



American Dream Charter School

ADCS Board of Trustees Monthly Meeting

SY23-24

Published on September 18, 2023 at 2:47 PM EDT

Date and Time

Monday September 18, 2023 at 5:30 PM EDT

Location

<https://us02web.zoom.us/j/3880187236>

403 Concord Avenue
Bronx, NY 10454

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
A. Record Attendance			1 m
B. Call the Meeting to Order			
C. Approve Minutes	Approve Minutes		1 m
	Approve minutes for August Board Meeting on August 14, 2023		
II. Educational Success			5:32 PM

	Purpose	Presenter	Time
A. BENCHMARK 1: Student Performance	FYI	Melissa Melkonian	5 m
<ul style="list-style-type: none"> • August Regents Data 			
B. BENCHMARK 2: Teaching and Learning	FYI	Melissa Melkonian	5 m
<ul style="list-style-type: none"> • Recap of Teacher Academy 			
C. BENCHMARK 3: Culture, Climate, and Student and Family Engagement	Discuss	Melissa Melkonian	5 m

III. Organizational Soundness 5:47 PM

A. BENCHMARK 4: Financial Condition	Discuss	Nicholas Gallagher	
<ul style="list-style-type: none"> • Accounts Balance Review 			
B. BENCHMARK 5: Financial Management	Discuss	Nicholas Gallagher	5 m
C. BENCHMARK 6: Board Oversight and Governance	Discuss	Nicholas Gallagher	10 m

- Board Recruitment and Candidates
 - E. Botero - Lawyer
 - BoardServe NYC Update
- Motion to:
 - Approve updates to the Employee Manual
 - Updated Sections
 - Jury Duty
 - Personal Time Off
 - Unused Sick Days Paid
 - Exceptions/disqualifiers
 - Personal Time deduction for lateness
 - Administrative Referral Program (referral for staff with chronic attendance issues)
 - Alcohol and drug-free workplace policy
 - Sub Lesson requirement for teaching staff
 - Unpaid leave
 - Fraternalization Policy

	Purpose	Presenter	Time
<ul style="list-style-type: none"> ▪ Bringing Children to Work • Strategic Planning <ul style="list-style-type: none"> ◦ Update 			
D. BENCHMARK 7: Organizational Capacity			5 m
IV. Faithfulness to Charter & Law			6:07 PM
A. BENCHMARK 8: Mission and Key Design Elements	Discuss	Melissa Melkonian	5 m
<ul style="list-style-type: none"> • ADCS Charter Renewal 			
B. BENCHMARK 9: Enrollment, Recruitment, and Retention	FYI	Melissa Melkonian	5 m
SY23-24 Enrollment Numbers:			
<ul style="list-style-type: none"> • 6th Grade: 87 • 7th Grade: 78 • 8th Grade: 82 • 9th Grade: 94 • 10th Grade: 86 • 11th Grade: 74 • 12th Grade: 71 			
C. BENCHMARK 10: Legal Compliance			5 m
V. Other Business			
VI. Closing Items			
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for August Board Meeting on August 14, 2023

APPROVED



American Dream Charter School

Minutes

August Board Meeting

Date and Time

Monday August 14, 2023 at 5:30 PM

Location

<https://us02web.zoom.us/j/3880187236>

403 Concord Ave
Bronx NY, 10454

Trustees Present

A. Cabrera (remote), L. Rojas (remote), P. Simon (remote), R. Espinal (remote), Z. Martinez (remote)

Trustees Absent

T. Hernandez

Guests Present

C. Miranda, M. Melkonian, N. Gallagher (remote), S. Espinal (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

L. Rojas called a meeting of the board of trustees of American Dream Charter School to order on Monday Aug 14, 2023 at 5:36 PM.

C. Approve Minutes

L. Rojas made a motion to approve the minutes from ADCS Board of Trustees Monthly Meeting on 07-17-23.

R. Espinal seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Educational Success

A. BENCHMARK 1: Student Performance

M. Melkonian

- August Regents will take place this week Thursday and Friday.
 - Could have over 120+ can take the exam.
 - We have about 45 students confirmed.
 - Students will retest or take the exam.
- Teacher Academy also on Wednesday.

