, expressly authorized by the Head of School in advance and in writing, or required by law.

No employee shall publish, disclose, use or authorize anyone else to publish, disclose, use, or in any way cause to be published, disclosed, or used any private or proprietary information which such employee may in any way acquire, learn, develop, or create by reason of employment with this school, unless otherwise provided by the Head of School or required by law. Any document or other material containing such information is required to be returned to the Head of School upon an employee's termination or resignation.

This policy reiterates our need for confidentiality in all aspects of employment. While employed at the School, employees may learn or work with and be entrusted with confidential and/or privileged information about fellow employees, administrations, school parents, students or applicants. Employees must exercise the highest degree of care not to disclose any such information, even inadvertently, to any unauthorized person in or outside of the School. .

Confidential information includes, but is not limited to, the following examples:

- Student records
- Financial information
- Personnel records
- Payroll records
- Computer programs, codes, processes and passwords
- Personal information regarding school parents and students

If an employee believes confidential information must be disclosed to a third party, he or she should consult with the Head of School prior to the disclosure. Failure to follow this policy will result in disciplinary action, up to and including termination of employment.

An employee's obligations under this policy continue after his or her termination of employment. Upon termination of employment, all confidential information in the employee's possession must be returned to the School.

Nothing herein shall be deemed to limit an employee's right under the law including, without limitation, an employee's right to discuss the terms and conditions of his or her employment with colleagues or management or to provide information to any government agency in accordance with law.

Media and Public Relations

Employees may not respond to inquiries from the media on any subject matter. Calls responding to a press release should be forwarded to the Head of School. General questions of School services may be directed to the Head of School. Inquiries regarding any incident or other news report should be referred to the Head of School.

Ban on Acceptance of Gifts

In accordance with the School's Conflict of Interest Policy, no employee of the School is permitted to directly or indirectly, solicit any gift, or accept or receive any gift having a value of \$75 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 or could reasonably be expected to influence him/her in the performance of his/her official duties, or was intended as a reward for any official action on his/her part. Offers of gifts in excess of \$75, even when refused, must be communicated immediately by the employee receiving such an offer to the Head of School or Director of Operations.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts received from students and parents as a show of gratitude should in no way impact or influence your responsibilities as a professional and decision making.

Unauthorized Absence

An employee who is absent for a period of at least three days without notifying the Head of School will be considered to have resigned, with such resignation effective on the initial date of absence. The Head of School will make the determination whether an absence is unauthorized in his sole discretion.

Nepotism

While the School may hire and retain relatives of employees, it will not do so if it determines that hiring or retaining a relative may or does create problems of supervision, security, or conflicts of interest. Relatives will not be permitted to work in a direct supervisory or reporting relationship.

Romantic or Sexual Relationships

Romantic or sexual relationships can cause various problems, including interference with the work operations, job performance, and accusations of favoritism or disparity.

For this reason all employees are discouraged from entering into and should endeavor to refrain from dating or engaging in relationships of a “romantic” nature with a co-worker or supervisor. If a romantic or sexual relationship between a supervisor and employee should develop, the supervisor must promptly disclose the existence of the relationship to the Head of School who will inform others with a need to know of the existence of the relationship and will take whatever other steps he or she decides are appropriate including assigning an employee involved to another supervisor. Failure to disclose the existence of the relationship, in accordance with this policy, may lead to discipline up to and including termination of employment.

Dress, Appearance and Personal Hygiene Policy

Employees serve as models for students of successful and serious professionals and should always demonstrate that through their appearance and actions. Employees are expected to present a neat, professional appearance at all times. For men, this means a dress shirt, dress pants, and a tie. For women, this means business casual. Enforcement of this policy is the responsibility of the School Administrative team. The School reserves the right to change, extend, revise, revoke or continue this policy at its discretion. This policy is intended to read with any other specific dress code policies that are published. Any requests for assistance in administering or interpreting this dress code policy should be directed to the Director of Operations or his or her designee.

Guidelines for personal hygiene, grooming and attire are outlined below. Employees are expected to meet hygiene requirements during regular school day for the duration of their employment.

Hygiene

- Maintain personal cleanliness by bathing daily.
- Oral hygiene (brushing of teeth) required.
- Clean body and minimized body odors.
- Use deodorant / anti-perspirant to minimize body odors.
- No heavily scented perfumes, colognes and lotions.
- Neat and well-groomed hair, sideburns, mustaches and beards. No artificial colors that would be considered “extreme” and outside of the norm.
- Moderate make-up.
- Clean and trimmed fingernails ($\frac{1}{4}$ inch long or less).
- Wash hands after eating, or using the restrooms.

Grooming

- Clothing must be clean, pressed, in good condition and fit appropriately.
- Clothing must not interfere with the safe operation of equipment.
- No dark glasses (unless prescribed by a physician).

- Limited jewelry and no dangling or large-hoop jewelry that might create a safety hazard to self or students.
- Body piercing must be limited to three per ear. Other visible body piercing is unacceptable, unless demanded by religion/culture.
- Tattoos that are perceived as offensive, hostile or diminish the effectiveness of the employee as a role model for our students must not be visible to students and staff.

