

# THE CHARTER HIGH SCHOOL FOR LAW AND SOCIAL JUSTICE

EXCELLENCE • CHARACTER • COURAGE • COMMITMENT



## EMPLOYEE HANDBOOK

APPROVED ON: AUGUST 2021

This Handbook supersedes all prior Handbooks and Policies distributed in previous school years.

## TABLE OF CONTENTS

<b>Welcome</b>	<b>5</b>
<b>Our School</b>	<b>6</b>
Mission Statement	6
Vision Statement	6
Core Values	6
Learning Agreements	6
<b>Labor Laws</b>	<b>9</b>
101 Nature of Employment	9
102 Equal Employment Opportunity and Non-Discrimination	9
103 Employee Referrals, Relatives, and Nepotism	9
104 Immigration Law Compliance	9
105 Accommodation of Individuals with Disabilities and Pregnancy	10
<b>Employment Status and Records</b>	<b>11</b>
201 Hiring and Compensation Practices	11
202 Employment Categories	11
203 Access to Personnel Records and Files	11
204 Privacy of Personnel Information	12
205 Changes in Personnel Data	12
206 Employment Reference Checks	12
207 Fingerprinting and Background Checks	12
208 Introductory Period	12
209 Performance Evaluations	13
<b>Time and Payroll</b>	<b>14</b>
301 Work Schedule	14
302 Time Recording Procedures	14
303 Overtime	14
304 Payroll	15
305 Deductions and Garnishments	15
306 Absences due to Weather or Emergency	15
307 Wage and Hour Policy and Complaint Procedure	15
308 Expenses	16



<b>Employee Benefits and Leave Time</b>	<b>17</b>
401 Employee Benefits	17
402 Statutory Benefits	17
403 Lactation Accommodation Policy	19
404 PTO/Sick Leave	20
405 Paid Family Leave (PFL)	21
406 Family and Medical Leave Act (FMLA)	23
407 Discretionary Benefits	28
408 Vacation Days	29
<b>Workplace Conditions and Safety</b>	<b>30</b>
501 Workplace Safety	30
502 Violence in the Workplace	30
503 Weapon-Free School Policy	31
504 Anti-Bullying and Harassment Policy	31
505 Anti-Sexual Harassment Policy	33
506 Mandatory Reporters	36
507 Visitors	36
508 Smoking Policy	37
509 Security Inspections	37
510 Employee Grievance Procedure	37
<b>Employee Conduct</b>	<b>38</b>
601 Adherence to Laws, Policies, Procedures, Rules, and Regulations	38
602 Employee Conduct and Work Rules	38
603 Confidential Information	38
604 Copyrights	38
605 Conflict of Interest	39
606 Dress Code	41
607 Cellular Phone Use Policy	41
608 Technology Usage Policy	41
609 Use of Social Media	44
610 Public Statements to Community and Media Contacts	44



611 Interaction with the Community	44
612 Outside Employment or Professional Activities	44
613 Political Activity	45
614 Drug and Alcohol Use	45
<b>Departure from the School</b>	<b>46</b>
701 Resignation	46
702 Unexcused Absence	46
703 Reduction of or Change in Workforce	46
704 Termination	46
705 Return of School Property	46
706 Arbitration	46
<b>Appendix A</b> <b>WORKPLACE SAFETY PLAN</b>	<b>49</b>
<b>Appendix B</b> <b>REPORTING GUIDELINES FOR CHILD ABUSE</b> <b>OUTSIDE THE EDUCATIONAL SETTING</b>	<b>53</b>
<b>Appendix C</b> <b>COVID-19 Policy</b>	<b>57</b>
<b>Appendix D</b> <b>Harassment Complaint Form</b>	<b>59</b>
<b>Receipt of Employee Handbook</b>	<b>61</b>



## Welcome

Welcome to the Charter High School for Law and Social Justice (the “School”)! Thank you for your decision to join our school’s enthusiastic and dedicated team. We are determined to provide scholars in the Bronx with a high-quality education and prepare them to be the next generation of change agents, and we are thrilled you feel the same. As a member of our team, we ask that you commit to the School’s mission, actively participate in the School’s success, and strive for excellence in everything you do for the School.

This Employee Handbook (the “Handbook”) is a guide to the School’s policies and practices and applies to all employees. It has been drafted to comply with all applicable laws, policies, procedures, rules, and regulations set forth by the State of New York, the City of New York, and the School’s Board of Trustees (the “Board”). As a result, nothing contained herein is intended to interfere with employee rights under any applicable law, policy, procedure, rule, or regulation of the entities mentioned above. If there is a conflict between any provision in this Handbook and currently applicable laws, policies, procedures, rules, or regulations, the conflict will be decided in favor of the law.

From time to time, the School, in its sole discretion, may modify, rescind, delete, supplement, or add to the provisions of this Handbook, with or without notice. In addition, new policies or practices may be adopted by the Board at any time. Employees are expected to be bound to these as soon as they are adopted. Every effort will be made to keep employees informed of all changes to laws, regulations, policies, and practices; however, employees should always check with the Executive Director, a Board Member, or the School’s website to ensure that a provision in the Handbook is current.

This Handbook should not be construed as and does not constitute a contract of employment or obligation on the part of the School, either express or implied, and should not be deemed as such. Further, this Handbook does not subject the School to any liability for any claim to comply with the rules, policies, or goals in the Handbook. The employment relationship between the School and its employees, unless otherwise stated in writing and signed by both the employee and the Board, is employment-at-will. It does not guarantee employment for any specific period. It may be terminated by either the employee or the School at any time and for any reason, with or without prior notice. No supervisor, manager, employee, or other representatives of the School, other than the Board, has the authority to make any promise or commitment contrary to the at-will employment relationship or enter into any agreement with an employee for employment for any specific period. If the Board enters into any such agreement, that agreement must be in writing and signed by both parties.

Please read this Handbook carefully and address any questions or comments you have directly to the Executive Director or the Board, which is responsible for interpreting and administering the School’s employment policies. We strive to ensure clarity and, therefore, we sincerely welcome your input on these policies.

Again, we are thrilled to have you join our staff and look forward to your contribution to our School’s mission, vision, and goals. With your dedication, commitment, and partnership, we know we will be able to provide our scholars, families, and the local community with a high-quality educational option.



# Our School

## Mission Statement

The Charter High School for Law and Social Justice will provide students with a comprehensive high school education and the academic and social groundwork for success in college and careers. Using a theme of law and social justice, the School will engage, inspire, and empower students, and will equip them with the academic skills to earn a Regents diploma and gain admission to the college of their choice prepared for success. The School will create a pathway for its students to law school and careers as attorneys. The path will include mentoring opportunities with law students and attorneys and partnerships with institutions of higher learning. These institutions will offer college and law school experiences to our students and share with them the academic benchmarks and habits necessary to gain entrance to college and law school.

## Vision Statement

It is our vision to ensure that our students and members of their communities realize that their realities do not have to be their destinies. Our School will educate the whole child and cultivate leaders by implementing consistent and strategic educational, social, and emotional support. Our student-centered, inquiry-based, rigorous, and engaging literacy-based curriculum will equip students with the knowledge, experience, and skills to take on the demands of the 21st Century and succeed in college and beyond. With the assistance of our partners, New York Law School and the College of Mount Saint Vincent, as well as other community organizations, we will create a school culture that encourages our students to succeed through college and beyond. Every student will take part in comprehensive, enriching college and internship programs and will receive individualized support, counseling, college exposure, and mentorship from students in institutions of higher learning.

Moreover, it is our goal to nurture our students to become critical, independent thinkers and innovators and to have the vision, ability, drive, compassion, and confidence to become agents of change. We will inspire our students to become beacons of social justice empowerment in their communities and the world at large--one thought, one dream, one plan, and one action at a time.

## Core Values

At the Charter High School for Law and Social Justice, our core values drive the work that we do. We ask that all employees, students, and families embrace these values and implement them in everything they do with and for the School.

Excellence: We put forth our best effort to achieve at high levels. We welcome guidance and support and accept that failure is feedback.

Character: Our actions and our words are aligned. We strive to be positive role models others can follow by example.

Courage: We aim to do what is right. We take pride in all our endeavors. We speak and live our truth and take responsibility for our actions.

Commitment: We follow our vision without wavering. We are willing to do what it takes to make our dreams and the dreams of others a reality.

## Learning Agreements

The School's Learning Agreements detail some of the most important responsibilities for all members of the School's community. For scholars, the Agreement provides an overview of student expectations, rules, and responsibilities, and what it means to be a successful student scholar and social change agent in our school and the local community. For parents and families, the Agreement outlines commitments to be made to support their student's achievement and growth. For Employees, the Agreement provides expectations and obligations which are necessary to establish a successful home-school partnership and to provide our students with a safe, engaging, challenging, and orderly learning environment in which they can achieve the highest levels of academic, social, and emotional success.

## Employee Agreement

1. Attendance and Punctuality: I will come to school every day on time.
2. Mission: I subscribe to the mission of the School and will work tirelessly to realize it.
3. Best Effort: I will always try my hardest and will not make excuses for myself.
4. Preparation: I will be prepared every day to take on all my responsibilities at the School.
5. Respect and Support: I will appreciate, respect, and support every member of the School, including supervisors, colleagues, students, and families.
6. Communication: I will make myself available for and will maintain open, honest, and clear communication with my supervisors, colleagues, students, and families.



7. Professionalism: I will conduct myself in a professional manner at all times and will be a model of professionalism for our students.
8. Law and Social Justice: I will actively take part in, plan, and execute "law and social justice" related events and activities both in the School and in the community.
9. Values and Rules: I will uphold the School's values and fairly and consistently enforce its rules while ensuring that the safety, interests, and the rights of all school members are protected.
10. Responsibility: I will take responsibility for myself and for the success of the School.

### **Scholar Agreement**

1. Attendance and Punctuality: I will come to school on time every day. If I must be tardy or absent, I will make-up all missed assignments. I will attend summer school if it is required of me.
2. Best Effort: My education is important to me. Learning is my job. I will always work, think, and behave in the best way I know. I will do whatever it takes to achieve. I will be the best "me" I can be at all times and will not make excuses for myself or my classmates.
3. Homework: I will finish all of my homework and reading assignments every night to the best of my ability. I will not make excuses for failing to do so. I will not watch television, play video games, or engage in any other leisure activities until all of my homework is completed each night.
4. Dress Code: I will wear my school uniform every day and make sure it is clean, complete, and in good repair.
5. Communication: I will participate in class discussions and communicate with my teachers, classmates, and school leaders clearly and appropriately. I will listen carefully and follow all directions the first time they are given. I will raise my hand to ask for help when I do not understand something or seek the help of my peers as appropriate.
6. Values and Rules: I will follow the School's rules and respect the School's values. I will protect the safety, interests, and rights of all of my classmates. If I fail to honor these commitments, including if I break the School's rules, I understand that I will lose privileges at the School and face disciplinary consequences.
7. Representation: I will always present myself, both in and outside of my school, in a manner that is professional and representative of my school's values.
8. Law and Social Justice: I understand that I am a citizen of the world. I will actively participate in events, activities, and commentary that are uplifting and supportive of my fellow citizens, my community, and the world.
9. Respect and Support: I will respect every scholar and adult in the School community by treating them the way I want to be treated.
10. Responsibility: I alone am responsible for my behavior. If I make a mistake, I will take responsibility for my actions and tell the truth. I am responsible for my success.

### **Parent/Guardian Agreement**

1. Attendance and Punctuality: I will make sure my scholar is at school every day on time. I accept responsibility for ensuring that my scholar has the necessary resources and support to get to school on time no later than 8:00 AM each day.
2. Best Effort: I will do whatever it takes for my child to learn, and I will help them, in the best way I know to succeed in school. I will not make excuses for my child's academic work or behavior.
3. Preparation: I will help my child demonstrate readiness to learn and respect for themselves and the School community by ensuring that my child has all the necessary pieces of the School Uniform. I will send my child to school in a uniform that is clean, complete, and in proper repair. If my child arrives at School without parts of their uniform, I understand that I will be expected to bring my child's uniform to School or my child will not be able to partake in School activities fully. Further, I will make sure my child can get the proper rest they need, so they are ready to learn when they arrive at School.
4. Homework: I understand that my child will have homework every night. I will check that my child has completed their homework to the best of their ability. I will provide a quiet, dedicated space for my child to study every night, with no television, video games, or distractions.
5. Daily Reading: Every night, including weekends, I will encourage my child to read, or I will read with them, for at least 45 minutes. These readings should include a variety of books, scholarly texts, newspapers, and magazines.
6. Communication: I will return phone calls from the School as soon as possible. I will provide the School with working phone numbers and will inform the School immediately if my phone number or address has changed. If I am asked to attend a meeting at the School regarding my child, I will be there. I will read all notices sent to me from the School and, if necessary, act on them promptly. I will make myself available to my child and their teachers and school leaders.
7. Parent Meetings: I will attend all parent meetings at the School or, in the event of a scheduling conflict, will notify the School and make arrangements to reschedule or acquire the information through alternate means.
8. Volunteering: I will sign up for at least two occasions or events where I will volunteer my expertise, services, or resources to the School. I will model behavior that promotes community and service.
9. Law and Social Justice: I will ensure that my scholar has the necessary resources, including time (after-school, weekends, and summers), to attend and participate in law and social justice events and community service projects. I will make sure my scholar



attends and is on time for all required events. If there is an extenuating circumstance that prevents my scholar from attending or participating fully in an event, I will communicate that to a School leader as soon as possible.

10. Values and Rules: I understand the School's values and will ensure my child upholds them. I know that my child must follow the rules to protect the safety, interests, and rights of all members of the School community. I will always support the School in its efforts to enforce high standards for behavior, citizenship, and academic learning. I know that my child will lose privileges or face disciplinary consequences, including suspension or expulsion if they violate the School's rules or fail to uphold its values.
11. Respect and Support: I will appreciate, respect, and support all scholars and faculty at the School as well as their partner organizations. I will be a model of these behaviors for my child at all times.
12. Responsibility: I will share responsibility for the success of my child with the School.





## **Labor Laws**

### **101 Nature of Employment**

The policies contained in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or to constitute a contract of employment for any period of time between the School and any of its employees. Unless otherwise stipulated, employment with the School is at-will. It is voluntarily entered into, and employees are free to resign at any time, with or without cause. Similarly, the School may terminate the employment relationship at any time, with or without cause or notice, so long as there is no violation of any applicable law, policy, procedure, rule, or regulation. The authority to enter into any promise of or commitment to employment other than at-will is the sole right of the Board. Any agreement contrary to at-will employment or for any length of time must be in writing and signed by both the Board and the employee.

This Handbook has been developed at the School's discretion, and it is the responsibility of the Board to maintain and oversee the School's policies and their implementation. Provisions may be modified, rescinded, deleted, supplemented, or added at any time at the School's sole discretion.

### **102 Equal Employment Opportunity and Non-Discrimination**

All employment decisions at the School will be made in a non-discriminatory manner and based on merit, qualifications, and abilities. The School, including all of its officers and employees, shall not discriminate against any employee or applicant for employment based on race, color, national or ethnic origin, ancestry, creed, religion, marital status, sex, age, disability, sexual orientation, veteran or military status, predisposing genetic characteristics, domestic violence victim status, or any other characteristic protected by federal, state, and local law.

All complainants and those who participate in the investigation of a complaint in conformity with the law and School policy, and who have acted reasonably and in good faith, have the right to be free from retaliation of any kind. We strongly encourage any employees with questions or concerns about any perceived discrimination in the workplace to bring these issues to the attention of their supervisor, HR, the Executive Director, or the Board.

Anyone found to be engaging in any discrimination or retaliation in violation of this policy will be subject to disciplinary action, including termination. A finding that an individual has been involved in conduct in violation of this policy may result in disciplinary action and/or filing a report with third parties in the manner that School policy, the Code of Conduct, the law, applicable contracts, or collective bargaining agreements require.

This policy applies to all terms and conditions of employment, educational programs, admissions policies, and all other school-administered programs or policies. This policy is implemented in compliance with all applicable federal, state, and local statutes or regulations.

### **103 Employee Referrals, Relatives, and Nepotism**

The School encourages employees to recommend suitable candidates for employment consideration. If employees know of any qualified candidates they believe would contribute to the School's mission and goals, they should contact the Director of HR.

The School will take appropriate steps to avoid conflicts or perceived conflicts of interest, improper influence or favoritism, or perceived improper influence or favoritism. It is within the School's discretion to determine whether individuals related to each other may be employed simultaneously or have a direct reporting or supervisory relationship.