B. BENCHMARK 2: Teaching and Learning

C. BENCHMARK 3: Culture, Climate, and Student and Family Engagement

III. Organizational Soundness

A. BENCHMARK 4: Financial Condition

N. Gallagher

- **Accounts Balance Reviewed**

B. BENCHMARK 5: Financial Management

N. Gallagher

- Waiting for Accounting Solutions for the 5 Year Projected Budget & Fiscal Impact Budget.
 - Met last Friday with them in order to move forward. They will provide this by tomorrow at 11am.
 - Application is due on Friday.

C. BENCHMARK 6: Board Oversight and Governance

N. Gallagher:

- Board Resignation
 - T. Hernandez - stepping away for personal reasons which is best for her at this time.
 - R. Espinal
 - Would she want to explore other areas of ADS. (friends of, Advisory Board, etc)
 - Immediate need to find new BOT members. Have others help P. Simon with the search.
 - Has 5 BOT members at this time which is the minimum.
 - M. Melkonian is not a Voting Member anymore due to NYSED Guidelines.
- Motions To:
 - Approve the update to the Complaint Policy
 - Prescribed by NYSED.
 - NEW: The complaint policy must clearly state that persons with formal complaints...
 - Attorney Paul stated that the language should include (though the Board of Trustees may seek assistance in investigating a complaint from counsel or other individuals).
 - Board Resolutions
 - July Board Resolutions - BOT take a few minutes to review and sign.
 - School Food Authority
 - Application submitted. Two vendors applied to work with us. Whitson's and Red Rabbit. Whitson's did not submit menus for 6 - 12 grades. Red Rabbit serves other schools in NYC and adopts to our cultures. Whitson's not within NYC area at this time and not sure if they have the capacity/infrastructure. Red Rabbit's bid was higher. Any funds in the discussion will be reimbursed by Federal School Meal program. There's dollar amounts attached. This is not coming out of the schools general budget. This service will be refunded through Federal and State nutrition programs.
 - Breakfast, lunch and snack. Have the option to expand to dinner.
 - We can open the IFB process again if we aren't pleased with the services.
 - Need a motion to approve.
 - Adopt the Procurement Procedures for the SFA
 - We do not have any contenders at this time can move onward.
 - Approve the submission of the Charter Renewal Application.
 - No questions at this time.
 - Ten Benchmarks are helpful from BOT members. Good practice and important for BOT to have the language.
- Approve the Charter Renewal Certification Statement.
 - L. Rojas approves verbally.

- Strategic Planning Objectives
 - Sent to BOT members from N. Gallagher.
 - Would like to add Fundraising, Board Recruitment and continuing to improve Student Academics/Performance/Attendance to be added to the charter renewal application.
 - P. Simon - Fundraising goals increasing revenue to 10%. Are we sticking to 10%?
 - This can be changed if needed.
 - This would equate to another \$7k.
 - L. Rojas
 - As BOT Members how will we support this work and our students. Advisory Board has been instrumental
- Board Recruitment
 - BoardServe NYC Update
 - S. Espinal and N. Gallagher interviewed a candidate. Currently resides in Florida but would like to join the BOT. N. Gallagher emailed the Lawyer to see if she is allowed to sit on the board. She's an Attorney which works remotely in NYC. If we need to return to in person meetings this may be an issue if there's a vote that needs to be completed. She might not be a non voting member. She was aligned with the ADS mission.
 - N. Gallagher - Sent the credentials to A. Cabrera for logging in.
 - BOT Addresses
 - None have moved within the last 12 months.

L. Rojas made a motion to Approve the updated schools Complaint Policy.

R. Espinal seconded the motion.

The board **VOTED** unanimously to approve the motion.

L. Rojas made a motion to approve Red Rabbit as the Schools meal vendor for school year SY23-24.

R. Espinal seconded the motion.

The board **VOTED** unanimously to approve the motion.

L. Rojas made a motion to approve the submission of the Renewal Application by Nicholas Gallagher.

P. Simon seconded the motion.

Need L. Rojas permission to approve the Charter Renewal Certification Statement on her behalf.

The board **VOTED** unanimously to approve the motion.

L. Rojas made a motion to approve the ADS Board of Directors Strategic Plan for SY23-24.

R. Espinal seconded the motion.

The board **VOTED** unanimously to approve the motion.