Neat and Well-Groomed - During working hours, employees should appear neat and professional at all times. Employees are expected to be suitably attired and well groomed, and to ensure that their clothing is clean, ironed, and not torn, ripped or stained. Clothing which may be entirely acceptable in casual settings or for social activities may be inappropriate for a professional who is expected to establish an atmosphere conducive to learning and respect.

Guidelines for the academic day (unless teaching Physical Education) include:

Appropriate Attire for Men:

- Slacks
- Oxford shirt with a collar
- Tie
- Sweaters beneath which collars and ties are visible
- Belt
- Dress shoes

Inappropriate Attire for Men:

- Jeans, sweatpants, work pants, athletic attire or shorts (unless teaching PE or Enrichment)
- Tee-shirts, rugby shirts, shirts without collars, sweatshirts, sweaters beneath which collars and ties are not visible, shirts that are not tucked in
- Sneakers, work boots, sandals, flip flops, moccasins
- Inordinately revealing, tight, or potentially suggestive clothing

Appropriate Attire for Women:

- Dress pants, appropriate length dresses or skirts
- Blouses, dress shirts, and sweaters
- Dress shoes

Inappropriate Attire for Women:

- Jeans, sweatpants, work pants, athletic attire or shorts, and leggings (unless teaching PE or Enrichment)
- Tee-shirts, tube tops and tank tops (sleeveless dress shirts are appropriate)
- Sweatshirts
- Low-cut blouses or sweaters
- Sneakers, work boots, flip flops, moccasins
- Inordinately revealing, tight, or potentially suggestive clothing (e.g., shirts that reveal the midriff)

Violations of these guidelines may subject employees to disciplinary action, up to and including termination of employment. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work dressed and groomed in an appropriate manner.

Substance Abuse

The School has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers, and the students we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the School, the following substance abuse policy.

Employees are prohibited from reporting to work or working while using alcohol or illegal or unauthorized drugs or while under the influence of drugs that adversely affect the employee's ability to safely and efficiently perform the employee's job duties and/or provide any work restrictions. In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs and alcohol in the workplace including: on school paid time, on school premises, in school vehicles, or while engaged in school activities. Employees are also prohibited from consuming alcohol during working hours, or when it could affect the employee's job performance.

Employment or continued employment with the School is conditional upon the employee's full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action up to and including termination. Furthermore, any employee who violates this policy or who voluntarily seeks assistance may be required, in connection with, or in lieu of disciplinary actions, to participate in and successfully complete a school-approved drug and/or alcohol assistance or rehabilitation program as a condition of continued employment. The School assures that any information concerning an individual's drug and/or alcohol use will remain confidential to the extent possible. The School reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of school-issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the School has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Use of Tobacco

Employees may not use tobacco products on school grounds or at school events. Any violation of this policy may result in disciplinary action. Furthermore, any employee who violates this policy or who voluntarily seeks assistance may be required, in connection with, or in lieu of disciplinary actions, to participate in and successfully complete a school approved tobacco cessation program as a condition of continued employment.

Standards of Conduct

Each employee has an obligation to observe and follow the School's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of the School, corrective disciplinary measures will be taken. Disciplinary action may include a verbal warning, written warning, suspension, or termination. The appropriate disciplinary action to be imposed will be determined by the Head of School. The School does not guarantee that one form of action will necessarily precede another. The following may result in disciplinary action, up to and including discharge:

- Violation of the School's policies, procedures, or safety rules;
- Use of corporal punishment;
- Insubordination;
- Excessive lateness or absences; leaving work before the end of a workday or not being ready to work at the start of a workday without approval of the Head of School; stopping work before time specified for such purposes.
- Violating the confidentiality policy or agreement; giving confidential or proprietary School information to other organizations or to unauthorized School employees; working for an entity that creates a conflict of interest; breach of confidentiality of personnel information.
- Dishonesty; falsification or misrepresentation on your application for employment, other work records, or status of teacher certification; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the School; alteration of School records or other School documents.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Violating the confidentiality policy or agreement; giving confidential or proprietary School information to other organizations or to unauthorized School employees; working for an entity that creates a conflict of interest; breach of confidentiality of personnel information.
- Unauthorized possession, use or sale of alcohol or controlled substances on work premises or during work hours;
- Unauthorized possession, use or sale of weapons, firearms or explosives on work premises;
- Poor performance;
- Failure to report child abuse;
- Intoxication;
- Theft or dishonesty;
- Misuse of technology;
- Fighting;
- Abusive or foul language;
- Physical harassment, sexual harassment or disrespect toward a student, fellow employee, visitor, vendor, or other member of the public;

- Any other conduct deemed inappropriate by the Head of School

These are examples of prohibited conduct and are not comprehensive. . We emphasize that disciplinary decisions will be based on an assessment of all relevant factors.

Employee Arrest

Any person employed by the Neighborhood Charter School of Harlem who has been arrested and charged with a felony, misdemeanor or violation must notify the Head of School in writing within three days (3) following arrest and provide a copy of the criminal court complaint. Notification to a supervisor alone does not satisfy this reporting requirement. Failure to properly notify the Head of School may result in disciplinary action, including termination. Upon notification of an arrest, the Neighborhood Charter School of Harlem may investigate the matter and take disciplinary action when appropriate for the best interest of the School.