Employees should alert the Executive Director of any relative relationship that exists prior to or is established after employment. Suppose an employee doubts whether to notify the Executive Director that a relative relationship exists. In that case, the employee should err on the side of caution and bring the relationship to the Executive Director's attention. If the School discovers that related employees attempted to withhold relationship information from the School, both employees may be subject to termination.

For purposes of this policy, a "relative" is any person who is related by blood, marriage, civil union, or domestic partnership, or whose relationship with the employee is similar to that of persons who are related by blood, marriage, civil union, or domestic partnership.

### **104 Immigration Law Compliance**

The School is committed to employing only individuals who are authorized to work in the United States and will not unlawfully discriminate based on alienage, citizenship, or national origin.



In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) business days of starting employment. Under certain circumstances and if necessary, employees will be required to submit documentation establishing their continued eligibility for employment.

## **105 Accommodation of Individuals with Disabilities and Pregnancy**

The School is committed to complying with all provisions of the Americans with Disabilities Act, as amended, and all other applicable federal, state, and local laws prohibiting discrimination in employment against qualified individuals with disabilities. The School will provide reasonable accommodation(s) for disabled individuals in accordance with these laws. It is the School's policy to (1) ensure that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and that employees with disabilities are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment; (2) administer medical examinations to employees only when permitted by law and justified by business necessity; (3) keep all medical-related information confidential and retain it in separate, secure files; and (4) provide reasonable accommodation(s) to qualified applicants and employees with disabilities, except where such accommodation(s) would create an undue hardship for the School or would cause a direct threat to the disabled individuals or others in the workplace.

Likewise, the School will comply with the requirement under the New York City Human Rights Law to accommodate pregnancy, childbirth, or a related medical condition in the workplace. The School will provide reasonable accommodation to qualified pregnant employees or those recovering from childbirth to allow such employees to perform the essential functions of the job, except where such accommodation would create an undue hardship for the School.

### **Procedure for Requesting Accommodation**

Employees should make any requests for accommodation(s) to the Director of HR or the Executive Director. On receipt of an accommodation request, the Executive Director will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) the School might make to help overcome those limitations.

The School will determine the feasibility of the requested accommodation in light of various factors including, but not limited to (1) the nature and cost of the accommodation; (2) the School's overall financial resources and organization; and (3) the accommodation's impact on the School's operations, including its impact on the ability of other employees to perform their duties and on the School's ability to conduct its business.

The School will inform the employee of its decision on the accommodation request in a timely manner, in writing, including how it plans to make the requested accommodation or suitable alternative accommodation. If the accommodation request is denied, the employee will be advised in writing of the business reason for the denial and of their right to appeal the denial by submitting a written statement to the Board, explaining the basis for the appeal.

Please note that the Americans with Disabilities Act, as amended, does not require the School to provide the employee's preferred accommodation, reallocate essential job functions, or provide personal-use items, including eyeglasses, hearing aids, or wheelchairs.

An employee or job applicant who has questions regarding this policy or believes that they have experienced discrimination based on a disability or pregnancy should notify the Board. All such inquiries or complaints will be treated as confidential to the extent permitted by law.



# Employment Status and Records

## 201 Hiring and Compensation Practices

The School is committed to recruiting, screening, hiring, and promoting employees based on educational qualifications, experience, and merit consistent with all applicable laws, policies, procedures, rules, and regulations. For each position, all candidates will be required to submit a current resume before the interviewing process begins. The Executive Director must approve the hiring and firing of all school staff. Any employee who is successful in the hiring process will receive a written offer of employment, along with a written job description, as appropriate.

The School will make every effort to ensure that all laws, policies, procedures, rules, and regulations prohibiting discrimination are fully implemented in all of its hiring procedures. The School will actively seek diversity in its faculty, staff, and administration and is committed to providing equal employment opportunities.

The School will take all appropriate steps to verify the information provided on a resume. These steps may take place before or after the commencement of employment. Any misrepresentation, falsifications, or omissions of any information may result in exclusion from further consideration for employment or termination of employment.

## 202 Employment Categories

All employees are designated as either exempt or non-exempt under federal and state wage and hour laws. The following descriptions are intended to help employees understand these employment classifications, the related employment categories, and benefits eligibility for each. Please note that these classifications do not guarantee employment for any specified period and that the School retains the right to terminate at-will employees at any time.

- **Exempt:** are salaried employees and are not eligible for overtime compensation.
- **Non-Exempt:** are employees eligible for overtime pay for all hours worked over forty (40) hours in each workweek, at one-and-half-times their regular hourly rate. They must receive permission from their supervisor before working overtime hours. Working overtime hours that have not been authorized in advance may result in disciplinary action, including termination of employment.

In addition to the above classifications, each employee will also belong to one of the following employment categories:

- **Regular Full-Time:** employees who are not temporary, have completed the introductory probation period, and are regularly scheduled to work a full-time schedule of at least thirty (30) hours per week. These employees receive all legally-mandated benefits and are generally eligible for all of the School's discretionary benefits, subject to the terms, conditions, and limitations of each benefit program.
- **Regular Part-Time:** employees who are not temporary, have completed the introductory probation period, and are regularly scheduled to work less than the full-time schedule, but work at least 20 hours per week. Part-time employees receive all legally mandated benefits and may be eligible for certain discretionary benefits.
- **Temporary:** employees who are hired on a short-term basis to work either a full or part-time schedule. Any extension beyond the initial period does not automatically change the employee's status. The Executive Director must approve any changes in status from temporary to regular. Temporary employees receive all legally mandated benefits (such as Short-Term Disability and Workers' Compensation) but are not eligible for the School's discretionary benefits.

## 203 Access to Personnel Records and Files

The School shall maintain a personnel file for each employee. All personnel files are the School's property and are kept in a secure, locked location; access to these files is restricted. Generally, only the School's administrative personnel, supervisors, financial consultants, and management who have a legitimate business reason to review the information contained in a file are permitted to do so. By way of example, an employee's file may include the following documents:

1. Signed Offer Letter
2. NYS Wage Theft Prevention Form
3. Resume
4. Formal Performance Evaluations
5. Records relating to promotions, demotions, transfers, layoffs, and rates of pay and other forms of compensation
6. Forms related to School procedures
7. Letters of recognition
8. Disciplinary notices or documents
9. Reference letters and notes from reference checks
10. Educational, Professional Development, and Training Records
11. Job Description
12. Official Transcripts



13. Federal Withholding Form W-4
14. NYS IT-2104
15. Payroll or direct deposit information
16. Insurance and benefit enrollment forms
17. Fingerprint Clearance Documentation
18. Personal and emergency contact information
19. Exit interview documents

To protect the privacy of all employees and per the Americans with Disabilities Act, as amended, by way of example, the following items will be kept in a separate, secure file in a locked location:

1. Certification Documentation
2. Documentation of all leave
3. Form I-9 Employment Eligibility Verification, with proper identification
4. Medical records
5. Child or spousal support information or garnishes
6. Workers' compensation claims
7. Litigation documents
8. Self-identification records

Employees wishing to review their personnel files should contact the Director of HR, with reasonable advance notice, to gain access. Current employees may review their files in the Director of HR's presence and may make copies of materials in their files only with the Executive Director's permission. Please note that employees are not permitted to review or copy any written job references that the School has received. All such references will be removed from the personnel file before an employee will be permitted to review or copy it.

## **204 Privacy of Personnel Information**

The School's philosophy and practice are to safeguard all personal employee information from unauthorized disclosure to the public. The School will collect only personal employee information required to pursue its business operations and comply with government reporting and disclosure requirements. Personal employee information includes social security numbers, home addresses, and telephone numbers, personal email addresses, internet user IDs or passwords, drivers' license numbers, parents' surnames before marriage, and employee medical information. All such information is considered confidential and will be shared only as required with those who need it and must be treated as confidential by those individuals. Suppose an employee becomes aware of a breach in maintaining the confidentiality of personal employee information held by the School. In that case, the employee should report the incident to the Executive Director or the Board. A failure to keep personal employee information confidential, both within and outside the School, may result in disciplinary action up to and including termination of employment.

## **205 Changes in Personnel Data**

The School requires that all employees provide a correct, current home address and telephone number and current emergency contact information. All employees should immediately report any changes in this information to the Director of HR.

## **206 Employment Reference Checks**

The School on occasion will be asked to provide a reference for a former employee. All such requests should be forwarded to the Director of HR.

As a general rule, a response will be given only to those inquiries that are submitted to the School in writing. The School's responses to such inquiries will confirm only the dates of employment, current or last salary (only with the consent of the employee or former employee), and position(s) held. Except where additional information is required or authorized by law or otherwise approved by an employee, no other employment data will be released.

## **207 Fingerprinting and Background Checks**

According to all applicable federal, state, and local law, and to promote the safety of all members of the School, all employees shall be required to undergo a criminal background check and file their fingerprints with the New York State Education Department.

## **208 Introductory Period**

Unless otherwise stipulated in writing and signed by both the Board and the employee, all newly-hired employees and employees promoted, demoted, or transferred to a new position, shall have their first ninety (90) days of their new assignment considered an Introductory Period. During the Introductory Period, the School will evaluate the employee's ability to perform all job duties satisfactorily, work habits, interactions and communications with colleagues, students, and families, and overall job performance. The Introductory Period also allows the employee to assess whether the School and the position match their career goals



and interests and if their expectations have been met. Once an employee completes the Introductory Period, their performance will be evaluated. Their immediate supervisor will notify them in writing whether or not their employment will continue.

Employment with the School during the Introductory Period and at all other times is at-will. Just as at any other time, during this ninety-day (90) Introductory Period, an employee may be terminated at any time in the School's sole discretion, with or without cause, or may choose to leave at any time. An employee has no entitlement to a job for any specific length of time during or after the Introductory Period. The successful completion of the Introductory Period does not entitle the employee to guaranteed employment for any specific duration.

At its sole discretion, the School may extend the Introductory Period if the Executive Director determines that the School did not have sufficient time to evaluate the employee's performance or does not have enough data to make an objective determination of the employee's job performance.

## **209 Performance Evaluations**

All employees shall receive at least two (2) formal evaluations per school year. Evaluations will be provided by either the Executive Director or the employee's direct supervisor. As deemed necessary, employees may also receive progress reports or informal evaluations throughout the School year.



# Time and Payroll

## 301 Work Schedule

The School's normal hours are 8:00 AM to 4:00 PM, Monday through Friday, but there may be exceptions to these hours based on an employee's role. Employees are expected to work their established work schedule, as determined by the Executive Director unless otherwise directed by their supervisor. All employees are expected to act professionally and meet the School's needs daily, including ensuring classrooms are adequately staffed. All employees must attend professional development during the ten (10) days (not including weekends and holidays) immediately before the start of the School year.

Unless formally excused, all staff members shall participate in all regular school functions during or outside the normal school day, such as parent conferences, graduations, and other similar activities such as holiday shows and celebrations and major fundraising events. School functions that will occur outside of the normal school day shall be announced at least two (2) weeks in advance and shall be scheduled no more than once a month.

Employees not covered by the UFT Bargaining Agreement are entitled to a sixty (60) minute meal break each day, which shall occur between 11:00 AM and 2:00 PM, and be scheduled by the employee's supervisor to accommodate the School's operating requirements. During meal breaks, these employees are relieved of active responsibility.

The work year for all administrative and leadership employees shall be twelve (12) months. The work year for most other employees shall generally be less than twelve (12) months. Employees should refer to their offer letter, the Board approved School Calendar, and the Executive Director to determine the exact length of their work year.

## 302 Time Recording Procedures

All employees are required to clock in and out each day. Employees are prohibited from logging in or out for any other employees. Any employee who is found logging in or out for another employee and the employee that is being logged in or out will both be subject to discipline, up to and including termination. Failure to punch in or out will result in being clocked in ten (10) minutes late for the day or leaving ten (10) minutes early for the day.

All employees must sign out if they leave the building for a short period in the sign-out book on the security desk. We must have an accurate count and know who is in the building in case of an emergency.

In addition to time in and time out, non-exempt employees must also keep accurate and current time records, including the following:

- Start and end time of each meal period or break;
- Start and end time of any split shifts;
- Time used for personal reasons during the workday;
- Time off for sick or personal reasons; and
- Time off for vacations or holidays.

The Director of Finance will use employee time logs to administer payroll. All employees must check their time records to ensure that all information and times recorded are, to their knowledge, accurate. The Director of HR will review and maintain time records for the School; however, we recommend that employees maintain accurate recordings for their files. Suppose an employee finds an error in their time log or payroll. In that case, the employee should immediately notify the Director of HR so that the problem may be reviewed and corrected if needed.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Such action may also result in charges of civil or criminal theft or fraud.

## 303 Overtime

Although all hours worked should be noted on an employee's timesheet, exempt employees are not eligible for overtime compensation under the Fair Labor Standards Act. Non-exempt employees are eligible for overtime compensation per federal and state wage and hour laws, which require time-and-one-half pay for any hours worked beyond forty (40) hours in a workweek. Overtime pay is based on the actual number of hours an employee works in a given week. If an employee takes sick leave, vacation, a leave of absence, or any other time off, those hours will not be included in the number of hours worked in a week to calculate overtime pay.





All overtime hours must be approved by the Executive Director in advance and must submit a timesheet signed by their supervisor. Employees who work overtime without prior authorization from the Executive Director may be subject to disciplinary action, including termination.

### **304 Payroll**

The School is on a semi-monthly payroll cycle, consisting of 24 pay periods per year occurring on the 15th and last day of the month every month. If changes need to be made due to school holidays or closings which interfere with the regular payment schedule, the Director of Finance will announce the change as soon as possible.

Employees participating in the School's direct deposit option, must complete all the necessary paperwork and submit the completed forms to the Director of HR. On payday, employees who participate in the direct deposit option will receive a pay stub or report in place of a paycheck.

### **305 Deductions and Garnishments**

The School shall impose only those deductions required by applicable federal, state, and local law. Any other deductions, such as for benefit or insurance plans of the employee's choosing, will be withdrawn only upon the employee's written authorization. The paycheck stub will identify each deduction made and should be kept by the employee as a permanent record.

If necessary, the School will impose deductions on an employee's paycheck to a garnishment notice received from a court or other legal authority. If such notice is received, the Director of Finance will notify the employee of the document and the amount that must be deducted from their paycheck.

### **306 Absences due to Weather or Emergency**

Keeping the School open, operating, and serving its students is, at all times, one of the School's primary concerns. Nevertheless, under certain conditions caused by weather or other emergencies, the School may decide to close out of concern for its students, staff, and families' safety. As a general rule, the School will follow the New York City Department of Education's (the "NYCDOE") school closure plan; however, the Executive Director has final authority and, if appropriate, may choose to deviate from the NYCDOE's decision. Suppose the Executive Director deems it is necessary to differ from the NYCDOE's decision. In that case, the Executive Director and leadership team will ensure that all employees, families, and students are alerted, notification is posted to the School website, and public media outlets are informed.

At the discretion of the Executive Director, any classroom days lost due to closure for inclement weather or other reasons may be made up by adding an equal number of days to what was scheduled to be the end of the School year or removing days off from recess periods.

If the School decides to have a delayed opening due to severe weather or emergency or decides that the weather or emergency does not warrant a closure or early dismissal, any exempt employee who does not report on-time, at all, or leaves early due to weather or emergency may be either charged annual leave time or docked pay for the hours or day missed as permitted by law. Non-exempt employees who (1) report late to work will be paid from their actual start time, not from when the School opened; (2) do not report to work will not be paid; or (3) report to work on-time but leave early will be paid only up to the time they left. Both exempt and nonexempt employees will be paid for the full day or their full shift, if part-time if the day or shift ends early because the School has decided to have an early dismissal due to severe weather or emergency.

### **307 Wage and Hour Policy and Complaint Procedure**

It is the School's policy to compensate employees accurately and comply with all applicable federal, state, and local laws. The School makes every effort to ensure that its employees are paid correctly. However, inadvertent mistakes may happen on occasion. If an error does occur and called to the School's attention, the School will promptly investigate and make any necessary corrections. To ensure that employees are adequately paid for all time worked and that no improper deductions are made, employees must record their work time correctly, promptly review all paychecks or direct deposit statements when received, and identify all suspected errors. If an employee believes a mistake has occurred or has any questions about compliance with the applicable laws, they should use the reporting procedure described below.

#### **Reporting Procedure**

Suppose an employee believes that they are not being paid per applicable laws, that their pay has been subject to improper or questionable deductions, or that their pay does not accurately reflect all hours worked. In that case, the employee should immediately bring such issues to the Director of Finance's attention. The School will investigate every report and take corrective action when appropriate.