D. BENCHMARK 7: Organizational Capacity

IV. Faithfulness to Charter & Law

A. BENCHMARK 8: Mission and Key Design Elements

B. BENCHMARK 9: Enrollment, Recruitment, and Retention

SY23-24 Enrollment: (C. Miranda)

- 6th Grade: 79
- 7th Grade: 87
- 8th Grade: 84
- 9th Grade: 93
- 10th Grade: 86
- 11th Grade: 76
- 12th Grade: 71

- Under enrolled for 6th grade but we need 7 students.
- Enrolled a total of 90 students for grades 6 - 8.
- A. Cabrera - Can advertise with the Mayor's Office only concern would be that we would not have enough seats. Will check the possibilities.

C. BENCHMARK 10: Legal Compliance

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:31 PM.

Respectfully Submitted,
L. Rojas

Coversheet

BENCHMARK 4: Financial Condition

Section: III. Organizational Soundness
Item: A. BENCHMARK 4: Financial Condition
Purpose: Discuss
Submitted by:
Related Material: ADCS Financial Report at 6-30-2023 - Updated.pdf



Financial Report
For the Period Ending June 30, 2023
Fiscal Year 2022-23
***with* Fiscal Year Ended June 30, 2022 Comparison**

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Fiscal Dashboard - 5-Year Analytics and Key Performance Indicators.

Financial Report for the Period Ending June 30, 2023 (Narrative).

Fiscal Year 2022-23 Analytic: Budget and Forecast v Budget

Statements of Financial Position (Balance Sheets) at June 30, 2023 (unaudited) and June 30, 2022 (audited).

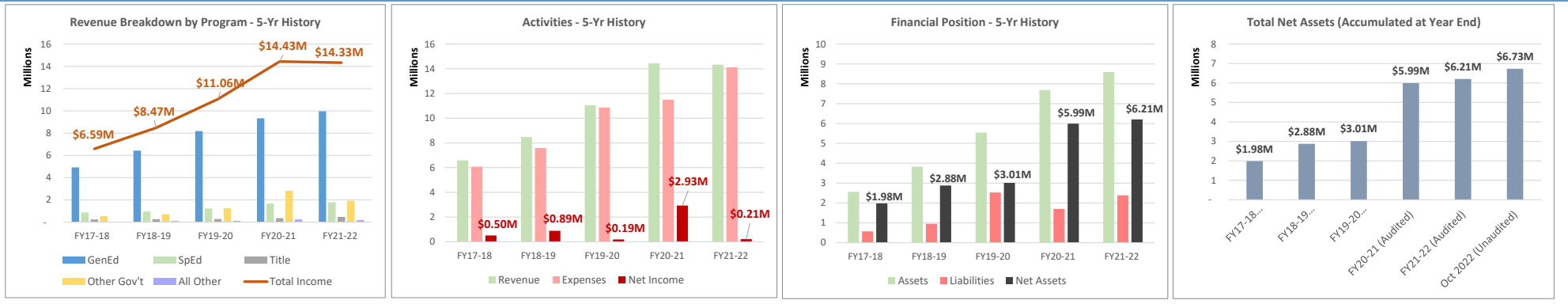
Summary Statements of Revenue, Support and Expenses at June 30, 2023 (unaudited) and June 30, 2022 (audited).

Detailed Statements of Revenue, Support and Expenses at June 30, 2023 (unaudited) and June 30, 2022 (audited)