Additionally, the School will receive any updates about arrests or convictions from state and federal authorities. If a conviction is reported or discovered, the School must investigate and determine whether termination is appropriate.

Social Media Policy

It is important that the School have sound practices in place to handle situations involving social media, and create a culture of security among employees and students. Emerging online collaboration platforms are fundamentally changing the way Schools and individuals communicate, and this policy is designed to offer practical guidance for safe, responsible, constructive communications via social media channels for employees and students.

The same principles and guidelines that apply to the activities of employees and students in general, as found in the Code of Conduct, apply to employee and student activities in social media channels and any other form of online publishing.

The School fully respects the legal rights of our employees and students. Yet, it is important to weigh free speech and privacy rights against inappropriate communications via social media. Activities in or outside of work or School that affect your job or student performance, the performance of others, or the School's interests are a proper focus for School policy.

Guiding Principals

1. Teachers and other employees are banned from posting photographs of students or listing students as “friends” or “followers” on Social Media Channels and Tweeting or Retweeting to or about students through Social Media Channels. All Social Media Disclosures by employees regarding students on Social Media Channels are prohibited. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a student who is a member or participant in the same civic, social, recreational, or religious organization.
2. Only a teacher, coach, or staff member who has an academic relationship with students may communicate with students through text messaging and the subject of the text messaging must be solely for academic purpose. In the event the subject of the text messages goes beyond academic purposes, employees are required to notify the Head of School.
3. Only those authorized personnel can use social media to speak on behalf of the School, although employees may use social media and Social Media Channels to speak for themselves individually.
4. When you see misrepresentations made about the School by media, analysts, bloggers or other social media users, you may certainly use your blog, social networking account, or someone else's to point that out. But you may only do so if you follow the terms of this policy.
5. Employees shall not communicate with any student between the hours of 10:00 p.m. and 5:00 a.m., except in the case of an emergency.

6. Upon request from administration, an employee will provide the phone number(s), social network site(s) via External and Internal Social Media Channels, or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
7. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through Social Media Channels, whether by email, text messaging, instant messaging, or any other form of one-to-one communication.
8. Employees must refrain from online postings that may have a negative effect on the employee's professional relationships with parents, staff and other members of the school community, including students.

Personal Use of Social Media

As role models for the students, employees are responsible for their public conduct even when they are not acting as School employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for maintaining privacy settings appropriate to the content.

Online Posting Policy

The School expects all employees to practice high standards of professionalism and personal ethics when utilizing social networking (e.g., Facebook, Twitter, YouTube etc.) or other publicly available (e.g., non-password-protected web-based photo album, personal blog, etc.) websites. Employees are required to follow the guiding principles of the School's Social Media Policy. The School reserves the right to fully investigate any report of an inappropriate online posting.

Computer, Email, and Internet Usage

All School-provided equipment and services, including computers, cell phones, fax machines, copiers, email, and internet access are intended solely for School-related purposes and for use by the School employees. Employees of the School shall not use the School equipment or services to transmit, retrieve, reproduce, or store any communications of a defamatory, discriminatory, or harassing nature or materials that are of an obscene or offensive nature. Employees shall not use the School equipment or services to transmit messages with derogatory or inflammatory remarks about an individual or violate the School's policies or procedures.

The School offers Internet access to its staff. The primary purpose of providing access to the Internet is to support the School's educational mission. The School expects that the staff will use this access in a manner consistent with this purpose. Users of the School's Internet service assume full responsibility for any costs, liabilities, or damages arising from the way they choose to use their access to the Internet.

Internet messages are public communication and are not private. All communications including text and images may be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. Network administrators may review communications to maintain integrity system-wide and ensure that users are using the system responsibly. The School reserves the right to deny, revoke or suspend specific user privileges and/or to take other disciplinary action, up to and including dismissal for violations of this policy.

School Property

Copyrights

Copyrights, trademarks, patents or other intellectual property created by an employee during and in connection with his or her employment remain the property of the School. The Board of Trustees may, in its sole discretion, compensate an employee who has created intellectual property from which the School benefits.

No Expectation of Privacy

The Electronic Resources are made available to employees of the School solely to assist them in the performance of their job responsibilities. Users, therefore, should not and do not have an expectation of privacy in anything they create, store, send or receive on or with the School's Electronic Resources. The computer system, phone system and related hardware and software should be used solely for business purposes, except as otherwise expressly stated in this Policy. All school equipment, systems, and files (including personal and deleted) are subject to search and monitoring. By using the School's Electronic Resources, Users expressly waive any right of privacy in anything they create, store, send or receive on the computer system, phone system, over the Internet or any other computer network or with any other Electronic Resources provided by the School.

Prohibited Uses

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate may not be sent by e-mail or other forms of electronic communication (such as IM, newsgroups, chat groups, web browsers or blogs) or accessed, displayed or stored on School computers. Employees encountering or receiving this kind of material should immediately report the incident to the Head of School or Director of Operations.