### **Zero Tolerance for Retaliation**

The School is fully committed to complying with all applicable federal, state, and local wage and hour laws. The School will not tolerate any form of retaliation against any individual who makes a report regarding the payment of wages, reports alleged violations of this policy, or cooperates in the School's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including

### **308 Expenses**

To safeguard assets, promote operational efficiency, minimize waste, fraud, and theft, and ensure accurate accounting data, employees shall follow and comply with all financial policies and procedures as stipulated and described in the School's Financial Policies and Procedures Manual.

#### **Expense Reimbursement**

As described, staff may make purchases with their funds and apply for reimbursement with prior approval. Reimbursable expenses require written pre-approval by the Executive Director. Additionally, to receive reimbursement, you must submit a receipt for all expenditures requiring reimbursement. You shall not receive reimbursement for any expenses you have not obtained prior purchasing approval and/or do not have a receipt. Employees should note that the School is tax-exempt and therefore does not reimburse employees for sales tax. A copy of the Sales Tax Exempt Certificate may be obtained from the School for use when making reimbursable purchases.





## Employee Benefits and Leave Time

### 401 Employee Benefits

The School is pleased to offer its employees a variety of benefits. As noted below, some of these benefits are required by law, whereas others are offered at the discretion of the School. Upon commencement of employment, employees shall receive all statutory benefits to which they are entitled. Per any enrollment procedures, full-time employees will be allowed to participate in all discretionary benefits offered by the School. Participation in discretionary insurance or benefit programs, policies, or plans shall depend on and subject to any employee contribution or pay-in required by the specific insurance or benefit plan(s) the employee chooses. The Director of HR will help employees understand their benefit options and identify the programs for which they are eligible.

Insurance and benefit plans, programs, and policies are chosen at the board’s sole discretion and are subject to modification, including elimination, as the Board sees fit.

### 402 Statutory Benefits

These benefits are mandated by law and are covered by the School.

#### Medical, Dental, Vision, Prescription, and Life Insurance

Medical, dental, vision, prescription, and life insurance are made available to all full-time School employees. Each pay period, employees will contribute a portion of the premiums as applicable to these insurance policies through payroll deductions, and the School will pay the remaining costs of the plan for each employee. An employee who wishes to add their spouse, dependent, or other eligible family members to their insurance plans must pay the additional premium through payroll deductions.

<b>MEDICAL, DENTAL, and VISION PLANS (Last Updated on August 2021)</b>		
Plan Type	Coverage	Employee Contribution (Per payroll)
<b>UFT Empire BC/BS (Medical)</b>	Individual	\$15.83
	Individual + Spouse	\$158.26
	Individual + Child(ren)	\$142.44
	Individual + Family	\$237.39
<b>Welfare Fund UFT (Dental &amp; Vision)</b>	Individual	\$2.27
	Individual + Spouse	\$11.37
	Individual + Child(ren)	\$11.37
	Individual + Family	\$11.37

*Chart as of August 2021*

Empire Blue Cross Blue Shield is our Medical provider. If you wish to participate or receive more information on our plan, please reach out to the Director of HR. If you have any questions concerning your Medical coverage and would like to contact Empire Blue Cross Blue Shield Customer Service, please call 1(888)630-2583.

The UFT Welfare fund provides us with: Prescription Drugs, Dental, Optical, Hearing Aid, Disability, Continuation of Coverage, Death Benefit, Supplemental Benefits (Benefits which add to the HIP/PRIME, HIP Prime POS, and GHI-CBP - DME plans), and Health & Cancer Helpline. We get our Dental coverage from CIGNA via the UFT, if you wish to contact their Customer Service please call 1(800)9971654. If you wish to participate in the UFT Welfare Fund Benefits or learn more, please reach out to the Director of HR. For more information concerning our UFT Welfare Fund coverage, you can also review the [Red Apple Book](#) or visit the [UFT health Benefits Page](#).

Any questions concerning medical, dental, vision, prescription and life insurance coverage should be directed to the Director of HR.



## **Social Security and Medicare Insurance**

All School employees are covered for Social Security and Medicare under the Federal Insurance Contribution Act ("FICA"). Employee contributions are established by law and automatically deducted from each paycheck, with the School contributing an equal amount on behalf of each employee.

Generally, employees are eligible to receive a monthly income from Social Security when they retire or become totally or permanently disabled. Family benefits are also available in the event of a covered employee's death.

## **Unemployment Insurance**

All School employees are covered under New York State Unemployment Insurance, for which the School pays the entire cost. Unemployment Insurance is generally available to employees whose employment with the School has been terminated through no fault of their own. An employee must work a certain number of hours before termination, earn a certain amount of income in covered employment, and be ready, willing, and able to work and actively look for work at the time the employee applies for this benefit to qualify for temporary income benefits under this insurance.

## **Workers' Compensation**

All School employees are covered by Workers' Compensation Insurance when performing their job duties. Employees must immediately report (within 24 hours) all accidents occurring or injuries sustained while on the job at the School, even if they seem minor at the time, to the Director of Finance, so that the appropriate paperwork can be filed with the insurance carrier. After that, the insurance carrier may require examination and treatment by a physician.

## **Short-Term Disability**

The School will comply with all applicable aspects of the New York State Disability Law. Under this law, religious, charitable, and educational institutions operating on a non-profit basis must provide short-term disability benefits insurance to all its employees who hold positions that do not fall under specific excluded categories. As many of the School's employees will hold positions that are excluded from mandatory coverage, the School recommends that employees consult with the Director of Finance and State law to determine whether they are covered.

The School's short-term disability plan provides partial pay (one-half of weekly wages up to a maximum benefit as determined by law) for employees who cannot work due to non-work-related illness, injury, or disability, after an absence of more than seven (7) consecutive calendar days. Benefits begin on the 8th day of disability and continue for related absences up to 26 weeks. If an employee returns to work and the disability recurs within 90 days, the employee does not have to wait the seven (7) days; disability benefits will begin immediately.

The School maintains the right to supplement this insurance, if the Executive Director chooses in its sole discretion, at any time. The School may decide to supplement coverage for only those employees who would already receive mandatory coverage or all employees. The School will inform its employees if it chooses to add a supplemental short-term disability insurance plan.

## **Time Off to Vote**

If School employees do not have sufficient time outside of working hours to vote in any election, they may take off up to two (2) hours at the beginning or end of their work shift, with pay, to vote. "Sufficient time" to vote means at least four (4) consecutive hours either between the time the polls open and the beginning of the employee's work shift or between the end of the employee's work shift and the time the polls close. Employees must notify their supervisor in writing of the need for voting time off at least five (5) days before the day of the election. The School reserves the right to determine whether the employee may take time off at the beginning or end of their work day.

## **Jury Duty and Subpoenas**

The School will excuse employees from work without penalty during the time they are summoned for jury duty. Employees will receive their regular pay while serving jury duty for up to the first five (5) days in which they are required to serve in person. After five (5) days, absence due to required jury duty will be unpaid by the School. Employees are entitled to receive a jury fee from New York State for any day they report to jury service in person and do not receive compensation from the School that is at least the equivalent of the jury fee. Employees are required to report to work whenever the court schedule permits.

Immediately upon receipt of the summons for jury duty, the employee shall inform the Director of HR in writing. While the School encourages its employees to fulfill their civic responsibility of serving jury duty, the Executive Director may request that an employee delay or reschedule service to take place during a School recess or summer break, whenever possible, so that the employee's



absence does not create an operational problem. Upon completion, employees must provide the Director of Finance with proof of jury duty service for each day of absence so that it may be added to the employee's personnel file.

Likewise, if an employee receives a duly issued subpoena to appear as a witness or otherwise, the employee must immediately notify the Director of HR in writing as to the date(s) of required absence. If the subpoena in any way relates to the School, the employee must immediately notify both the Executive Director and the Board in writing. Employees will not be paid for absence due to a subpoena, as it is the responsibility of the issuing party to provide appropriate compensation for the employee's absence from work.

### **Military Duty Leave of Absence**

Employees who are members of the United States Armed Forces, National Guard, Reserves, or other national public service agency shall be granted an unpaid leave of absence for service, training, or related obligations in accordance with all applicable federal, state, and local laws, policies, rules, and regulations. The employee must provide advanced notice, in writing, to the Director of HR as soon as reasonably possible, unless such notice is unfeasible provided the circumstances. Upon return, employees will be reinstated in their position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The School will not retaliate against any of its employees who request a leave of absence for this purpose.

### **403 Lactation Accommodation Policy**

The School provides accommodations to employees who pump during work hours. In accordance with the New York City Human Rights Law, the School provides reasonable accommodations for employees' pregnancy, childbirth, or related medical conditions, including accommodations for lactation. Before an employee returns from parental leave, the School will seek to discuss with the employee whether the employee needs a reasonable accommodation to express breast milk at work.

The School will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to the Director of HR.

### **Multi-Purpose Space Available for Use for Lactation**

The School has designated a private office space as a lactation room when employees are using the room to express breast milk. The School will notify other employees that the room will be prioritized as a lactation room and may only be used for expressing breast milk during the time[s] when employees need the space and will post proper signage to ensure that it is free from intrusion and shielded from view of others while being used as a lactation room.

The employees who need the room for pumping will be given priority use of the room and their pumping needs will determine the availability of the room for other purposes.

The School will ensure that the multi-purpose room can be locked from the inside so that the employee pumping can do so without intrusion.

The School will ensure that the multi-purpose room is clean, free from intrusion, and meets as many of the following requirements as possible: contains at least one electrical outlet, a surface to place a pump and other personal items, and a chair; and is near running water and a refrigerator to store breast milk.

When more than one employee needs to use the multi-purpose room to express breast milk, the School will discuss alternative options with all employees who use the shared space to determine what arrangement addresses their needs. Options may include: finding an alternative space; sharing the space among multiple users with screens, curtains, or other privacy measures; or creating a schedule for use.

If the multi-purpose room is unavailable for use as a lactation room when an employee needs it, the School will provide an alternative private office space for temporary use as a lactation room.

Even if the multi-purpose room is available, an employee who wishes to pump at their usual workspace will be permitted to do this so long as it does not create an undue hardship for the School.

### **Reasonable Time to Express Breast Milk**

The School will provide a reasonable amount of time for an employee to express breast milk and will not unreasonably limit the amount of time or the frequency that an employee expresses breast milk. The School will speak with the employee to determine a schedule of breaks that reasonably accommodates the pumping needs of the employee.



## **Lactation Accommodation Request Process**

Before an employee returns from parental leave, the School will resend this policy to the employee in writing and request information from the employee regarding the need for a reasonable accommodation to express breast milk at work.

Employees may also independently request lactation accommodation by contacting the Director of HR. A request may be made in writing to the Director of HR and should indicate that the employee will need accommodations for expressing breast milk at work.

The Director of HR will respond to a request for lactation accommodations as quickly as possible. Under no circumstances will this amount of time exceed five (5) business days. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the School will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs, unless that poses an undue hardship for the employer.

The School recognizes that employees' lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

## **Undue Hardship**

If the School believes that the lactation accommodation requested poses an undue hardship on the School, the School will discuss reasonable alternatives with the employee to accommodate the employee's needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the School and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied. This process gives the employee an opportunity to have an open discussion with the School about their needs, and the School has an opportunity to hear its employee and work with them to come up with an appropriate accommodation for the employee.

For example, if the School believes the length of time an employee needs to pump is an undue hardship for the School to accommodate, the School will engage in a cooperative dialogue with the employee to determine if there is an accommodation, such as an adjusted pumping schedule, or more frequent pumping breaks for shorter periods of time, that addresses the School's concerns and the employee's needs.

During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the School will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs unless doing so poses an undue hardship.

## **404 PTO/Sick Leave**

The provisions of the New York City Earned Sick Time Act, New York City Administrative Code § 20-911 et. seq., shall be superseded by this, which provides at least comparable benefits to Employees, and the provisions of the New York City Earned Sick Time Act are waived. PTO/Sick Leave may be used for all purposes as defined by the NYC Earned Sick Time Act, personal business, and any unpaid leave, including any leave covered by the Family Medical Leave Act (FMLA).

All employees shall accrue paid Personal Time Off (PTO)/Sick Leave at a rate of one (1) day per month worked for a total of ten (10) days for each school year. Unused PTO/Sick Leave, up to thirty (30) days, may be rolled over to the following year.

## **Notice to the School**

An Employee requiring a PTO/Sick day shall submit an email to [Absent@chslsj.org](mailto:Absent@chslsj.org) in advance unless circumstances do not allow for such advance notice, in which case as much notice as practicable should be given. Accrued but unused PTO/Sick days must be used during unpaid leave. Employees shall be permitted to donate accrued PTO/Sick days to other Employees who have exhausted all of their available PTO/Sick days. The donated leave shall be deducted from the accrued PTO days of the employee who donates it.

## **Documentation**

After all PTO/Sick days have been used, absences may require employees to provide reasonable documentation. Reasonable documentation may also be required after three (3) consecutive absences. Such reasonable documentation includes:

- For absences due to sick time reasons, documentation signed by a licensed health care provider indicating the need for the amount of PTO/Sick Leave taken.
- For absences relating to family offense matters, sexual offenses, stalking, or human trafficking, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or medical or other professional service providers from whom the employee or that employee's family member has sought assistance in addressing



family offense matters, sex offenses, stalking, or human trafficking and their effects; a police or court record; or a notarized letter from the employee, explaining the need for such time.

Reasonable documentation must be provided within seven (7) days of the employee's return to work following a covered absence. Reasonable documentation does not need to explain the nature of any illness, injury, or health condition of the employee or covered family member, or provide any details relating to family offense matters, sexual offenses, stalking, or human trafficking.

An employee may be subject to disciplinary action, including termination, for failure or delay in providing the required reasonable documentation.

### **Confidentiality**

The School will not require the disclosure of details relating to an employee's or their family member's medical condition or require the disclosure of further information relating to an employee's or their family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of providing PTO/Sick Leave under this policy. Health information about an employee's or an employee's family member, and information concerning an employee's or their family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained solely to utilize PTO/Sick Leave pursuant to this policy, will be treated as confidential and will not be disclosed except by the affected employee, with the written permission of the affected employee, or as required by law.

### **No Payout of Unused PTO/Sick Leave**

The School will not pay employees for unused PTO/Sick Leave at year-end, or upon separation of employment. An employee separates from the School and is rehired within six (6) months of departure, previously granted, unused PTO/Sick Leave will be reinstated, and the employee is entitled to use such reinstated PTO/Sick Leave immediately upon rehire.

### **No Discrimination/Retaliation**

Under no circumstances will the School discriminate against an employee for lawfully using PTO/Sick Leave or engaging in any other activity protected by law.

## **405 Paid Family Leave (PFL)**

At the School, requests for Paid Family Leave forms and forms submissions should be directed to the Director of HR. Our PFL insurance carrier is **The Hartford, P.O. Box 14869, Lexington, KY, 40512.**

If your PFL claim is denied, the insurance carrier will provide you with information about how to request arbitration. A neutral arbitration will decide claim-related disputes.

New York Paid Family Leave provides job-protected, paid time off so you can:

- **Bond** with a newly born, adopted or fostered child,
- **Care** for a close relative with a serious health condition, or
- **Assist** with family situations when a family member is deployed abroad on active military service.

You can continue your health insurance while on leave and are guaranteed the same or comparable job after your leave ends. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on PFL.

### **Eligibility**

All eligible employees are entitled to participate in PFL.

- **Full-time employees:** Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.
- **Part-time employees:** Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which do not need to be consecutive.

Employees are eligible regardless of citizenship and/or immigration status.

### **Qualifying Events**

- **New Child:** You can take PFL during the first 12 months following the birth, adoption, or fostering of a child. Expectant mothers cannot take PFL for their own pregnancy. PFL for the birth of a child begins after the birth. It is not available for prenatal conditions.
- **Serious Illness:** You can take PFL to care for a close relative with a serious health condition. These relatives can live outside of New York State and even outside the country. You cannot take PFL for your own health condition.





- A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:
  - Inpatient care in a hospital, hospice, or residential health care facility, or
  - Continuing treatment or continuing supervision by a healthcare provider.
- A close relative includes:
  - Spouse
  - Domestic partner
  - Child and stepchild
  - Parent and stepparent
  - Parent-in-law
  - Grandparent
  - Grandchild
- **Military Active Service Deployment:** You can take PFL to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad. You cannot use the PFL for your own qualifying military event.

### Amount of Leave

PFL can be taken either all at once or intermittently, but must be taken in full-day increments. You may take the maximum time-off benefit in any given 52-week period.

### Pay

Pay while on PFL is a percentage of your average weekly wage, capped at that same percentage of the New York State Average Weekly Wage, as calculated annually by New York State Department of Labor.