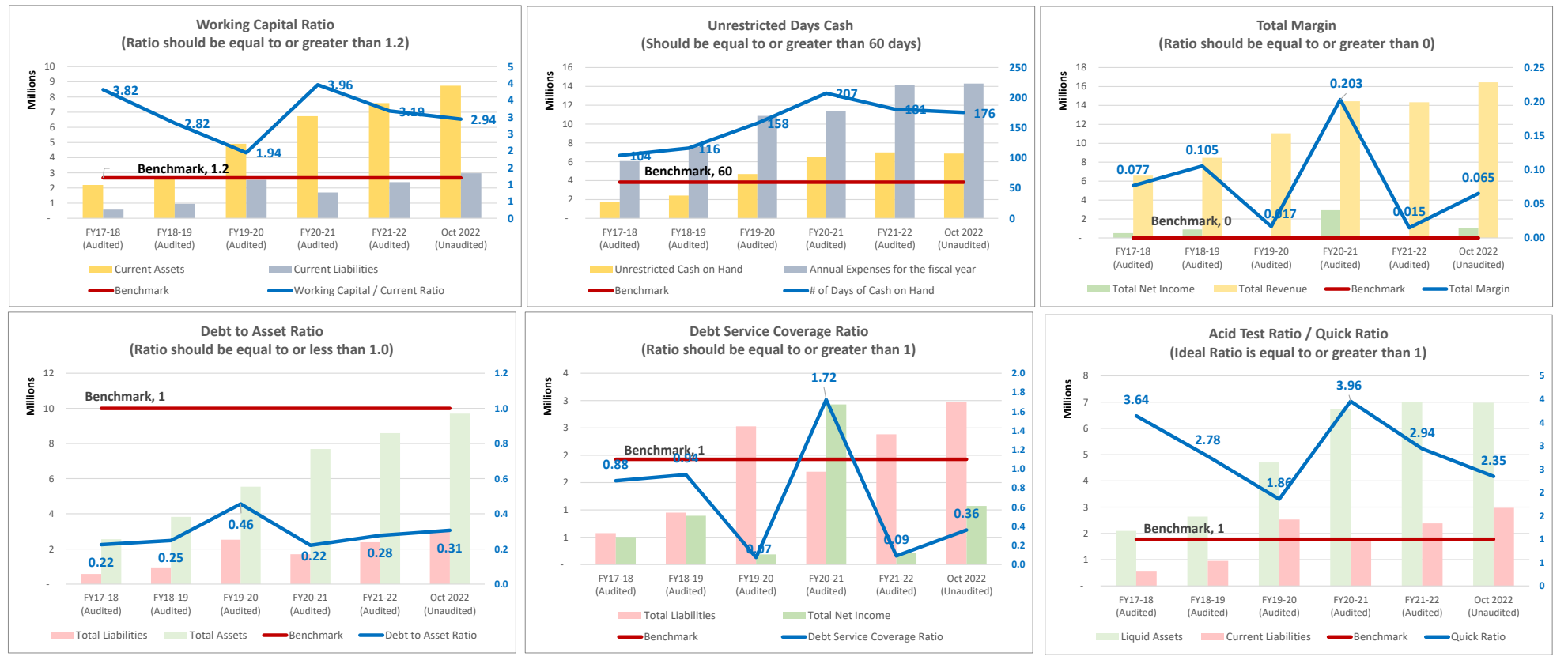
Cash Flow Projection for the Period July 1, 2023 to September 30, 2023

The American Dream School Fiscal Dashboard

5-Year Performance History



Key Fiscal Indicators



The American Dream School

Notes to Financial Report For the Period Ending June 30, 2023

Unencumbered Cash		
Total Cash and Equivalents	\$ 6,976,400	[a]
Encumbrances to Cash		
<i>Restrictions:</i>		
Escrow	100,083	
Unearned Revenue (Advances Received but not Earned)	<u>2,922</u>	
	103,005	[b]
<i>Current Obligations:</i>		
Accounts Payable and Accrued Expenses	<u>1,429,714</u>	[c]
Total Cash Encumbrances	<u>1,532,718</u>	[d] {[b] + [c]}
Unencumbered Cash Balance	<u>\$ 5,443,682</u>	[a] - [d]

Days of Cash on Hand	
Total Fiscal Year 2022-23 Projected Cash Expenditures (excludes Depreciation and Deferred Rent; include Escrow addition and Capital Expenditures)	\$ 14,298,735
Average Daily Cash Expenses (Total Projected Expenses ÷ 365)	\$ 39,175
Total Cash Available for Operating Use (Total Cash - Escrow - Board Reserve)	\$ 6,876,318
Number of Days of Unrestricted Cash Available (Total Cash Available ÷ Average Daily Expenses)	176

Enrollment as Reported on Invoice # 6 to the DOE			
<i>General Education (GenEd):</i>			
• Enrollment at June 30, 2023 totaled	587.775	which is	99% of the School's Fiscal Year 2022-23 estimate of 596 .
• Middle School enrollment was	254.375	or	101% of the Fiscal Year 2022-23 budget estimate of 251 students.
• High School enrollment was	333.400	or	97% of the Fiscal Year 2022-23 budget estimate of 345 students.
<i>Special Education:</i>			
• Special Ed enrollment totaled	97.700	of which	5.125 students were in the 20%-60% and 85.350 in the >60% Categories.
• Total Middle School enrollment was	47.575	of which	3.675 students were in the 20%-60% and 37.450 in the >60% Categories.
• Total High School enrollment was	50.125	of which	1.450 students were in the 20%-60% and 47.900 in the >60% Categories.