Electronic Resources must be used in a manner that does not violate the Family Education Rights and Privacy Act that the School is bound to follow

Responsibilities for Passwords

Users are responsible for safeguarding their passwords for access to any Electronic Resources. Individual passwords should not be printed, stored online or given to others. Users are responsible for all transactions made using their passwords. No User is permitted to access any Electronic Resources with another User's password or account.

The use of passwords to gain access to Electronic Resources or to encode particular files or messages does not imply that Users have an expectation of privacy in the material that they create, transmit or receive on these Electronic Resources.

Security

Users may not attempt to circumvent the School's or Little Bird' data protection measures or to uncover security loopholes or bugs. Users may not gain or attempt to gain unauthorized access to restricted areas or files on the computer system. Users should not tamper with any software protections or restrictions placed on computer applications, files or directories. Users who engage in this type of activity may be subject to immediate termination.

Portable Storage Devices

Portable storage devices (i.e., flash drives, zip drives, iPods or other storage devices) can be used for business purposes only and under the following conditions. Documents stored on a portable storage device should be copies of documents that exist in other locations on the School's network. Nothing should exist solely on a portable storage device.

Social security numbers, pay data and other confidential personnel information, health records (or any information that would violate HIPAA), student records and/or trade secrets or other confidential information relating to the School must never be transported or saved on a portable storage device.

If you lose a portable storage device containing School or Little Bird information, you should notify your supervisor immediately.

Virus Detection

Viruses can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure that he or she does not introduce viruses to the network. To that end, all material received on flash drives, downloaded from the Internet or from computers or networks that do not belong to the School must be scanned for viruses and other destructive programs before being placed onto the computer system.

To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to the School or Little Bird network must do so through an approved internet firewall.

Encryption Software

Users may not install or use encryption software on any computers provided by the School without first obtaining written permission from the School or the IT Department. Users may not use passwords or encryption keys that are unknown to the School or the IT Department.

Email

As with all other School Electronic Resources, the e-mail systems, including the software, servers, work stations, School supplied smart phones or other portable devices, and all e-mail accounts maintained on the School's systems are the sole property of the School and are provided solely for the purpose of conducting School-related business. The School retains the right to access, monitor, intercept, review and copy any and all e-mail messages

composed, transmitted, received or stored with or on School Electronic Resources and a User's use of School Electronic Resources constitutes consent to such. Users, therefore, have no expectation of any right of privacy in their use of the School's e-mail systems.

Users must understand that e-mail access is provided for the purpose of increasing productivity and not for non-business-related activities. That means that the School expects you to use your e-mail account primarily for business-related purposes, i.e., to communicate with co-workers, and parents, to research relevant topics and to obtain useful information relevant to your work at the School. Excessive use of e-mail for personal purposes or personal usage that interferes with the performance of your work or the work of other employees may subject you to discipline, up to and including termination.

Prohibited Uses

Below are some examples of the uses that are prohibited under the e-mail usage policy. This is not intended to be an exhaustive list and employees are asked to use their best judgment when using the School's e-mail services. Users shall not use the School's e-mail services to create, view, save, receive or send material related to the following:

- Creating, exchanging, sending, or storing offensive, sexually explicit, profane or obscene messages of any kind, including, but not limited to, pornographic material.
- Creating, exchanging, sending, or storing e-mail that promotes discrimination or may be harassing or offensive on the basis of race, gender, national origin, age, marital status, sexual orientation, religion, disability or any other category protected by law.
- Creating, exchanging, sending, or storing e-mail that contains a threatening or violent message or is intimidating or defamatory.
- Creating, exchanging, sending, or storing e-mail that is fraudulent.
- Exchanging proprietary information, trade secrets or other confidential information, including, but not limited to, confidential student or personnel information, to anyone not affiliated with the School or Little Bird or with employees who do not have the authority or need to see or receive such information.
- Creating, forwarding or exchanging SPAM, chain letters, solicitations or advertising.
- Users may not, under any circumstances, use "spoofing" or other means to disguise their identities in sending e-mail or other electronic communication via bulletin boards, newsgroups or chat groups. Without express permission of their supervisors, Users may not send unsolicited ("spamming") e-mails to persons with whom they do not have a prior relationship or bona fide business purpose.
- Altering a message from another user without their permission.
- Improperly using someone else's e-mail account as your own.
- Opening e-mail from an unknown source without performing a virus scan.
- Creating, exchanging, sending, or storing e-mail containing material protected under copyright laws.

- Forwarding your School e-mail to your personal internet account (e.g., Yahoo or Hotmail) for usage outside of the School. E-mail can be accessed via the School's webmail account and can be forwarded to authorized users.

Use and Care of Equipment

The School believes strongly in providing staff with all of the tools that are needed to succeed. For employees, this means that the School will equip employees with a computer, a desk and other materials, as the School deems necessary. All School property including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines and vehicles is provided for School business use. All materials and equipment provided to the employee by the School are intended for School-related use only and are the property of the School. Except for items clearly intended for staff to use off-premises such as laptop computers and cell phones, all the School's equipment, materials, and supplies should never leave the School's premises for employee use without the permission of the Head of School or his/her designee.