### Funding

PFL is funded through employee payroll contributions that are set each year to match the cost of coverage. The rate of employee contributions is reviewed annually, and is subject to change by New York State Department of Financial Services.

### Your Rights and Protections

- You have **job protection**, ensuring you can return to the same job (or a comparable one) when you return from PFL.
- You can keep your **health insurance** while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.
- Your employer is **prohibited from discriminating or retaliating** against you for requesting or taking PFL.
- If your employer terminates your employment, reduces your pay and/or benefits, or disciplines you in any way as a result of you requesting or taking PFL, send the Director of HR a formal request for job reinstatement using the Formal Request For Reinstatement Regarding PFL (Form PFL-DC-119), which can be found in the forms section of [PaidFamilyLeave.ny.gov](http://PaidFamilyLeave.ny.gov). File the completed form with your employer and send a copy to: **Paid Family Leave, P. O. Box 9030, Endicott, NY 13761-9030** If your employer fails to comply with the request for reinstatement within 30 days, you may file a PFL discrimination complaint with the Workers' Compensation Board using PFL Discrimination Complaint (Form PFL-DC-120), which is also available on the PFL website. Once your complaint is received, the Board will assemble your case and schedule a preliminary hearing in front of a Workers' Compensation Law Judge.
- **You do not have to take all of your sick and/or vacation time** before using PFL.

### Taking Paid Family Leave

1. **Notify your employer.** When you want to take PFL, you must notify your employer at least 30 days before your leave will start if it's foreseeable. Otherwise, notify your employer as soon as possible.
2. **Obtain required forms.** Contact your employer, employer's insurance carrier, or visit [PaidFamilyLeave.ny.gov](http://PaidFamilyLeave.ny.gov) to obtain the required forms.
3. **Complete and attach:** The Request For PFL (Form PFL-1) has sections that need to be completed by you and by your employer. Fill out your section, make a copy and give the form to your employer to fill out Part B. Your employer is required to return Form PFL-1 to you within three (3) business days. If there is a delay, you do not have to wait to proceed. Send the Form PFL-1 that you have filled out, along with the rest of your request package, directly to your employer's insurance carrier.
4. **Obtain and attach supporting documentation.** The specific documentation or additional forms required for each type of leave are described on the request for PFL and at [PaidFamilyLeave.ny.gov/Apply](http://PaidFamilyLeave.ny.gov/Apply).
5. **Submit your request forms and supporting documentation.** You must submit your completed request package to your employer's insurance carrier within 30 days after the start of your leave to avoid losing benefits. In most cases, the insurance



carrier must pay or deny benefits within 18 calendar days of receiving your completed request or your first day of leave, whichever is later.

## 406 Family and Medical Leave Act (FMLA)

The School will provide Family and Medical Leave Act (FMLA) leave to its eligible employees. This policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, you must contact the Director of HR in writing.

Under this policy, the School will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness). The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### Eligibility

To qualify to take FMLA under this policy, the employee must meet all of the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### Type of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.
  - An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of his or her position.
  - Under the FMLA, a "spouse" means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:
    - was entered into in a state that recognizes such marriages; or
    - if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
  - A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.
  - This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
  - Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Director of HR.
  - If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.



5. Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.
  - An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to cover active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:
    - short-notice deployment
    - military events and activities
    - child care and school activities
    - financial and legal arrangements
    - Counseling
    - rest and recuperation
    - post-deployment activities
    - additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.
  - Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserve, or a member of the Armed Forces, the National Guard or Reserve who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserve, or members on the permanent disability retired list.
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember.
  - A "son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild or legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
  - A "parent of a covered servicemember" means a covered servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents in law.
  - The "next of kin of a covered servicemember" is the nearest blood relative, other than the covered service member's spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered a covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin. For example, if a covered servicemember has three siblings and has not designated a blood relative to provide care, all three siblings would be considered a covered servicemember's next of kin. Alternatively, where a covered servicemember has siblings and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered servicemember's next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered servicemember pursuant to § 825.122(k).
  - "Covered active duty" means:
    - "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
    - Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.
7. Military caregiver leave (also known as covered servicemember leave) to care for an injured or ill servicemember or veteran. An employee whose son, daughter, parent or next of kin is a covered servicemember may take up to 26 weeks of leave in a single 12-month period to care for that servicemember. Next of kin is defined as the closest blood relative of the injured or recovering service member.
  - The term "covered servicemember" means:
    - a member of the Armed Forces (including a member of the National Guard or Reserve) 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; or





- a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- The term "serious injury or illness" means:
  - in the case of a member of the Armed Forces (including a member of the National Guard or Reserve), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating;
  - in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserve) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.
  - Outpatient status, with respect to a covered servicemember, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

### **Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (No. 1) through (No. 5) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (No. 6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill servicemember, the husband and wife may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employer will make this payment, the employee will reimburse the employer upon their return to work. If the employee does not return to work, they will make a payment to the Director of Finance.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause



substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

### **Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill servicemember over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced-hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

### **Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.



### **Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

### **Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

### **Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The company will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Servicemember.

### **Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether the need for leave is consistent with the employee's serious health condition.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide written notice of the need for the leave to the Director of HR. Within five business days after the employee has provided this notice, the Director of HR will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Director of HR will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.



## **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **407 Discretionary Benefits<sup>1</sup>**

All full-time employees shall be provided the opportunity to enroll in all discretionary benefits offered by the School. The Board, in its sole discretion, may, at any time, choose to open enrollment to all or some of these benefits to its part-time employees. To receive these benefits, employees must complete all enrollment forms required and pay any employee contribution associated with the chosen plan(s).

## **401(k) and 403(b)**

Regular full-time employees are entitled to contribute to the School's tax-deferred annuity plan and supplemental retirement program. Under the plan, in addition to an employee's contributions, after one (1) year of employment with the School, the School will match a portion of the employee's annual contribution. Although these funds are fully vested upon deposit, the School reserves the right to discontinue, suspend or reduce its contributions. Further information regarding the School's 401(k) and 403(b) plans can be found in the plan documents and summary plan description from the Director of Finance.

## **School Calendar and Holiday Leave**

Every year in June, the board will establish a School calendar for the following school year in consultation with the leadership team. This calendar will comply with all applicable laws, policies, and regulations regarding compulsory attendance and follow the NYCDOE's school calendar. The School nevertheless has discretion as to all dates of attendance for both students and employees and, if appropriate, may deviate from the NYCDOE's calendar. The School will be closed, occasionally only for students. As some holidays fall within a School recess and dates of observance may change from year to year, employees must consult the School's calendar for exact closure dates. Employees shall receive a copy of the School's calendar before the start of each school year. Please note, the School reserves the right to remove days from recess periods, if necessary, to make up for School closures due to emergencies or weather.

## **Blood Donation Leave**

The School will provide leave time for the purpose of donating blood. Employees taking leave to donate blood off-premises shall be permitted at least one (1) unpaid leave of three (3) hours' duration per calendar year during their regular work schedule. The School requires employees to show either proof of their blood donation or of their good-faith effort at blood donation to be eligible for this leave.

## **Bone Marrow Donation Leave**

The School will provide unpaid leave time for an employee to undergo a medical procedure to donate bone marrow, which leave time will be determined by the employee's physician up to a maximum of twenty-four (24) hours. The School may require that the employee's physician verify in writing the purpose and duration of each bone marrow donation leave. When a bone marrow donation procedure is scheduled and the employee intends to take leave under this policy for the procedure, the employee must notify the Director of HR in writing of their intent to take leave as soon as possible, but not less than twenty-four (24) hours prior to the day of the procedure. In the event of an unscheduled or emergency bone marrow donation procedure for which an employee intends to take leave under this policy, the employee must notify the Director of HR in writing of their intent to take leave as soon as possible after the employee is notified of the request to donate.

The School will not retaliate against any employee for requesting or obtaining a leave of absence for the purpose of undergoing a medical procedure to donate bone marrow.

## **Bereavement Leave**

When a school employee suffers a death in the immediate family (spouse, same-sex committed partner, domestic partner, child, parent, grandparent, grandchild, brother, or sister), the School provides the employee with up to three (3) days of bereavement leave with full pay. In cases where an employee must travel great distances because of a death in the immediate family, employees may be granted additional travel time, as determined by the Executive Director. School employees are required to use these bereavement days within fourteen (14) days of the immediate family member's death.

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<sup>1</sup> These benefits are further described in plan or policy documents and enrollment materials, which you can obtain from the Director of HR. In the event of a conflict between the information provided in this Handbook and any of the specific plan or policy documents and enrollment materials, the plan or policy documents and enrollment materials shall govern.



When an employee suffers the death of a family member outside the immediate family (e.g., mother-in-law, father-in-law, uncle, brother-in-law, or sister-in-law, parents or siblings of an employee's same sex committed partner or domestic partner), the employee is entitled to one (1) day of bereavement leave with full pay.

Employees may take additional bereavement time off as unpaid or may choose to use accrued annual leave time, subject to the applicable policies. If an employee intends to take additional time they must immediately inform the Director of HR in writing.

## **408 Vacation Days**

Unless otherwise established in writing and signed by the Board, all regular twelve (12) month, full-time, exempt employees of the School shall earn one (1) vacation day for every month worked. This leave time will be available once it is earned. Any regular twelve (12) month, full-time, exempt employee hired after July 1st will earn a pro-rata portion of the leave time, rounded up to the next whole number, based on their start date. Regular twelve (12) month, full-time, exempt employees may use vacation days in full-day increments and may carry over five (5) accrued unused vacation days to the following school year.

Unless otherwise established in writing and signed by the Board, all regular, part-time employees of the School shall receive four (4) hours of vacation time for every month worked. This leave time will be available once it is earned. This leave time will be available once it is earned. Any regular part-time employee hired after July 1st will earn a pro-rata portion of the leave time, rounded up to the next four (4) hour increment, based on their start date. Regular, part-time employees may use vacation days in whole day increments with only the hours they are scheduled to work being docked as used vacation time. Regular part-time employees may roll over up to twenty (20) hours of accrued unused vacation time.

The School requests that employees do their best to use their vacation time when such leave would not conflict with the operation of the School.

### **Procedure for Use of Vacation Days**

To use vacation days, employees must submit a request to their supervisor via email as soon as possible, but no less than two (2) weeks before its use; however, exceptions may be made in an emergency. The employee's supervisor shall decide as to the use of leave time via email and provide a copy to the leadership team and the employee. The granting of such a request is at the Executive Director's sole discretion and is based on the School's needs.

### **Payout of Unused Vacation Days**

The school will payout up to five (5) earned and unused vacation days upon separation of employment. If an employee separates from the school and is rehired within six (6) months of departure. Earned, unused, and unpaid vacation days will be reinstated.





# Workplace Conditions and Safety

## 501 Workplace Safety

The School recognizes that the students, employees, and the public's safety is paramount. It is the responsibility of each employee to help prevent accidents and maintain the School environment's safety. Employees must use all safety and protective equipment and keep work areas safely and orderly, free from hazardous conditions.

All students, employees, and the public must comply with all safety rules, regulations, and ordinances and be aware of and follow appropriate fire, health, and safety procedures. Employees may never block fire exits, tamper with fire extinguishers or alarms, or otherwise create fire hazards. Additionally, employees should be aware of all fire escape routes and fire drills.

Suppose an employee sees an individual behaving in a manner that is not in compliance with any fire, health, or safety rules, regulations, ordinances, or procedures. In that case, the employee should immediately inform the person that their behavior must change or report the person's behavior to someone in the Leadership Team. Further, unsafe or hazardous conditions observed by an employee are to be immediately reported to the Director of Operations and the Executive Director. No employee may attempt to correct or fix any unsafe or hazardous condition; the Director of Operations shall see that the situation is attended to by an appropriate individual.

The Leadership Team shall ensure that the School's facilities comply with all current public health and safety codes and promptly correct any deficiencies noted on an inspection.

Employees should refer to the School's Workplace Safety Plan, attached as [Appendix A](#), for further information. All employees are required to certify that they have read the plan.

## 502 Violence in the Workplace

The School is committed to our employees' safety and security and seeks to provide a work environment free from violence or threats of violence. Therefore, we require that all individuals on school premises or while representing the School conduct themselves in a professional manner consistent and in conformity with non-violence principles.

Workplace violence is defined as any act or combination of acts, whether verbal or physical, that is: (1) an attempt or threat to inflict physical injury; (2) any intentional display of a weapon or of force that would give an employee reason to fear or expect bodily harm; (3) any intentional and wrongful contact with a person without their consent that entails some injury; (4) stalking with the intent of causing fear of material harm to a person's physical safety and health; (5) attempted destruction or threats to the School or personal property; or (6) any other actual or potential violent act or acts, including, but not limited to, assault, battery, aggressive behavior, harassment, intimidation, threats, or similar actions.

Additionally, the act must occur (1) where an employee performs any work-related duty; (2) while using school resources; or (3) while an individual is engaged in school business.

The School strictly prohibits violence, threats of violence, and the possession of weapons, including, but not limited to, firearms of any kind, and will take all such actions or complaints about such actions seriously. All workplace violence will be thoroughly investigated, and appropriate action will be taken, including disciplinary action up to and including termination and, when warranted, involving law enforcement authorities.

All employees are responsible for notifying the Executive Director, Director of Operations, and Director of HR - As well as the Director of Culture when a situation involves a student - of any threats or acts of violence that they have received, witnessed, or were informed that another person has received or witnessed. Employees are responsible for making this report regardless of the relationship between the individual who initiated the violent act or threat and the person or persons who focused on the violent act or threat. The School acknowledges the potential sensitivity of the information to be shared in these reports. Therefore, if an employee needs to make such a report, the employee should take action in an accountable and swift manner that will address the situation but should do so in a way that maintains the respect and dignity of all involved individuals.

To accomplish our goal of promoting the safety and well-being of all people in our workplace, the School expects all its employees to help create an environment of mutual respect. Follow all policies, procedures, and practices regarding workplace safety and conditions; and help maintain a safe and secure work environment.



### 503 **Weapon-Free School Policy**

In order to provide a safe and secure school environment for all students, employees, families, and visitors of the School, no firearms or weapons of any kind shall be allowed on school property, in vehicles driven to the School and parked on or off school property, at school-sponsored activities on or off school property, in school busses, vans, or other vehicles, and within a distance of 1,000 feet of the School's property.

For this section's purpose, the term firearm shall have the same meaning given in section 921(a) of title 18 in the United States Code. The term weapon shall include but is not limited to, any other gun, BB gun, pellet gun, pistol, revolver, shotgun, rifle, machine gun, disguised gun, knife, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, slingshot, metal knuckle knife, box cutter, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious sprays, explosive or incendiary bomb, or any other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death.

Any violation of this policy will result in immediate disciplinary action up to and including termination.

### 504 **Anti-Bullying and Harassment Policy**

The School aims to maintain an environment in which all individuals feel they are treated with respect. To that end, we prohibit unlawful discrimination and harassment. We also prohibit intimidation or bullying, as defined below. This policy applies both in the School and at offsite events.

Bullying is the use of aggression with the intent to harm another individual. Bullying can include any written, verbal, or physical activity. When the action physically harms an individual or damages the individual's property, when the action interferes with an individual's peace of mind or ability to work, or when the act is severe, or part of a pervasive conductor pattern creates an intimidating or threatening work environment.

If an employee believes that they have witnessed or has been subjected to bullying, the employee should immediately report the incident using the complaint procedures described in this Policy. Individuals who violate this policy are subject to disciplinary action, up to and including termination of employment.

#### **Definitions**

- **Bullying or Harassment:** Bullying is the use of aggression with the intent to harm another individual. Bullying can take many forms. While it is not possible to list all those acts that may constitute bullying and therefore violate this policy, bullying can include the creation of a hostile environment by conduct, threats, intimidation, or abuse, including cyberbullying, that:
  1. has or would have the effect of unreasonably and substantially interfering with a student's or an employee's performance, opportunities or benefits, or mental, emotional, or physical well-being;
  2. reasonably causes or would reasonably be expected to cause a student or employee to fear for their physical safety;
  3. reasonably causes or would reasonably be expected to cause physical injury or emotional harm to a student or employee; or
  4. occurs off School property and creates or would reasonably create a risk of substantial disruption within the School environment, where foreseeable that the conduct, threats, intimidation, or abuse might reach school property.
- **Acts of Bullying and Harassment:** These include those acts based on a person's actual or perceived characteristics or group membership, including, but not limited to race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (which includes a person's actual or perceived gender, as well as gender identity and expression).
- **Conduct, Threats, Intimidation, or Abuse:** These include verbal and non-verbal actions.
- **Cyberbullying:** bullying or harassment that occurs through any form of electronic communication.
- **School Property:** In or within any building, structure, athletic playing field, playground, parking lot, or land contained within the real property boundary line of a public elementary or secondary school or in a school bus.