Employees who were given School-provided cell phones may use the phone for personal calls outside school hours, subject to the policies set out above. Employees are restricted to 1,000 cell phone minutes per month, 2GB data usage, and unlimited text messaging, except as decided by the Head of School. Any employee who exceeds the allocated number of minutes may be required to reimburse the school for any additional expense incurred. An employee who repeatedly exceeds the limit will be subject to discipline.

The School reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of retrieving or protecting its property, for determining whether any policy of the School has been violated, when an inspection and investigation is necessary to promote safety in the workplace or compliance with state and federal laws, or for any other legitimate business interest. These inspections may be conducted during or after business hours and in the presence or absence of the employee. By using the School's property, users expressly waive any right of privacy in anything they create, store, send, receive or maintain in School property, including, but not limited to, desks, storage areas, work areas, lockers, and file cabinets, facsimile and duplicating machines, vehicles and Electronic Resources.

Employees have no right of privacy as to any information or files maintained in or on the School's property or transmitted through the School networks. For purposes of inspecting, investigating or searching employees' files or documents, the School may override any applicable passwords, codes or locks in accordance with the best interests of the School, its employees, students, guests or visitors. All bills and other documentation related to the use of the School's equipment or property are the property of the School and may be reviewed and used for purposes that the School considers appropriate.

It is understood that accidents happen, but employees are encouraged to take the best possible care of all the School's property. Whenever equipment or materials are damaged or malfunction, employees should notify the Director of Operations or his/her designee immediately so that the School can address the problem quickly. All items and services purchased through the School remain the property of the School. The School may request that staff members return a piece of equipment or submit a piece of equipment for inspection.

If an employee loses or damages school property (i.e., school computer, iPad/tablet, cell phone, etc.) he or she may responsible for 50% of the replacement cost.

Employees may not use the School's postage meters and fax machines for personal use.

Purchases and Reimbursements

Generally

During the school year, employees must purchase supplies, materials, services, and equipment through the School's normal procedures unless it is not reasonably possible to do so. The School has established relationships with different vendors and often enjoys access to discounts, special rates, and purchasing plans. To request purchases, employees should fill out a Purchase Request Form and submit it to the Operations Associate.

The School will reimburse employees for expenses incurred on behalf of the school if the following conditions are met:

1. Receive approval from the Director of Operations in advance;
2. Secure a receipt or invoice that clearly indicates purchased items and costs;
3. Secure proof of payment;
4. Complete an Expense Reimbursement Form/Check Request Form and submit it to the Operations Associate along with original receipts.

NCSH is a tax-exempt organization; therefore, we will not reimburse employees for taxes paid for expenses incurred on behalf of the school. Employees will be provided with a copy of the school's Tax Exempt Letter, which should be presented at the time of purchase.

The final decision on whether to reimburse an employee for any such expenses is vested with the Head of School or his designee.

Travel

Employees are eligible for reimbursement from the School for expenses incurred while in travel status on official business for the School. To be eligible for travel reimbursement, employees must have transportation, lodging, and meal-spending limits approved in advance by the Director of Operations. All requests for travel reimbursement must be submitted on a form provided by the Director of Operations for such purpose and be accompanied by proof of expenditures and payments. The final decision on whether to reimburse an employee for any such expenses is vested with the Head of School or his designee. In every case, the means of transportation which is least expensive to the School and which is in the interest of efficiency, with proper consideration of circumstances, should be used.

The following items are reimbursable:

- Reasonable charges for lodging, including reasonable tips, based upon submission of a hotel bill receipt;
- Meal expenses, including reasonable tips, not to exceed the meal allowance guideline, based upon submitted receipts;
- Reasonable charges for ground transportation, including airport transfers, with appropriate receipts; and

- Work-related telephone, e-mail, and fax charges, with appropriate receipts and itemization.

Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as valet service, entertainment, laundry service, excessive tipping, high-priced dining, etc.

Meal Reimbursements

For travel of 24 hours or more, the following are the allowances for the first day and each subsequent travel day except for the last day:

- When travel starts prior to 9:00 AM, the employee is entitled to breakfast, lunch and dinner.
- When travel starts between 9:00 AM and 1:00 PM, the employee is entitled to lunch and dinner.
- When travel starts after 1:00 PM, the employee is entitled to dinner.

For travel of 24 hours or more, the following are the allowances for the last day:

- When travel ends before 12:00 PM, the employee is entitled to breakfast.
- When travel ends between 12:00 PM and 5:00 PM, the employee is entitled to breakfast and lunch.
- When travel ends after 5:00 PM, the employee is entitled to breakfast, lunch and dinner.

For travel less than 24 hours in duration, the following apply:

- When travel starts before 7:45 AM and ends before 2:00pm the employee is entitled to breakfast
- When travel starts before 7:45AM and ends after 2:00pm, the employee is entitled to breakfast and lunch.
- When travel starts after 11:00 AM and ends before 5:00 pm, the employee is entitled to lunch.
- If an employee is traveling after 5:00 PM he or she is entitled to dinner

Meal allowances are \$10 for breakfast, \$15 for lunch, and \$25 for dinner. The School will not reimburse employees for any snack purchases or other food items purchased outside of breakfast, lunch and dinner. Meal reimbursements shall only be for actual meal expenses, including tips, in accordance with the meal allowances stated in this paragraph. The rates only apply when the meals are not included in the rate charged for lodging or otherwise included in a registration or conference fee.

Mileage and Other Travel Expenses

Employees who travel to a temporary assignment are eligible for reimbursement of their travel expenses either from their home to the assignment or from work to their assignment, whichever is less. Mileage reported shall be on actual odometer readings of the vehicle. Mileage is reimbursed according to the IRS standard mileage rate for businesses. Parking and tolls are also reimbursable, providing that the traveler submits proper

receipts. No reimbursement shall be made for traffic violations such as parking, speeding, etc.

Reimbursement Claims

All reimbursement claims, with the exception of mileage, must include original receipts. Mileage claims must include odometer readings. Meals will only be reimbursed with receipts, to a maximum of the meal allowance, including tip. If the meal costs more than the allowance, the balance will not be reimbursable.

Personal Telephone Calls

Employees shall not charge personal long-distance telephone calls to the School, unless the Director of Operations or their designee makes an exception. Employees should use the school provided cell phone or school office phones to make all business calls.

School Credit Cards

Any employee who is authorized by the Head of School to use a school credit card is not allowed to charge personal expenses of any kind on the card. Employees are liable for the costs of any unauthorized or personal expenses that are billed to the School.

Anti-Discrimination Policy

It is the policy of the School to employ and promote individuals qualified and/or trainable for positions by virtue of job-related standards of education, experience, and ability. Thus, it is the policy of the School that all actions which relate to employment including recruitment, hiring, training, education, promotion, transfer, termination, compensation, benefits, School sponsored social and recreational activities, and use of School facilities, shall be administered without regard to race, religion, gender, national origin, age, sexual orientation, handicap, ancestry, or status as a veteran.

The School shall comply with the Americans with Disabilities Act of 1990 and shall not knowingly discriminate against individuals with disabilities. The School will make adjustments to reasonably accommodate employees with disabilities to the extent required by law. Any grievance regarding discrimination shall be handled through the Equal Employment Opportunity Commission officer (or designee) of the School. The Director of Operations has been designated as the EEOC officer. The complainant should contact the EEOC officer or, if the complaint is against the Director of Operations, the Head of School, who will provide information and assistance on filing and pursuing the complaint.

It is against the School's policy for anyone within the School to intentionally:

- Discriminate against anyone in a legally protected class in the recruitment, hiring, training, compensation, benefits, promotion, transfer termination, lay-off, reduction in workforce, or any other terms or conditions of employment;
- Make any comments, display or distribute any materials that constitute unlawful harassment based on an individual's membership in a legally protected class; or
- Deny a person any service, other program benefits, or financial aid based on the individual's legally protected classification.

Any employee who has become aware of violations of this provision has the affirmative obligation to report the conduct to his or her immediate supervisor, or if the supervisor is implicated, in the conduct, to the EEOC officer or the Head of School.

Safety and Security

Health and Safety

The health and safety of employees and others on School property are of critical concern to the School. We strive to attain the highest possible level of safety in all activities and operations. The School intends to comply with all health and safety laws applicable to School operations, and to adhere to the School's safety plan and related policies.

To this end, the School must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to the Head of School or Director of Operations immediately even if you believe that you have corrected the problem. If you suspect a concealed danger is present on the School's premises or in a product, facility, piece of equipment, process or business practice for which the School is responsible, you should immediately bring it to the attention of the Head of School or Director of Operations. The School should arrange for the correction of any unsafe condition or concealed danger immediately.

Periodically, the School may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact the Head of School or Director of Operations for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated and may result in disciplinary action, up to and including termination.

Any student, teacher or staff member injury, accident or illness must be reported to the Head of School or Director of Operations as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Security

You should be alert at all times and should report the presence of any suspicious persons to the Head of School, Director of Operations and/or security personnel immediately. You should also maintain in your possession at all times your keys, computer, security passes and identification badge(s). Do not lend these items to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes and any other security access information must not be disclosed to anyone who is not authorized to have that information.

Policy Against Workplace Violence

The School seeks to provide a safe workplace for employees and to provide a comfortable and secure atmosphere. The School expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any person or property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on the School's premises or while engaged in the School's activities may be subject to immediate discharge.

Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the School's premises, regardless of the relationship between the employee and the parties involved.
- All threats or acts of violence occurring off the School's premises by someone acting as a representative of the School.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening to harm an individual or his/her family, friends, associates, or property.
- Intentional destruction of, or threatening to destroy, School property.
- Making harassing or threatening phone calls, sending threatening, or harassing emails.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or use of firearms or weapons in the workplace or while engaged in School business.

School employees share the responsibility to identify and bring a stop to threatening or violent behavior. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this threat or act to the Head of School or Director of Operations or their designee. Employees must assume that any threat is serious. All reports will be carefully investigated and employee confidentiality will be maintained to the fullest extent possible, taking into consideration the need to address the substance of the report.