#### **Dignity Act Coordinator**

The School Dignity Act Coordinator ("DAC") is the Director of Culture. The DAC is responsible for implementing this policy.

#### **Applicability**

This policy applies to all students, personnel, visitors, vendors, volunteers, and any other people on school property, school events off school property, or whose behavior is connected to or has an impact on the School.

#### **Prohibited Behavior**

- Bullying or harassment against students or employees by students, employees, or anyone else on school property and at school-related events or activities or in connection with the School, including but not limited to:



1. physical bullying or harassment, including but not limited to hitting, kicking, tripping, pinching, or pushing, or damaging personal property;
  2. verbal bullying or harassment including, but not limited to, name-calling, insults, teasing, intimidation, discriminatory remarks, or verbal abuse; and
  3. covert bullying or harassment including, but not limited to, lying, spreading rumors, making negative facial or physical gestures, socially excluding someone, or encouraging others to exclude someone.
- Cyberbullying against students or employees by students, employees, or anyone else on school property and at school-related events or activities or in connection with the School using the internet, mobile phones, or other digital technologies to harm others either in or out of school including, but not limited to, threats, bullying, or harassment through email, instant messaging, texting social media websites, or social media applications.

### **Consequences and Corrective Action**

The School will investigate allegations of prohibited conduct and take appropriate disciplinary actions. If the School finds that a person has engaged in prohibited behavior, the School may take one or more of the following actions against members of the following groups.

- Students: admonition; temporary removal from the School; deprivation of privileges; prohibition from access to school facilities; classroom or administrative detention; in-school suspension; out-of-school suspension; suspension from after-school programs; any form of discipline described in the School's Student Code of Conduct; or expulsion.
- Employees: fine; withholding of increment; suspension; termination; or appropriate legal action or referral to outside legal authorities.
- Others: exclusion from school grounds or properties; appropriate legal action or referral to outside legal authorities; termination of service agreements or contracts; or ethics charges.

The School will submit an annual report listing all material bullying or harassment incidents to the New York State Education Department.

### **Reporting and Investigating Bullying**

All School personnel will be responsible for addressing bullying, harassment, or any situation that threatens the emotional or physical health of any students, employees, or any person who is lawfully on school property or at a school event off of school property.

Students who have been bullied or harassed, parents whose children have been bullied or harassed, or other students who observe bullying or harassment are encouraged and expected to make a verbal and/or written complaint to any school staff member per this policy and any other applicable policies.

If any employee of the School observes bullying or receives a report of bullying, they shall immediately forward the information to the DAC. Once the DAC receives a report of bullying or harassment, the DAC will immediately begin an investigation. In conducting the investigation, at a minimum, the DAC will request statements from all school employees, students, or parents who witnessed or received reliable information regarding the incident. The DAC will report the investigation results to the Executive Director, who will determine what disciplinary or other action to take.

### **Education**

- Students: the School will require students to attend at least one anti-bullying session per year. They will learn the appropriate bullying/harassment reporting procedures and the resources the School provides relating to anti-bullying and harassment efforts.
- Parents: the School will provide parents with information about how to report bullying and how to help their children with bullying issues.
- Teachers and Administrators: the School will provide teachers and administrators with at least one training session each year on bullying prevention, how to create a climate of mutual respect, how to create a safe-space environment, and how to report incidents of bullying and harassment.
- Social Workers: the School will provide social workers with training regarding how to prevent bullying and how students feel from bullying.

### **Student Code of Conduct**

The School has adopted the Student Code of Conduct (the "Code") for the maintenance of order on school property, and the School will apply this policy consistently with the Code.





## Non-Retaliation

The School will not permit retaliation against anyone because that person has participated in the good faith filing or investigation of a complaint of bullying.

## 505 Anti-Sexual Harassment Policy

The School strives to create and maintain a work environment in which people are treated with dignity, decent and respect. The environment of the School is characterized by mutual trust and the absence of intimidation, oppression and exploitation. The School will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the School will seek to prevent, correct and discipline behavior that violates this policy.

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

## Prohibited Conduct Under this Policy

The School, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

- **Discrimination -**
  - It is a violation of the School's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information or marital status.
  - Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.
  - Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.
- **Harassment -**
  - The School prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the School.
  - The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:
    - Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
    - Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.
- **Sexual Harassment -**
  - Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under [Company Name]'s anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."
  - Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:
    - Is made explicitly or implicitly a term or condition of employment.
    - Is used as a basis for an employment decision.
    - Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.
  - Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:
    - Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and



verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.
- Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

### **Consensual Romantic or Sexual Relationships**

The School strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of the School enters into a consensual relationship that is romantic or sexual in nature with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Director of HR or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, the School has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to the School, the School will review the situation with HR in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the Executive Director will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

### **Retaliation**

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

### **Confidentiality**

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

### **Complaint Procedure**

The School has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The company will treat all aspects of the procedure confidentially to the extent reasonably possible.



1. Complaints should be submitted as soon as possible after an incident has occurred, in writing using the Anti-Sexual Harassment Form found in Appendix D. The Director of HR may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the Director of HR will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the Director of HR will notify senior management and review the complaint with the company's legal counsel.
3. The Director of HR will initiate an investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the Director of HR, together with legal counsel or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, the Director of HR or other person conducting the investigation will submit a written report of their findings to the company. If it is determined that a violation of this policy has occurred, the Director of HR will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:
  - a. the severity, frequency and pervasiveness of the conduct;
  - b. prior complaints made by the complainant;
  - c. prior complaints made against the respondent; and
  - d. The quality of the evidence (e.g., firsthand knowledge, credible corroboration).
  - If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of HR may recommend appropriate preventive action.
7. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of HR and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the Director of HR will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

### **Alternative legal remedies**

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

The School's desire to resolve all complaints of harassment, discrimination, and retaliation through its internal complaint resolution process is described above. However, the School also recognizes an individual's right to seek assistance from outside agencies. Aside from the School's internal process, individuals who believe they may have been harassed, discriminated against, and/or retaliated against may choose to contact the governmental entities. For examples:

#### *The United States Equal Employment Opportunity Commission (EEOC)*

The EEOC enforces federal anti-discrimination laws. An individual can file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe harassment, discrimination, or retaliation. The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email [info@eeoc.gov](mailto:info@eeoc.gov).

#### *New York State Division of Human Rights (DHR)*

The Human Rights Law (HRL) applies to employers in New York State concerning harassment, discrimination, and retaliation. It protects employees, applicants for employment, and interns, regardless of immigration status, from harassment, discrimination, and retaliation. The HRL also protects certain "non-employees" from sexual harassment (protected non-employees include individuals who are (or are employed by) contractors, subcontractors, vendors, consultants, or providing services in the workplace), regardless of immigration status. A complaint alleging violations of the Human Rights Law may be filed either with the DHR or in New York State Supreme Court. DHR's primary office contact information is the NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may also call (718) 741-8400 or visit [www.dhr.ny.gov](http://www.dhr.ny.gov).

#### *Local Protections*

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town where they live to find out if such a law exists. For example, individuals who work in New York City may file harassment complaints with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau



of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212)306-7450, or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml)

Remedies available for violations of federal, state, or local law include monetary damages, attorneys' fees, and in some instances, punitive damages.

### **Education and Training**

The School will inform all students, families, and staff members of this policy. All staff and school personnel will be required to attend yearly training on sexual harassment prevention and reporting procedures.

### **506 Mandatory Reporters**

All mandatory reporters, including, but not limited to, teachers, guidance counselors, psychologists, social workers, nurses, administrators, and other school personnel required to hold a teaching or administrative license or certificate, are legally required to report all suspects of abuse cases or mistreatment. If an employee is unsure of their status as a mandatory reporter, they must immediately speak with the Director of Guidance.

The School recognizes that its employees, because of their sustained contact with school-aged children, are in a position to identify abused and maltreated children and refer them for treatment and protection. The purpose of mandatory reporting is to identify suspected abused and maltreated children as soon as possible so that such children determined to be abused or maltreated can be protected from future harm. Where appropriate, they can be offered services to assist them and their family. Therefore, if an employee is a mandatory reporter and has reasonable cause to suspect that a child coming before them is an abused or maltreated child, the employee shall notify the Director of Guidance immediately. The Director of Guidance will take the appropriate next steps.

School personnel who in good faith make a report or take photographs of injuries and bruises have immunity from any liability, civil or criminal. The good faith of a mandatory reporter of child abuse or maltreatment is presumed. Alternatively, any person required to report suspected cases of child abuse or maltreatment and who willfully fails to do so may be found guilty of a Class A misdemeanor and may be held civilly liable for the damages caused by this failure.

All School employees should refer to the School's Reporting Guidelines for Child Abuse outside the Educational Setting and Child Abuse in an Educational Setting Policy, attached as Appendix B, for more detailed information, including definitions, reporting procedures, and confidentiality. Employees should also speak with the Director of Guidance if they have any questions concerning mandatory reporting. The School will not retaliate in any way against an employee who makes such a report based on the employee's reasonable, good-faith suspicion of child abuse or mistreatment.

### **507 Visitors**

The School recognizes that many visitations will occur during regularly scheduled events, including parent-teacher organization meetings or conferences, public gatherings, registering of pupils, and Board and Committee meetings. However, the School also recognizes and welcomes the fact that parents, guardians, siblings, community members, professionals, spouses, or friends may want to visit the School outside of regularly scheduled events. To maintain safety and security, the School's policy is that the Executive Director must first approve any such visits outside of a regularly scheduled event. Any staff member who would like to arrange for any person to visit the School or has been informed by any person that they would like to visit the School shall first obtain permission from the Executive Director before scheduling the visit.

The School acknowledges that visits can be constructive; however, no such visit shall interfere with the educational process. If an employee believes that a person's visit to the School is disruptive, the employee may, (based on the specific disruptive behavior) either politely ask the person to modify their behavior, or bring the disruption to the attention of someone on the Leadership Team.

Upon arrival at the School, all persons who are not students or staff of the School shall report immediately to the security desk's sign-in area. The visitor shall be required to provide positive picture identification and sign-in on the visitors' log. At that time, the security officer shall provide the visitor with an identifying sticker, that the visitor is required to display prominently on their person at all times while at the School. Upon the visit's conclusion, the visitor shall return to the security desk to sign-out on the visitors' log. To assist with this procedure's efficiency, we ask that employees inform visitors of this procedure before arrival.

Furthermore, the School requires all employees to assist in the enforcement of this policy. Suppose an employee observes an individual on school property, during school hours who is not an employee or student of the School and is not wearing an identifying sticker. In that case, the employee shall approach the individual, request their identity and purpose of their visit, and escort them to the



sign-in area to sign-in and receive the appropriate visitor identification. If an employee feels that a person they observe poses a threat, they should not approach the individual. Instead, the employee should immediately inform someone from the Leadership Team.

### **508 Smoking Policy**

In accordance with New York State law, the School prohibits smoking on all parts of its property. Violation of this policy will result in discipline up to and including termination of employment. Further, any School employee who wishes to smoke outside of School property must do so beyond a one-block square radius.

### **509 Security Inspections**

In order to protect the safety of all members of the School community, the School reserves the right to search an employee's office, workspace, desk, and/or locker if deemed necessary for School-related educational or business purposes.

### **510 Employee Grievance Procedure**

The School encourages its employees to address and resolve any problems or grievances they may have with another employee, a supervisor, or the School. It is often most effective to discuss the problem or situation with a direct supervisor to resolve an issue. Therefore, the School asks that its employees use this informal direct conversation procedure to address grievances as they arise to prevent small issues from growing into large misunderstandings or problems. If an employee believes it would be inappropriate to discuss the problem with their direct supervisor, the employee should contact the Director of HR, Executive Director or the Board President.

Suppose an employee feels the resolution resulting from a discussion with their direct supervisor is unsatisfactory or believes the grievance they have requires a more formal approach. In that case, the employee should submit a written complaint to the Executive Director outlining the problem and any evidence they have of the problem. Upon receipt of the complaint, the Executive Director will, within ten (10) school days, schedule a time to discuss the problem with the employee. Following the discussion, the Executive Director will thoroughly investigate the complaint, including speaking with other School employees if necessary, and will render a written decision and resolution within ten (10) school days.

Upon receipt of the Executive Director's written decision, the employee may choose to appeal to the Board if they are not satisfied with the Executive Director's resolution. To do so, the employee must, within ten (10) school days, submit to the Board President a written request for review by the Board. The Employee and the Executive Directors shall provide all materials concerning the complaint to the Board President. The Board President may also request that other employees or persons involved submit a written statement setting forth any information they may have.

The Board shall schedule a meeting no more than fifteen (15) school days following the receipt of all materials and notify all concerned parties of the meeting's time and place. At the meeting, any party that so chooses shall have the right to present further oral or written statements or testimony. The Board shall render a final written decision within fifteen (15) school days of the meeting.

All grievance matters will be handled with discretion. The confidentiality of individual employees' concerns shall be maintained unless others' involvement is necessary to resolve the problem or unless the problem is of a nature that, by law, others must be involved.

Employees should note that this grievance procedure should only be used when the employee's complaint does not fall within any of the School's other complaint policies such as the Anti-Bullying and Harassment Policy or the Anti-Sexual Harassment Policy.





# Employee Conduct

## 601 Adherence to Laws, Policies, Procedures, Rules, and Regulations

School employees shall adhere to and shall take all proper measures to carry out all applicable laws, policies, procedures, rules, and regulations set forth by the State of New York, the City of New York, and the Board. These laws, policies, procedures, rules, and regulations include, but are not limited to, the New York State Charter School Law, the Employee Handbook, School by-laws, and School practices or policies. Further, employees shall also adhere to, carry out, and enforce appropriate resolutions approved by the Board. If any such policies, procedures, rules, regulations, or resolutions of the School conflict with this Handbook or with New York State law, the specific terms of this Handbook or State law shall control.

## 602 Employee Conduct and Work Rules

Appropriate behavior, cooperation, professionalism, and good judgment are every employee's responsibility at the School. Every employee's behavior should be consistent with the School's culture of respecting each other's varied backgrounds and with the School's professional and educational work environment. The following are some examples of inappropriate behavior that will be considered serious infractions of an employee's responsibilities and may result in disciplinary action, including termination:

- Unsatisfactory job performance.
- Excessive lateness or absenteeism, including failure to return to work after an authorized leave of absence, unless such failure to return is approved in writing in advance by the Principal.
- Disclosing School, student, or employee information to unauthorized individuals without proper approval or any other breach of the School's policy on confidentiality.
- Withholding or falsifying information on an application for employment or a resume.
- Using or being under the influence of alcohol, controlled substances, or illegal drugs or being in possession of, selling, or distributing illegal drugs or alcohol during working hours, on school property, or while conducting School business.
- Unauthorized removal of or deliberate damage to School property.
- Improperly altering, falsifying, or removing School records.
- Behavior that is disruptive and/or inappropriate for a school environment.
- Putting the well-being of a person in the care of the School at risk.
- Inappropriate contact with a student or any other person connected to the School.
- Smoking on School premises or within a one-block square radius of the School's property.
- Discrimination or harassment in violation of the School's policies.
- Dishonesty, fraud, or theft.

Discipline may include any of the following, at the School's sole discretion:

- Verbal counseling by the employee's supervisor or the Principal.
- Written warning by the employee's supervisor or the Principal.
- A performance improvement plan, which may include referral to counseling or training.
- Suspension without pay or probation.
- Withholding a discretionary bonus or promotion.
- Reduction in salary.
- Demotion or removal of job responsibilities.
- Termination of employment.
- The involvement of law enforcement authorities.

Nothing in this section is intended to change the at-will nature of any employee's employment. Consistent with the terms of at-will employment, the School reserves the right to determine the appropriate level of discipline, including immediate termination, without first taking other disciplinary measures.

## 603 Confidential Information

While employed at the School, employees will have access to confidential information. All employees of the School must agree to safeguard all confidential information and follow the School's procedures and policies regarding the protection of confidential school, student, and staff information. The obligation to maintain school confidentiality, student and staff information shall survive an employee's departure from the School or termination of employment.