It is the intent of the School to provide a safe and secure workplace for employees, students and visitors. The School expressly forbids the possession of firearms while on the School's property or while engaged in the School's business. The School has "zero tolerance" for possession of any type of weapon, firearm, explosive, or ammunition.

The possession of firearms on the School's property or while engaged in the School's business may be cause for discipline. In enforcing this policy, the School reserves the right to request inspections of any employee and their personal effects. Any employee who

refuses to allow inspection will be subject to the same disciplinary action as being found in possession of firearms.

An employee who witnesses or suspects another individual of violating this policy should immediately report this information to the Head of School, Director of Operations, or their designee.

In order to ensure the safety and welfare of employees, and other people on the School's property, the School reserves the right, on reasonable suspicion that the School policy is being violated, to conduct searches or inspections of employees and their desks, personal effects, lockers, packages, purses, baggage, and any other property located on the School's premises. Entry on the School's premises by an employee constitutes consent to searches or inspections.

Weapons

The School believes that it is important to establish a clear policy that addresses weapons in the workplace. Specifically, the School prohibits all persons who enter School property from carrying a handgun, firearm, knife, chemical, explosive or detonating device or other weapon of any kind regardless of whether the person is licensed to carry the weapon.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by the School to carry a weapon on School property. Any employee who violates this policy will be subject to disciplinary action, up to and including immediate termination.

Mandatory Abuse Incident Reporting Policy

This Mandatory Abuse Incident Reporting Policy is designed to ensure that all members of the school, report any allegations or reasonable suspicion of any incidents of sexual or physical abuse against students or neglect of students, including abuse and neglect that may take place within students' homes

All staff members of the School are considered mandated reporters under Section 413 of the New York State Social Services Law. Mandated reporters are legally required to initiate a report under this statute's provisions when they have reasonable cause to suspect that a child is abused or maltreated. The School requires all staff members who suspect that a child is a victim of child abuse, maltreatment or neglect to immediately bring the matter to the attention of the Head of School before completing all other mandatory reporting requirements.

It is also the responsibility of every staff member to report any suspected child abuse, maltreatment or neglect directly to ACS. The form to be filled can be found in the Main Office or via the website: <http://www.ocfs.state.ny.us>. The School will also submit a report to the appropriate authorities in accordance with the law. Any staff member's failure to

report suspected child abuse, maltreatment or neglect may render the School and the individual employee civilly and/or criminally liable. Reporting suspected child abuse, maltreatment or neglect in good faith will protect the reporting employee and the School from being legally liable.

New York law defines an "abused child" as a child under eighteen (18) years of age whose parent or person legally responsible for his or her care inflicts or allows to be inflicted serious physical or mental injury by other than accidental means, or commits or allows to be committed an act of sexual abuse. A "maltreated child" is any child under eighteen (18) years of age whose parent or person legally responsible for him or her fails to provide him or her with food, clothing, shelter, education, medical or surgical care, who abandons the child, who uses excessive corporal punishment, or who uses drugs or alcohol to the point where he or she loses control of his or her actions. Although New York law defines child abuse and maltreatment narrowly, the School requires employees to report suspicion of any serious physical or mental injury (other than by accidental means) or sexual abuse to the Head of School and ACS directly, regardless of who the suspected perpetrator is. In all situations involving suspected or alleged child abuse or maltreatment, the School endeavors to act in the best interests of the student and to cooperate with the appropriate authorities.

Penalties for Violation

In addition to applicable criminal or civil penalties, any employee of the School who fails to comply with this policy shall be subject to disciplinary action, up to and including termination of employment. Such discipline may also apply to such actions as requesting others to violate this policy, failing to cooperate with any child abuse investigation or retaliating against an employee for making a report of child abuse.

Employees should also be aware that if, in the judgment of the Head of School, they have engaged in abusive or inappropriate conduct directed at a student, the Head of School may report the incident to the authorities and implement disciplinary action, up to and including termination.

Corporal Punishment

Employees should not touch students, unless safety intervention is necessary to protect a child's physical well-being, or the well-being of another person. In the event of a classroom emergency in which a child needs to be physically restrained staff members should notify the Head of School or their designee to the extent possible.

Corporal punishment is prohibited by New York state law and by the School. Corporal punishment will result in immediate termination. Prohibited actions include: taking away a child's chair and requiring him or her to stand; requiring a child to sit with his or her face to the wall; requiring a child to perform a repetitive physical task such as writing the same phrase over and over; and requiring a child to affix something to her body as a symbol of bad behavior, such as tape over her mouth. Any employee who becomes aware of an

incident of corporal punishment must report that incident immediately to the Head of School.

Separation

All “at-will” employees serve at the will of the Board of Trustees and their designee. The decision to terminate an employee is vested with the School. An employee may be terminated at any time for any or no reason, with or without “cause.”