## 604 Copyrights

By signing the Handbook, employees acknowledge that the entire right, title, and interest of any and all writings or other creations they may prepare, create, write, initiate, or otherwise develop as part of their efforts while employed by the School, will be considered the property of the School. This includes, but is not limited to, any development of curriculum or programs. These works



are the School's sole and exclusive property, and the School has the sole right to any copyright, patent, or trademark as applicable. Employees hereby assign and transfer all rights, title, and interests in any such works, including, without limitation, all patent, trademark, and copyright rights that exist now or may exist in the future. Employees further agree that, within a reasonable amount of time and without compensation or limitation, upon request, they will execute and deliver any and all papers or instruments including assignments, declarations, applications, powers of attorney, and other documents, that in the School's opinion may be necessary or desirable to secure the School's full enjoyment of all rights, title, and interests herein assigned.

Additionally, employees agree not to charge the School for the use of materials or works. The employee holds the copyright, trademark, or patent obtained before the employee's commencement of employment with the School.

## **605 Conflict of Interest**

### **Interested Person**

The General Municipal Law defines prohibited conflicts of interest for school trustees, officers, and employees. Under the General Municipal Law, no school officer or employee may have an interest, direct or indirect, in any contract with the School, when such officer, trustee, or employee, individually or as a member of the Board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract, or authorize or approve payment under the contract; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any of the powers or duties set forth above.

### **Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest, other than de minimis, in any entity with which the School has a transaction or arrangement;
- A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
- A potential ownership or investment interest, other than de minimis, in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors having a value of \$100.00 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 the performance of a trustee, official or employee in his/her official duties, or was intended as a reward for any official action.

### **Duty to Disclose**

Any trustee, officer or employee who has, will have, or later acquires an interest in any actual or proposed contract with the Board must publicly disclose the nature and extent of such interest in writing to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

### **Determining Whether a Conflict of Interest Exists**

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. After disclosing the financial interest and all material facts, and after any discussion with the interested person, they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Notwithstanding anything herein, the following contracts are exempt from this policy, including but not limited to, employment contracts between the School and a board member or employee's spouse, minor children or dependents; a contract between the School and a corporation of which the board member or employee is neither a director nor owns more than five percent of outstanding stock; a contract between the School and a board member or employee entered into preceding the election of the board member but not the renewal/renegotiation of that contract; a contract between the School and a board member or employee in which the total paid does not exceed \$750.00 during the fiscal year when added to the aggregate amount of consideration payable under all contracts pertaining to that individual; a contract between the School and a company that employs a board member or employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of such a contract; and purchases, in the aggregate amount of Five Thousand Dollars (\$5,000) or less in any single calendar year. No review or action by any governing board or committee shall be necessary if an exception applies.



## **Procedures for Addressing a Conflict of Interest**

An interested person may make a presentation at the governing board or committee meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

Suppose a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest. In that case, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest, for its benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

## **Violations of the Conflicts of Interest Policy**

If the governing board or committee has reasonable cause to believe a trustee, officer, or employee has failed to disclose actual or possible conflicts of interest. It shall inform the trustee, officer, or employee of the basis for such belief and allow the member to explain the alleged failure to disclose.

If, after hearing the trustee, officer or employee's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the trustee, officer or employee has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Any contract entered into with a prohibited interest is null, void, and unenforceable. Further, any trustee, officer, or employee who willfully and knowingly violates this policy shall be guilty of a misdemeanor.

## **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- The names of the persons who disclosed or otherwise were found to have a financial interest in connection with any actual or possible conflict of interest, the nature of the financial interest, any action is taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest existed.
- The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **Compensation**

A voting member of the governing board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **Annual Statements**

Each trustee, officer, and employee shall annually sign a statement which affirms such person:

- Has received a copy of the Code of Ethics and Policy on Conflicts of Interest,
- Has read and understands the Code of Ethics and Policy,
- Has agreed to comply with the Code of Ethics and Policy, and
- Understands the School is charitable and to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.





## Periodic Reviews

To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## 606 Dress Code

While on school property or representing the School, all employees shall maintain an appearance that is neat, clean, and consistent with a professional atmosphere. The School's dress code is business casual, such as khakis, polos, button-downs, ties, appropriate length skirts, etc. Employees should always keep in mind the impression one's appearance can make on students, families, visitors, and other employees and that proper attire and appearance will help promote student and employee safety. Therefore, the School feels it is inappropriate to come to work in sneakers, house slippers, flip flops, leggings, provocative or revealing outfits, shorts, dirty, torn or ripped clothing distressed jeans; sheer garments; and sweat or jogging suits. Suppose any member of the School's leadership considers an employee's dress to be inappropriate. In that case, the employee will be asked to change or leave the premises immediately, and the employee may be docked pay or annual leave for any lost time.

When appropriate, the Executive Director makes exceptions to this dress code in advance when an employee's position traditionally requires less formal attire. Furthermore, the Executive Director may deem particular days during the School year as "casual workdays," during which employees will be allowed to wear less formal attire. Attire on "casual" days must still, however, be neat and appropriate for a school setting.

## 607 Cellular Phone Use Policy

To provide ongoing support to students and their families, and ensure clear communication among the professional community, the School provides certain staff members with cellular telephones. These cell phones are the property of the School. Cell phones are to be utilized solely for professional purposes relating to the School.

Please note that the following cell phone expenses are strictly prohibited:

- Directory assistance
- Special ringtones and other unnecessary accouterments
- International calls

Charges related to each cell phone number are reviewed each month by the Director of Finance or his designee. If abuse of this policy is discovered, the matter is directed to the offending staff member's direct supervisor.

If charges result for calls that go over the amount of minutes allowed in the plan, the staff member to whom it was assigned will be personally responsible for the reimbursement of those charges to the School.

If a cell phone is lost or stolen, the staff member to whom it was assigned will be personally responsible for the phone's replacement cost. If an employee is terminated or resigns from the service of the School, the cell phone will be returned before the end of the separating employee's final day of work.

## 608 Technology Usage Policy

This policy applies to all laptop and desktop computers that are property of the School, whether inside or outside of the School premises. All staff members are expected to follow all aspects of this policy when using any of the School's computers at any location.

The School allows its employees to use the School's computers both inside and outside the School in order to enhance, enrich, and facilitate teaching and administrative duties as well as School communications. The School's computers are only to be used as a productivity tool for School-related business, curriculum enhancement, research, and communications. Staff members may use the School's computers for limited personal purposes subject to this policy. Staff members shall exercise appropriate professional judgment and common sense at all times when using the School's computers.



All computers and related equipment and accessories are the School's property and are provided to staff members for a period of time as deemed appropriate by the School's administration. As a condition of their use of the School's computers, staff members must comply with and agree to all of the following:

- Prior to being issued one of the School's computers, staff members will sign the Technology Acceptance Form and agree to all outlined rules and instructions.
- Staff members should not attempt to install software or hardware or change the system configuration including network settings without prior consultation with the Director of IT. This includes installing software, modifying the operating system or installed applications, adding additional hardware, or moving computer systems from their assigned locations.
- Staff members are expected to protect School computers from damage and theft.
- Each staff member is monetarily responsible for any hardware damage that occurs off School premises and/or software damage (including labor costs).
- Staff members will not be held responsible for computer problems resulting from regular School-related use; however, staff members will be held personally responsible for any problems caused by their negligence as deemed by the School's administration.
- Staff members will provide access to any computer, equipment, and/or accessories they have been assigned upon the School's request.

### **General Computer Use Rules**

If an employee has important data on the computer such as grades, tests, or exams, the employee must back it up on the network folder as a safety precaution against hard drive failure.

Staff members will not place drinks or food in close proximity to the computer.

In the case of laptops:

- Extreme temperatures or sudden changes in temperature can damage a laptop. Staff members will not leave a laptop in an unattended vehicle or any other area that may be subject to these conditions.
- When using the laptop, it will be kept on a flat, solid surface so that air can circulate through it. For example, using the laptop while it is directly on a bed can cause damage due to overheating.
- The laptop will always be plugged into the supplied surge protector when it is plugged in or charging.
- Since the laptop's keyboard and touchpad are permanently attached to the rest of the system, hands must be clean of lotion, dirt, and dust before using them.
- Employees will be held personally responsible for any School laptop computers, equipment, and/or accessories that are stolen during the time the technology has been assigned.

### **Computer and Email Use**

Computers, computer files, the email system, and software furnished to employees are the School's property and are only intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

The School strives to maintain a workplace that is free of harassment and sensitive to the diversity of its employees. Therefore, the School prohibits the use of its computers and email system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, using the technology to make ethnic slurs, racial comments, off-color jokes, or for anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The School purchases and licenses the use of various computer software systems for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the School does not have the right to reproduce such software for use on more than one computer, except as expressly provided in the license or purchase agreement and therefore requires its employees to not engage in such behavior. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The School prohibits the illegal duplication of software and its related documentation.

Employees should notify the Director of IT upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.



## Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by the School to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of the School and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful. Employees must use their School provided email to conduct all School business. All emails must be retained and should never be deleted.

The equipment, services, and technology provided to access the Internet remain at all times the property of the School. As such, the School reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

The deliberate alteration of system files or accessing any restricted files of the School is prohibited as is the use of the School's computer resources to create or propagate computer viruses, cause damage to the School's computer files, or disrupt computer services.

Abuse of the Internet access provided by the School in violation of law or any of the School's policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally responsible for any violations of this policy. The following, by way of example, are previously stated and additional behaviors, actions, and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the School
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the School or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the School's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the School's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities



## **609 Use of Social Media**

Employees should refrain from using social media including, but not limited to Facebook, Twitter, LinkedIn, Instagram, Pinterest, blogs, virtual worlds, and chatrooms during work time or on School equipment, unless such use is work-related and is authorized in advance by the employee's supervisor. Employees should not use School-provided email addresses to register for social networks, blogs, or other online programs that are personal in nature, unless approved in writing by the Principal.

Outside of work or when authorized by the employee's supervisor, employees using social media must always be fair and courteous to fellow employees, students, potential students, families, potential families, vendors, suppliers, clients, potential clients, business associates, board members, donors, or anyone who works for, with, or on behalf of the School.

The School asks that employees keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or supervisors than by posting complaints to social media sites. Nevertheless, if employees choose to post complaints or criticisms relating to the School, they should avoid using statements, photos, videos, or audio recordings that could reasonably be viewed as malicious, obscene, threatening, or intimidating and/or that disparage fellow employees, students, potential students, families, potential families, vendors, suppliers, clients, potential clients, business associates, board members, donors, volunteers, or anyone who works for, with, or on behalf of the School. Examples of such conduct might include offensive posts intentionally meant to harm someone's reputation or posts that could contribute to a hostile work environment in violation of any of the School's policies. Further, employees shall not, at any time, post slurs, obscenities, or personal attacks that could reasonably be viewed to damage the reputation of the School or its employees, students, potential students, families, potential families, vendors, suppliers, clients, potential clients, business associates, board members, donors, volunteers, or anyone who works for, with, or on behalf of the School.

Furthermore, employees shall never post or share on social media financial, confidential, sensitive, or proprietary information about the School or its employees, students, potential students, families, potential families, vendors, suppliers, clients, potential clients, business associates, board members, donors, volunteers, or anyone who works for, with, or on behalf of the School.

The School has the right to and may monitor content posted by employees or on employees' page(s) on the internet. Any violation of this policy may result in discipline up to and including termination.

Nothing contained in this policy is intended to interfere with employee rights under the National Labor Relations Act. If there is a conflict between policy language and the current state of the law, the conflict will be decided in favor of the law.

## **610 Public Statements to Community and Media Contacts**

Employees may occasionally receive a call from a member of the community, the press, or other media soliciting statements on various issues. If an employee receives such a request the employee shall not respond and shall forward or refer the contact to the Board and the Principal. All School official policy or position statements are to be made only by the Board or the Principal.

Employees must at all times refrain from giving the impression that their personal views and positions are endorsed by the School. If any personal statements are given to the public, particularly on controversial issues, the employee must make it clear that the statements are not presented as the School's position or policy.

## **611 Interaction with the Community**

As an employee of the School, it is of the utmost importance to be courteous, respectful, and professional in all interactions with the School's community, including students, parents, families, outside professionals, consultants, visitors, local elected officials, and local community members. We ask that all our employees consider the reputation and future of the School in all aspects of any statements they may make about or things they do for the School. It is important to realize that impressions can constantly change and that every interaction we have with the community can strengthen or weaken the community's perception of our School. The School relies on its employees to help it build an enduring, positive impression on the community.

## **612 Outside Employment or Professional Activities**

Upon obtaining prior written approval of the Principal, an employee may undertake outside professional activities including, but not limited to, consulting, speaking or writing engagements, or lecturing, so long as such activities do not interfere with the full and faithful discharge of the employee's duties. The activities shall occur outside of School work hours and the School shall in no way be responsible for any expenses or liabilities attendant to the performance of such activities.

All School employees must refrain from any activities, of any kind, in any business competitive with the School. By signing this Handbook you acknowledge that you will not engage in any activity that may produce a conflict of interest with the School. If you engage in such competitive activity, you may be subject to discipline, up to and including termination. Further, outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work



overtime or different hours. If the School determines your outside work or activities interfere with your performance, you may be asked to terminate the outside engagement or you may be subject to discipline, up to and including termination.

### **613 Political Activity**

The School recognizes that employees, in their individual capacities, may participate in the political process by supporting political parties, candidates, or causes. However, the School is a tax-exempt organization that is prohibited from directly or indirectly participating in any political campaign or supporting the position of any candidate for office. This means that the School may not contribute anything of value (including employee time) to political campaigns, publish or distribute materials on behalf of any candidate or party, or engage in any other activity that may be considered in support of or in opposition to any candidate. Employees may contribute, in their individual capacity, to a political campaign or cause; however, employees may not be compensated or reimbursed by the School for these personal contributions. Therefore, any School employee's efforts devoted to political activity must occur outside working hours.

Employees must never represent or give the appearance that their opinions or statements about political issues are those of the School. Additionally, the wearing of political badges, hats, or other political paraphernalia is prohibited in the workplace, at School-sponsored events, and at meetings.

### **614 Drug and Alcohol Use**

The School maintains a drug and alcohol-free environment. The School strictly prohibits the use of illegal drugs and alcohol in the workplace and prohibits employees from being under the influence of illegal drugs or alcohol while in the workplace. School employees will be subject to immediate dismissal if found in possession of or selling or distributing alcohol or illegal drugs on School property or while conducting School business. When appropriate, the School may refer an employee to approved counseling or rehabilitation programs.

School employees are also prohibited from the misuse or abuse of prescription and over-the-counter ("OTC") drugs. Employees who are using prescription or OTC drugs for existing medical conditions must inform the Director of HR of such treatment to discuss the necessity of temporary alteration of job duties if, and only if, the drugs (1) may have side effects that could affect job performance or (2) alter an employee's physical or mental abilities in such a way as to pose an immediate risk of harm to others. Such information will be kept strictly confidential and shall not be disclosed to other parties, including the employee's immediate supervisor, except as necessary to provide the employee with reasonable accommodation for a disability.

Nothing in this policy is intended to prohibit the moderate consumption of alcohol at work-related social functions sponsored by the School or functions attended by School employees on the School's behalf.



## Departure from the School

### 701 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the School. While notice of resignation as far in advance as possible is desirable in order to maintain operational consistency within the School, exempt employees must provide at least four (4) weeks' written notice and non-exempt employees must provide at least two (2) weeks' written notice. The employee must submit their notice of resignation to both the Executive Director and the Director of HR. If an employee does not provide advance notice as required, the employee will be considered ineligible for rehire. During the resignation notice period, employees cannot utilize paid time off other than scheduled School holidays.

Prior to an employee's departure, an exit interview will be scheduled to discuss the employee's reasons for resignation and the effect of the resignation on the employee's benefits. Salary payments will terminate upon the employee's final day of work.

### 702 Unexcused Absence

When an employee fails to contact the Executive Director and is absent from work for three (3) consecutive working days without notice, or fails to return at the end of a vacation, holiday, leave of absence, or any other time off, the School shall consider the employee to have resigned without giving proper notice. The resignation shall be considered effective on the initial date of absence.

### 703 Reduction of or Change in Workforce

Under certain circumstances, it may be necessary or beneficial for the School to phase-out or eliminate certain job classifications, positions, employment categories, or departments. The Board, in its sole discretion, will, based on the needs of the School, determine the job classifications, positions, employment categories, or departments that will be phased-out or eliminated. Any employee who is terminated due to a reduction of or change in workforce will be entitled to a compensation package that shall be negotiated between the Board, the Principal, and the Employee.

### 704 Termination

Absent an employment contract in writing, signed by both the employee and the Board, employees of the School are considered at-will, and therefore employment may be terminated at any time and for any reason or no reason, with or without notice.

In most cases, within fourteen working days of an employee's termination, the School will give the terminated employee a written notice of the exact date of termination and the exact date of the cancellation of employee benefits connected with the termination.