For purposes of these policies and procedures, each of the following constitutes “cause” for termination of employment:

- Violation of the School’s policies or procedures or safety rules from time to time in effect;
- Use of corporal punishment;
- Use or sale of narcotics;
- Poor performance;
- Excessive absence;
- Excessive lateness;
- Intoxication; theft or dishonesty;
- Misuse of technology;
- Fighting;
- Abusive or foul language;
- Insubordination;
- Unauthorized possession, use or sale of alcohol or controlled substances on work premises or during working hours;
- Unauthorized possession, use or sale of weapons, firearms or explosives on work premises;
- Physical or sexual harassment or demeaning conduct or attitude towards a student, an employee, a visitor, or a vendor; or
- Any other conduct deemed inappropriate by the employee’s supervisor.

These examples are not exclusive. Discharge decisions for “cause” will be based on an assessment of all relevant factors. An employee who is terminated or who resigns is not entitled to compensation for any unused vacation days.

Employees should remember that the School is free to terminate an employee's employment at any time for any reason or no reason. The behavior listed above illustrates the type of conduct that may result in disciplinary action, up to and including termination. The list is not meant to be all-inclusive, nor is it intended to limit the authority and right of the School to take whatever action it deems in its sole discretion to be appropriate. No contract of employment is created by this policy.

Resignation

The School will consider you to have voluntarily terminated your employment if you do any of the following:

- Resign

- Fail to return from an approved leave of absence on the date specified by the School, without communicating with the School regarding a legitimate need for additional leave
- Fail to report to work or call in for three (3) or more consecutive workdays.

To minimize disruption to the educational environment of our students, the School hopes and expects that you will give at least two (2) weeks' notice in the event of your resignation.

Phasing-Out and Elimination of Positions

We carefully create positions for the School. From time to time, it may be necessary to phase out or eliminate certain positions previously held established within the School.

Exit Interviews

Any employee who separates from the School will be asked to participate in an exit interview with the Head of School or Director of Operations. The exit interview is used to collect feedback about the employee's employment with the School and any other information that the employee thinks that the School should know. This feedback will help the School maintain successful policies and practices and focus on areas that need improvement.

Return of Office Materials

An employee who is terminated or who resigns must return all office keys, identification, security cards and codes, computer, cell phone, parking permit, and School-owned materials and supplies in such employee's possession to the Head of School or his/her designee. No information or copies of information, including but in no way limited to files, memos, computer-stored items, lists or other similar information, may be taken by such employee without the express written permission of the Head of School or his/her designee. Employees are prohibited from deleting any School materials or documentation from any School-owned electronic resources.

Reemployment

Depending on the circumstances, the School may consider a former employee for re-employment. Such applicants are subject to the School's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of his or her previous termination of employment with the School.

Post-Employment Inquiries

The School does not respond to oral requests for references. In the event your employment with the School is terminated, either voluntarily or involuntarily, the School will provide only dates of employment, job titles and compensation in response to a written request. Your supervisor may be able to provide a reference to potential employers only if you have completed and signed a release form.

As an employee of the School, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to your supervisor.

Unemployment Compensation

The School is responsible for Unemployment Compensation as required by the reimbursement provisions for not-for-profit organizations in the State of New York. An employee should contact their local Unemployment Insurance Division to determine eligibility for unemployment benefits.

Whistle-Blower Policy

The School requires employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the School are expected to practice honesty and integrity in fulfilling their responsibilities and are expected to comply with all applicable laws and regulations.

It is the responsibility of all employees to report violations of ethics or conduct or suspected violations in accordance with this Whistleblower Policy.

No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the School prior to seeking resolution outside the School.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

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

Certification of Receipt of Personnel Policies

I have received a copy of the School’s Employee Manual.

I acknowledge my obligation to read and understand its contents.

I understand that it is my responsibility to acquaint myself with the contents of this Manual, that this Handbook is not a contract of employment for any purpose or for any specified duration and that my employment with the School is “at-will,” meaning that either the School or I may terminate my employment at any time, with or without notice and with or without reason, unless I have a written contract signed by the Board of Trustees or their designee. I further understand that no other communication from the School shall constitute a contract of employment for any specified duration or alter the “at-will” nature of employment. I hereby agree to abide by the rules, regulations and policies of the School.

This Handbook supersedes any previous employee manuals or handbooks that may have been issued by the School.

I agree to comply with all School policies and procedures contained within this Manual.

I understand and acknowledge that I have read and am required to read and agree to comply with the School’s Anti-Harassment Policy, the School’s Policy Against Sexual Harassment and the School’s Complaint Procedure.

I understand and acknowledge that, if I have any questions concerning this Manual or do not understand any of its contents, I should contact the Little Bird Human Resources Department.

If any term or provision or portion of this Manual is declared void or unenforceable it shall be severed and the remainder of this Manual shall be enforceable.

I further understand that nothing in the Employee Manual creates or is intended to create a promise or representation of continued employment with the School, and that my employment, position, and compensation with the School are at-will, and may be changed or terminated at the will of the School. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the School has a similar right.

Employee Name (Print)

Employee Signature

Date

Employee Note: You are required to sign this form and return it to the School’s operations associate. If you are reviewing this Manual via the Internet, please print this page, sign and date it, and return it to the Director of Operations.