### 705 Return of School Property

Upon any departure or separation from the School, employees are required to return any and all School property in their possession which may include, but is not limited to, keys, identification card, equipment, and confidential information or files. If an employee fails to return any School property within one (1) week of their final day of work, the employee may be required to compensate the School for its loss.

### 706 Arbitration

To the fullest extent permitted by law, all disputes between an employee (and their attorneys, successors, and assigns) and the BOARD and/or the School (and its directors, officers, employees, agents, successors, attorneys, and assigns) relating in any manner whatsoever to the employee employment or termination, without limitation, (hereinafter "Arbitrable Claims") shall be resolved by arbitration. All persons and entities specified in the preceding sentence (other than the BOARD and/or the School and the employee) shall be considered third-party beneficiaries of the rights and obligations created by this Section on Arbitration. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable workers' compensation law, unemployment insurance, claims based upon an employee pension or welfare benefit plan covered by the employee Retirement Income Security Act, as amended, or whistleblower claims brought pursuant to the Dodd-Frank Act, and any action brought by the BOARD and/or the School against the employee for injunctive relief. By way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Worker Adjustment Retraining and Notification Act, the Family and Medical Leave Act, the Americans with Disabilities Act, and the applicable state and local employment laws, all as amended, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims for wages or other compensation due.





Arbitration of Arbitrable Claims shall be in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association, as amended (hereinafter "AAA Employment Rules"), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Employment Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. All arbitration hearings shall be conducted in a location in close proximity to the School. The decision of the arbitrator shall be in writing and shall include a statement of the essential conclusions and findings upon which the decision is based. AS TO ANY ARBITRABLE CLAIMS, EACH PARTY INDIVIDUALLY HEREBY WAIVES ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY OR BENCH TRIAL OR OTHER JUDICIAL RESOLUTION AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE AND, UNLESS PROHIBITED BY LAW, THE RIGHT TO BRING, MAINTAIN, PARTICIPATE IN, OR RECEIVE MONEY FROM ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR OTHERWISE. EMPLOYEES ALSO UNDERSTAND THAT THE BOARD and/or the School MAY SEEK TO ENFORCE ALL CONDITIONS OF EMPLOYMENT, INCLUDING THE AGREEMENT TO ARBITRATE ALL CLAIMS AND THE AGREEMENT TO FOREGO PURSUING ANY CLAIM ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS, AND MAY ASSERT THE EMPLOYEE HANDBOOK AS A DEFENSE IN ANY PROCEEDING. ALL DISPUTES COVERED BY THIS CLAUSE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. ANY ARBITRATION RULING CONSOLIDATING THE DISPUTES OF TWO OR MORE EMPLOYEES OR ALLOWING CLASS OR COLLECTIVE ACTION ARBITRATION WOULD BE CONTRARY TO THE INTENT OF THIS SECTION AND WOULD BE SUBJECT TO IMMEDIATE JUDICIAL REVIEW.

All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Employment Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. However, if an employee asserts statutory claims, the employee will not be required to pay the fees or costs associated with arbitration to the extent such fees and costs exceed the fees and costs that would be incurred were the same claims asserted in a judicial forum. If the allocation of responsibility for payment of the arbitrator's fees would render the obligation to arbitrate unenforceable, the parties authorize the arbitrator to modify the allocation as necessary to preserve enforceability. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims including, but not limited to, whether any particular claim is arbitrable and whether all or any part of the agreement to arbitrate is void or unenforceable.

All proceedings and all documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceedings, their counsel, witnesses and experts, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this subsection concerning confidentiality.

The rights and obligations set forth in this Section on Arbitration shall survive an employee's departure from the School or termination of employment.



# Appendix A

## WORKPLACE SAFETY PLAN

### Introduction

The safety and health of our employees is a primary concern of The Charter High School for Law and Social Justice (the "School"). The School has developed and implemented this Safety Plan to promote a safe work environment. The School will continue to improve and refine this program in order to provide a safe working environment and to comply with applicable federal, state, and local law and regulations.

Your safety and health is a shared responsibility between you and the School. The success of the School's Safety Plan depends as much on you as it does on the School. We encourage your participation in making the Plan work for the benefit of everyone. The Safety Plan is for your safety and your protection. Safety is a responsibility you share with the School and with all your fellow employees. It cannot be left to someone else.

It is important for you to understand all aspects of this Safety Plan as they apply to you. If you have any questions, contact the Director of Operations ("DOO") for clarification. It is better to ask questions now than to be injured later.

With your cooperation and involvement, the School will continue to provide a safe working environment.

### When an Accident Occurs

1. Report all injuries to employees and students, no matter how minor they may be, to the DOO and school nurse immediately.
2. The DOO will investigate the accident with you to determine how the accident occurred. This will help make sure the accident does not happen again to you or another employee.
3. Report all "close calls" to the DOO as you can. A close call one time might be an injury the next time. The DOO will also investigate close calls with you to determine how it happened and what steps need to be taken to avoid it from happening again.

### Working Safety

A work practice or procedure is how a task is performed. This includes steps taken before, during, and after performing a task to ensure it is completed safely. Safe work practices are activities and procedures that must be incorporated into a task to reduce the risk of injury to you and to other employees. Here are some examples:

#### Before

1. Are you mentally alert and physically fit to complete the task?
2. Have you evaluated the task from the safety/health point of view?
3. Do you have all the personal safety gear required to complete the task safely?
4. Have you inspected the tools and equipment needed for the task?
5. Are they the right tools and equipment for the task?

#### During

1. Concentrate on the work you are doing.
2. Make sure to consider the safety of others.

#### After

1. Leave a safe and healthy space that will not cause an accident.

### Safe Working Conditions

A work condition is related to the environment in which the task is being performed. Unsafe working conditions are hazards that are generally created by people, and can be eliminated by people. Here are some examples:

1. Are there slip, trip, or fall hazards in the work area? If so, please report to the DOO immediately.
2. Is the work area adequately ventilated? If not, report this to the DOO.

Safe work practices, when regularly practiced, will reduce the number of unsafe work conditions. The vast majority of injuries, as many as 85 percent, are caused by unsafe work practices and lack of safety awareness.



## Storeroom Safety

An overcrowded, unorganized storeroom is an accident waiting to happen. An improperly stored broom or mop may cause you to trip or injure yourself. Improperly stored chemicals can cause serious injuries and property damage. Items stored overhead and cause injuries. The following storeroom safety rules are intended to prevent such accidents.

1. Store tools safely: Each tool should have its place in the storeroom. Tools should be stored after inspecting them for safety hazards and cleaning them. Electrical cords should be neatly wrapped and secured on the tool. Keep extension cords neatly stored when not in use.
2. Store chemicals safely: Store flammable materials in a properly vented flammable liquids cabinet away from sources of ignition. All chemical containers must be properly labeled. Store chemicals according to instructions on container labels.
3. Weight can be a safety hazard: Heavier items should be stored on the middle and lower shelves at a height between the shoulders and knees. Be careful not to overload shelves.
4. Electrical and water heater rooms are not storerooms: Rooms with electric distribution panels and transformers are not storerooms. However, if these rooms must be used to store tools, equipment, and supplies, make sure there is a clear area at least 36 inches from electric panels, transformers, and water heaters. Floors in electric rooms must be free of liquids. Liquids must not be stored in electric and transformer rooms. A water heater is a source of ignition. Do not store flammable materials or gas powered tools in rooms with water heaters, electric panels, or transformers.

## Employee Responsibilities

1. Employees are responsible for working safely, not creating unsafe working conditions, using personal protective gear provided, reporting unsafe and unhealthful work conditions and practices, and reporting accidents and near accidents immediately.
2. If fellow workers are careless, bring it to their attention before they hurt themselves or someone else. The employee may not realize that their actions are unsafe. If the employee continues to work unsafely, report the situation to the DOO.
3. Horseplay on the job will not be tolerated. It could cause serious injury to you or your co-workers and result in disciplinary action.
4. Employees are not expected to, and are not allowed to, take chances or endanger the safety or lives of others in the performance of their responsibilities. Do not take chances or guess! When in doubt, ask the DOO to explain any task you do not fully understand.

## School Safety Plan

The School has established a School Safety Plan. The DOO will provide you with information relative to the Plan and your responsibilities.

All employees, without exception, are obligated to prepare themselves for competent service as part of the Plan and to render this service willingly in all of its manifestations: planning, evaluation, training, execution, and recovery. During an emergency/disaster situation, all employees will perform their responsibilities with a singleness of purpose—the protection of students and staff—for the length of time necessary to fulfill those responsibilities or until they are relieved.

Should a disaster or emergency occur during working hours, all employees will remain at their assignment under all circumstances unless officially released by the Principal or the Principal's designee.

## Tool Safety Program

Each power and hand tool has potential risks that must not be ignored. Regardless of the equipment type, care must be exercised to minimize the possibility of accident or injury. Do not take tools and the risk they pose for granted. Please follow the tool safety rules below:

1. All power tools come with user manuals: Read the manuals before using the tool and keep the manual handy for reference.
2. Familiarize yourself with the tool before use: Have an experienced user provide instructions on using the tool properly. Practice on a small area before taking the tool on the job. Remember, read the manual.
3. Prepare the tool for work: Inspect your tools before you use them. Check electrical cords for frayed wiring and defective plugs. If an extension is required, make sure the gauge wire in the cord is compatible with the power supply and tool. Examine the tool for cracks and safety defects. Cutting and boring tools must have sharp, clean cutting surfaces. Check for loose or missing bolts, screws, and knobs.
4. Wear required protective gear.
5. Avoid hazards when using tools: Clear the work area of trip and slip hazards and things that might get in your way while working. Designate the work area with safety cones or barrier tape when possible.
6. Use the tool safely: Maintain and use your tools safely. Keep a tight grip on the tool and position the tool comfortably close to you. Be mindful of others around you. Always shut off the tool when you are not using it and disconnect it from the power supply.



## Ladder Safety

Ladders are one of the most commonly used tools. However, they have many potential hazards. You can fall from ladders and drop objects, injuring others. Please follow the ladder safety rules below:

1. Use a ladder when it is needed: Do not stand on boxes, chairs, desks, or other items not designed as ladders. If you need to hang something in your classroom or elsewhere, you must use the appropriate step ladder.
2. Use the right type and size ladder for the job: Use a straight ladder if you must lean the ladder against a support. Do not use an "A" frame ladder in this situation—it is not the correct equipment for the job. Metal ladders may not be used when working on or near electrical circuits or power lines. "A" frame ladders are safer when they are ten feet or less high—never use one over twenty feet high.
3. Inspect the ladder before you use it: No ladder is safe if it is missing rungs, if the rungs or rails are defective, or if it is in a weakened condition. Wood ladders should be inspected for side rails that are cracked or split, and sharp edges or splinters on cleats, rungs, or side rails. Make certain spreaders can be locked in place. Be sure straight ladders have safety feet. If a ladder cannot be repaired, mark the ladder "UNSAFE-DO NOT USE" and report it to your supervisor for disposal.
4. Set up your ladder safely: If you must set up a ladder in a traffic area, use a barricade or guard to prevent unexpected collisions. Lock or block any nearby doors that might be opened in to the ladder. Keep the area around the ladder base uncluttered and free of trip, slip, and fall hazards. Avoid side-to-side tilting by resting the ladder base on a solid, level surface. When using a stepladder, make sure it is fully open and the spreader is locked. Position a straight ladder at a four-to-one ratio—this means the base of the ladder is one foot away from the wall or other vertical surface for every four feet of the ladder length to support the point. When using a ladder to climb onto a roof or platform, allow the ladder to extend at least three feet beyond the roof edge or other support. To avoid shifting, tie down straight ladders as close to the support point as possible. Never lean a ladder against an unstable fence. Never leave a ladder unattended.
5. Climb and descend ladders cautiously: Face the ladder and hold on with both hands. If you need tools, carry them in a tool belt or raise and lower them with a hand line. Do not take a chance on slipping—check ladder rungs and the bottom of your shoes for slippery substances.
6. Use common sense when working on ladders: Never reach or lean too far to either side. Move the ladder if needed. To maintain your balance, keep your belt buckle between the ladder rails. Do not climb higher than the second tread from the top on a stepladder or the third rung from the top on a straight ladder. Only one person may be on a ladder at a time. Do not place tools on the rungs or top of the ladder.

## Lifting Safely

Moving objects from one place to another is a task you commonly perform. Many times the only tool you use to do this job is your body. Therefore, it is just as important to keep your body in shape for the task as it is any other tool you use for other jobs. You can injure yourself just as easily lifting light objects as you can lifting heavy ones if you do not lift properly and your body is not in shape for the job. Lifting is a thinking person's job. Please follow the rules below when lifting:

1. Before you lift anything, prepare yourself and plan the move: Make sure you are limber and physically fit enough to do the task safely. If you are not, ask the DOO to arrange for help. Size up the load to make sure you can handle it safely. If you think the load is too bulky or heavy, ask someone to help you or try to break the load up into smaller, more manageable loads. Use a hand truck or dolly if necessary. Plan your route and make sure the path is clear of trip, slip, and fall hazards.
2. Use proper body mechanics when lifting: Stand close to the object with your feet about shoulder-width apart. Squat down, bending at the hips and knee. Keep your back straight. As you grip the load, arch your lower back inward by pulling your shoulders back and sticking your chest out. Be sure to keep the load close to your body. When you set the load down, squat down, bending at the hips and knees, keeping your lower back arched in.
3. Turn, don't twist: Twisting is one of the most common causes of back injuries. Instead of twisting with the load, turn your whole body in the direction you want to go. Twisting when carrying a load puts a lot of undo stress on your back.
4. Push, don't pull: Whenever you have to move something that is on a cart, a dolly, or hand truck, push the load. Pushing puts less strain on your back.
5. Don't store heavy objects higher than your shoulders: If heavy objects are not stored higher than your shoulders then you will not have to lift them higher than your shoulders. Lifting objects overhead, even light objects, puts a lot of undue stress on your back.
6. Lift like a pro and avoid the pain: Learning how to lift and carry safely is one of the most important things you can do for your back. It is not hard to learn, and the payoffs will be well worth the time and effort you put in.

## Fire Emergencies

Be prepared for fire emergencies:

1. Learn evacuation procedures and established escape routes.
2. Keep isles and exit routes free of obstructions at all times. When you need to get out, you need to get out without delay.
3. Know where fire alarm pull stations and fire extinguishers are located throughout your workplace.



4. Do not block access to firefighting equipment and alarm systems. When you need it, you need it without delay.
5. Inspect fire extinguishers in your immediate work area at least monthly. Extinguishers that appear to be in doubtful condition should be reported immediately.

When there is a fire:

1. IMMEDIATELY REPORT ALL FIRES! In a fire emergency, every second counts.
2. Extinguish the fire yourself only if:
  - You are certain the fire is small and can be successfully fought with a portable extinguisher.
  - You have a safe exit route from the area of the fire.
  - If the fire is blocking your exit to a safe area, use a fire extinguisher to clear your exit.
3. To use a fire extinguisher: PASS
  - P - pull the safety pin
  - A - aim the nozzle at the base of the fire
  - S - Squeeze the handle trigger
  - S - Sweep the nozzle from side to side



## Appendix B

# REPORTING GUIDELINES FOR CHILD ABUSE OUTSIDE THE EDUCATIONAL SETTING

### Statement of Purpose

The Charter High School for Law and Social Justice (the "School") recognizes that, because of their sustained contact with school-aged children, employees are in a position to identify abused or maltreated children and refer them for treatment and protection.

The purpose of mandatory reporting is to identify suspected abused and maltreated children as soon as possible so that such children determined to be abused or maltreated can be protected from future harm, and, where appropriate, can be offered services to assist him or her and their family.

### Definitions

- A. Abused child: An "abused child" is a child less than eighteen years of age whose parent or other person legally responsible for his care:
1. inflicts or allows to be inflicted upon the child serious physical injury; or
  2. creates or allows to be created a substantial risk of physical injury; or
  3. commits sexual abuse against the child or allows sexual abuse to be committed against the child.
- B. Neglected or Maltreated child: A "neglected child" or a "maltreated child" is a child under eighteen years of age whose physical, mental, or emotional condition has been impaired or is in imminent danger of becoming impaired as a result of the failure of his parents or other person legally responsible for his care to exercise a minimum degree of care:
1. in supplying the child with adequate food, clothing, shelter, education, or medical or surgical care, though financially able to do so or offered financial or other reasonable means to do so; or
  2. in providing the child with proper supervision or guardianship; or
  3. by unreasonably inflicting, or allowing to be inflicted, harm or a substantial risk thereof, including the infliction of excessive corporal punishment; or
  4. by misusing a drug or drugs; or
  5. by misusing alcoholic beverages to the extent that the user loses self-control;
  6. by any other acts of a similarly serious nature requiring the intervention of Family Court; or
  7. by abandoning the child.
- C. Person legally responsible includes the child's custodian, guardian or any other person responsible for the child's care at the relevant time. Custodians may include any person continually or at regular intervals found in the same household as the child when the conduct of such person causes or contributes to the abuse or neglect of the child.
- D. Impairment of emotional health and impairment of mental or emotional condition includes a state of substantially diminished psychological or intellectual functioning in relation to, but not limited to, such factors as failure to thrive, control of aggressive or self-destructive impulses, ability to think and reason, or acting out of misbehavior, including incorrigibility, ungovernability, or habitual truancy; provided, however, that such impairment must be clearly attributable to the unwillingness or inability of the parent, guardian, or custodian to exercise a minimum degree of care toward the child.

### Mandatory Reporters

- A. Any professional on school property who may work with students in the course of their professional duties is considered a mandatory reporter.
- B. Mandatory reporters include, but are not limited to teachers, guidance counselors, psychologists, social workers, nurses, administrators, or other school personnel required to hold a teaching or administrative license or certificate.

### Reporting

1. A mandatory reporter who has reasonable cause to suspect that a child coming before him or her in their professional capacity is an abused or maltreated child shall notify the principal or the principal's designate in the principal's absence immediately.
2. A mandatory reporter who has reasonable cause to suspect that a child coming before him or her in their professional capacity is an abused or maltreated child when the parent, guardian, custodian, or other person legally responsible for such child comes before the mandatory reporter in their official capacity and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the child an abused or maltreated child, shall notify the principal or the principal's designate in the principal's absence immediately.





3. The principal or the principal's designate shall report the suspected abuse or maltreatment to Child Protective Services ("CPS") and to the Statewide Central Registry of Child Abuse and Maltreatment ("SCR") immediately.
  - a. The principal or the principal's designate will make an oral report to the SCR hotline.
  - b. The principal or other school official will file a signed, written report with SCR within 48 hours of an oral report. (A copy of the form for the written report is attached.)
  - c. The written report will include:
    1. name and address of the child and their parents or guardians;
    2. name and address of residential care facility or program, if applicable;
    3. child's age, sex, and race;
    4. nature and extent of:
      - a. current injuries, abuse, or maltreatment, including evidence of prior injuries, abuse, or maltreatment of the child; and
      - b. evidence of prior or current injuries, abuse, or maltreatment of the child's siblings;
    5. the name of the person(s) alleged to be responsible for causing the injury, abuse, or maltreatment, if known;
    6. family composition, when appropriate;
    7. the source of the report;
    8. the name, title, and contact information of every staff person who is believed to have direct knowledge of the allegations in the report;
    9. the actions to be taken by the reporting source; and
    10. any other information required by CPS or the reporter believes will be helpful.

### **Training**

- A. the School will educate all members of the faculty and staff on their duties and responsibilities as mandatory reporters.
- B. the School will conduct ongoing training about how to detect signs of abuse or maltreatment at the beginning of a person's employment.
- C. All current and new School employees who are required to report suspected child abuse shall be provided with a copy of the School Policy concerning child abuse and reporting requirements.

### **Rights of Reporters**

- A. School personnel who, in good faith, make a report or take photographs of injuries and bruises have immunity from any liability, civil or criminal. The good faith of a mandatory reporter of child abuse or maltreatment is presumed.
- B. School personnel have the right to request that information which would identify the individual making the report be withheld if furnishing such data might prove detrimental to the safety or interests of that individual or of the child.

### **Penalties**

Any person required to report suspected cases of child abuse or maltreatment and who willfully fails to do so may be found guilty of a Class A misdemeanor and may be held civilly liable for the damages caused by this failure.

### **Confidentiality**

- A. All reports and other written material submitted pursuant to this policy shall be confidential and may not be disclosed except to law enforcement authorities involved in investigating the alleged abuse or except as expressly authorized by law or pursuant to a court-ordered subpoena.
- B. the School shall exercise reasonable care to prevent unauthorized disclosure.

## **CHILD ABUSE IN AN EDUCATIONAL SETTING**

### **Definitions**

- A. Child: a person under the age of 21 enrolled at The Charter High School for Law and Social Justice (the "School").
- B. Educational Setting: The buildings and grounds of the School, the vehicles provided by the School to transport students to and from school buildings, field trips, co-curricular and extra-curricular activities both on and off School grounds, all co-curricular and extra-curricular activity sites, and any other location where direct contact between an employee volunteer and a child has allegedly occurred.
- C. Child Abuse: any one of the following acts committed in an educational setting by an employee or volunteer of the School, or any other person, against a child:
  1. intentionally or recklessly inflicting physical injury, serious physical injury, or death;



2. intentionally or recklessly engaging in conduct that creates a substantial risk of physical injury, serious physical injury, or death;
  3. child sexual abuse prohibited by Sections 130 or 235 of the Penal Law; or
  4. the commission or attempted commission against a child of the crime of disseminating indecent materials to minors pursuant to Article 235 of the Penal Law.
- D. Employee: any person who receives compensations from the School or any contracted service provider who has direct contact with children.
- E. Volunteer: any person, not an employee, who provides services to the School that involve direct contact with children.
- F. Mandatory Reporter: A person who is required to promptly report in writing or orally allegations of child abuse in an educational setting. Mandatory Reporters include:
1. teachers;
  2. administrators;
  3. nurses;
  4. guidance counselors;
  5. social workers;
  6. psychiatrists;
  7. members of the School's Board of Trustees; and
  8. other School personnel required to hold a teaching or administrative license or certificate

### **Reporting and Procedure**

- A. A student who believes they have been subjected to child abuse in an educational setting is to report the incident to a staff member.
- B. Whenever a written or oral allegation of child abuse is made, the person receiving the report shall:
1. Promptly complete the required State Education Department report form (attached); and
  2. Personally deliver the form to the School's principal.
- C. The principal shall determine whether there is reasonable suspicion to believe an act of child abuse has occurred.
- D. If the principal determines there is reasonable suspicion to believe that an act of child abuse has occurred, they shall promptly notify the parent/guardian of the alleged child victim (if the parent is not the person who originally reported the alleged abuse) that an allegation of child abuse in an educational setting has been made and promptly provide the parent with the written statement setting forth parental rights, responsibilities and procedures prepared in accordance with Section 100.2; Subdivision (hh) of the Regulations of the Commissioner of Education and Article 23-B of the Education Law (<http://www.p12.nysed.gov/sss/ssae/schoolsafety/save/#childabuse>).
- E. If the person making the allegation of abuse is someone other than the child or the child's parent, the principal shall contact the person making the report to learn the source and basis for the allegation.
- F. The principal shall also promptly provide a copy of the written report to the president of the Board of Trustees and send a copy to the appropriate law enforcement authorities. The principal shall also immediately call the Statewide Central Register of Child Abuse and Maltreatment hotline at 1-800-342-3720 to report the abuse. The principal must also submit a written report (attached) to the Statewide Central Register of Child Abuse and Maltreatment within 48 hours of making an oral report. In no event shall the principal delay in sending the report to law enforcement because of an inability to contact the Board president.
- G. The principal shall send to the Commissioner of the New York State Department of Education any written report forwarded to the local law enforcement authorities when the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by the Department.

### **Discipline/Penalties**

- A. Any act of retaliation against any person who complained of child abuse in an educational setting, or who filed a complaint, is prohibited and illegal, and therefore subject to disciplinary action. Likewise, retaliation against any person who has testified, assisted, or participated in any manner in an investigation, proceeding, or hearing regarding child abuse in an educational setting is prohibited. For purposes of this policy, retaliation includes, but is not limited to, verbal or physical threats, intimidation, ridicule, destruction of property, spreading rumors, stalking, harassing phone calls, and any other form of harassment. Any person who retaliates is subject to appropriate and immediate disciplinary action.
- B. Any individual who violates this policy by engaging in child abuse will be subject to appropriate disciplinary action which may include termination and/or exclusion from School property and events.
- C. Any employee or volunteer against whom an allegation of child abuse has been made and against whom the district intends to take adverse action shall be entitled to receive a copy of the report and to respond to the allegations. In addition, such persons are entitled to seek disclosure of reports involving them under the Freedom of Information Law.



- D. Willful failure of an employee to prepare and submit a written report of alleged child abuse required by Article 23-B of the Education Law is a class A misdemeanor.
- E. In addition, the Commissioner of Education may, following an administrative determination, impose a civil penalty of up to five thousand dollars on any administrator who fails to submit a report of child abuse to an appropriate law enforcement authority.
- F. The law further prohibits any principal from agreeing to withhold from the appropriate law enforcement authorities, a superintendent or the Commissioner of Education, when appropriate, an allegation of child abuse in an educational setting on the part of any employee or volunteer as required by law, in return for the resignation or voluntary suspension of the alleged perpetrator. Violation of this prohibition can result in a class E felony charge and a civil penalty of up to \$20,000.

### **Complaint Records**

- A. Upon written request, complainants and alleged abusers will receive a copy of the results of the investigation described in Section II.C. Copies of the results of the investigation will be kept on file with the School's Director of Guidance and, where appropriate, with the student or employment records of both the complainant and the alleged abuser.
- B. Any report of child abuse by an employee or volunteer that does not result in a criminal conviction shall be expunged from the records kept by the School with respect to the subject of the report after five years from the date the report was made.

### **Education and Training**

- A. The School will inform all students and staff members of this policy. The policy will be printed in student handbooks. A summary of the policy will be displayed in a prominent location in the School and posted on the School's website.
- B. All School personnel will be required to attend yearly trainings on child abuse prevention and reporting procedures.
- C. The Principal shall be responsible for establishing and implementing on an ongoing basis a training program for all current and new required reporters on the procedures required under Article 23-B. The program shall include at a minimum all the elements specified in Commissioner's regulations.

### **Confidentiality**

- A. All reports, photographs, and other written material submitted pursuant to this policy and Article 23-B of the Education Law shall be confidential and may not be re-disclosed except to law enforcement authorities involved in investigating the alleged abuse or except as expressly authorized by law or pursuant to a court-ordered subpoena. The Executive Director and Director of HR, shall exercise reasonable care to prevent unauthorized disclosure.
- B. Willful disclosure of a written record required to be kept confidential to a person not authorized to receive or review such record is a class A misdemeanor.



# Appendix C

## COVID-19 Policy

### School Responsibilities

1. COVID-19 Safety Coordinator -
  - a. The school will designate a COVID-19 Safety Coordinator, the Director of Culture, whose responsibilities will include oversight of the School's compliance with all applicable federal, state, and local laws and regulations as well as any other issues that may need to be resolved to ensure the health and safety of all school personnel and students. The COVID-19 Safety Coordinator will also be the first line of contact with the Department of Health liaison assigned to our school.
2. Staff Health and Safety Training -
  - a. Prior to the commencement of in-person instruction, all staff members will attend a COVID-19 health and safety training program.
3. Vaccination Proof and COVID-19 Test Collection -
  - a. The Director of HR will maintain all Vaccine and COVID-19 records. All records will be kept strictly confidential and separate from employee personnel files.
4. COVID-19 Case Notification -
  - a. To the extent allowable by law, the School will notify Employees and families who were in close contact with someone who tested positive of COVID-19 (within the same day if possible).
5. Improving Ventilation -
  - a. Improved ventilation inside the school building can reduce the number of virus particles in the air.
    - When this doesn't present a safety hazard, the school will open multiple doors and windows to bring fresh outdoor air into the building.
    - We will use HVAC systems to improve air filtration.
6. Cleaning and Disinfection -
  - a. The school will be cleaning the school building at least once a day to sufficiently remove any germs on surfaces.
  - b. If someone in our school tests positive for COVID-19, the building will be cleaned and disinfected within 24 hours.

### Employee Responsibilities

All Employees, Students, and Visitors must follow the following school guidelines:

1. Proof of Vaccination -
  - a. All Vaccinated Employees are required to submit their Proof of Vaccination to the Director of HR.
  - b. We urge all employees and students to get vaccinated.
2. COVID-19 Tests -
  - a. All Unvaccinated Employees are required to submit a weekly COVID-19 Test to [VacTest@chslsj.org](mailto:VacTest@chslsj.org).
3. Masks -
  - a. Consistently and correctly use masks in school or during school events, regardless of vaccination status and community transmission levels.
  - b. Wearing masks is particularly important indoors and when physical distancing cannot be maintained. When you wear a mask, you protect others as well as yourself.
  - c. Masks are mandatory for school events and athletics while indoors.
  - d. Everyone should wear a mask in a crowded outdoor setting or during activities involving sustained close contact with others.
4. Physical Distancing -
  - a. Maintain physical distancing as much as possible.
5. Handwashing and Respiratory Etiquette -
  - a. Practice proper handwashing and respiratory etiquette.
  - b. Covering coughs and sneezes can help employees and students from getting and spreading infectious illnesses.
  - c. Employees should reinforce good etiquette in school by:
    - Encouraging employees and students to wash their hands with soap and water for at least 20 seconds.
    - Reminding everyone in the school to wash their hands frequently.
    - When handwashing isn't possible, using a hand sanitizer containing at least 60% alcohol.
6. Staying Home When Sick and Getting Tested -
  - a. Employees should stay home if they are showing signs and symptoms of infectious illnesses and get tested.
  - b. Employees should screen for COVID-19 symptoms prior to attending work each day.
7. Quarantining -
  - a. Fully vaccinated employees can refrain from quarantine following a known exposure if asymptomatic, facilitating continued participation in in-person learning, sports, and extracurricular activities.
  - b. Fully vaccinated employees should get tested 3-5 days after exposure, even if they do not have symptoms, and wear a mask indoors for 14 days following exposure or until their test result is negative.



## Appendix D Harassment Complaint Form

### The Charter High School for Law and Social Justice

If you believe that you have been subjected to harassment, you are encouraged to complete this form and submit it to the Director of Finance.

You will not be retaliated against for filing a complaint. If you are more comfortable reporting verbally or in another manner, your employer could complete this form, provide you with a copy and follow its harassment prevention policy by investigating the claims as outlined in the Employee Handbook.

<b>Today's Date:</b>			
<b>Complainant Information</b>			
<b>Name of the Complainant:</b>			
<b>Department:</b>		<b>Phone Number:</b>	
<b>E-Mail:</b>			
<b>Accused Information</b>			
<b>Name of the Accused:</b>			
<b>Department:</b>		<b>Phone Number:</b>	
<b>Relationship of the Accused to the Complainant:</b> <i>(Manager, co-worker, client, etc.)</i>		<b>E-Mail:</b>	
<b>Incident Information</b>			
<b>Date of Incident:</b> <i>(If more than one event, please report each event on a separate form)</i>			
<b>Where did the specific event occur?</b>			
<b>Explain the events that occurred.</b>			
<b>How did you react to the situation?</b>			
<b>Describe the harm you have suffered as a result of the event.</b>			
<b>Were there any witnesses to this specific event?</b>			



<i>(If Yes, please provide their names)</i>	
<b>Has the harassment continued?</b>	
<b>Is there any physical evidence that supports your complaint? If so please describe or attach a copy of evidence.</b>	
<b>Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?</b>  <i>This question is optional, but may help the investigation.</i>	
<b>What is your desired outcome of the investigation?</b>	

The information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence CHSLSJ deems relevant.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Please return this form to the HR Department*





## Receipt of Employee Handbook

By signing below, I acknowledge that I have received a copy of The Charter High School for Law and Social Justice's (the "School") Employee Handbook (the "Handbook"). I agree to read it thoroughly, including the statements in the Welcome section, which describe the purpose and effect of the Handbook, and the Appendices attached hereto. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Executive Director or the Board.

I understand that my employment with the School is at-will and is not for a fixed term or definite period. Either I or the School may terminate our employment relationship at any time, with or without cause or notice. I acknowledge that no supervisor or other representative of the School, other than the Board, has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the at-will employment relationship.

In addition, I understand that this Handbook states the School's policies and practices in effect on the date of publication and supersedes all prior policies and practices. I understand that nothing contained in this Handbook may be construed as creating a promise of future benefits or a binding contract with the School for benefits or for any other purpose. I understand that nothing contained in this Handbook is intended to interfere with any rights I may have under the National Labor Relations Act. Further, I understand that these policies, practices, and procedures are continually evaluated by the School and may be amended, modified, or terminated at any time.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Please return this signed statement to the Director of HR to be placed in your personnel file.*