The American Dream School

Notes to Financial Report For the Period Ending June 30, 2023

Revenue and Support

Year-to-date, revenue from all sources total \$ **16,441,908** or **103%** of the forecasted total of \$ **15,887,878**

Tuition:

- Tuition revenue (GenEd + SpEd) totals \$ **12,039,203** or **98%** of the full year's forecast of \$ **12,297,425**
- General Education revenue totals \$ **10,360,122** or **99%** of the full year's forecast of \$ **10,505,096**
- Special Education revenue totals \$ **1,679,081** or **94%** of the full year's forecast of \$ **1,792,329**

Lease Assistance:

- DOE Lease assistance currently totals \$ **1,402,269** or **100%** of the full year's forecast of \$ **1,402,269**

Title and Other Government Grants:

- Government revenue earned totals \$ **2,439,885** comprised of the following:
- \$ **132,076** no IDEA Special Needs funding has been received to date.
- \$ **421,483** in Title I, II and IV funding have been earned but not received to date.
- \$ **1,886,326** in ESSER Grant funding has been earned but not received to date.

Local and Other Revenue:

- Contributions & Donations currently total \$ **391,425** Included is the Summer Boost Grant of \$161,280.
- Interest and other income at totals \$ **108,487** Included is \$16,666 from Key Collegiate and \$25,383 from Uniform sales
- eRate reimbursements currently totals \$ **60,639**

Expenses

Salaries and Wages:

- Salaries and wages at March 31 total \$ **9,166,542** or **114%** of the full year's forecast of \$ **8,067,022**
The year-to-date numbers and forecast include recent adjustments

Payroll Taxes and Fringe Benefits:

- Payroll taxes and fringe benefits total \$ **1,603,655** or **95%** of the full year's forecast of \$ **1,694,075**

Contracted Services:

- Contracted services at March 31 total \$ **668,417** or **93%** of the full year's forecast of \$ **718,963**
Included in this category are accounting, audit, legal, temporary staff, academic consultants and other professionals.

School Operations:

- School operating costs currently total \$ **2,224,394** or **103%** of the full year's forecast of \$ **2,153,871**

Facility Operations:

- Facility related costs at March 31 total \$ **1,706,305** or **102%** of the full year's forecast of \$ **1,664,805**

Net Operating Position

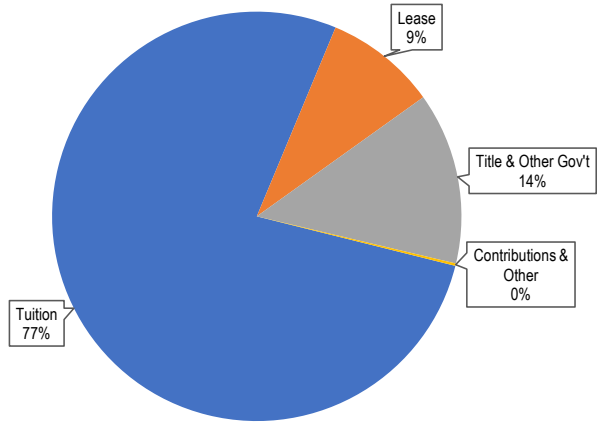
- The School's net operating position at June 30, 2023 before GAAP adjustments was a surplus of: \$ **1,072,596**
- The School's net operating position at June 30, 2023, inclusive of GAAP adjustments totaling \$ **(547,598)**
is a **surplus** of \$ **524,998**

The American Dream School

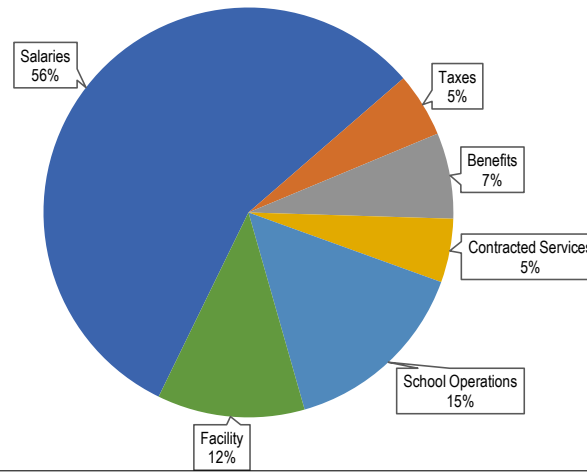
Fiscal Year 2022-23

FISCAL YEAR 2022-23 BUDGET

Revenue

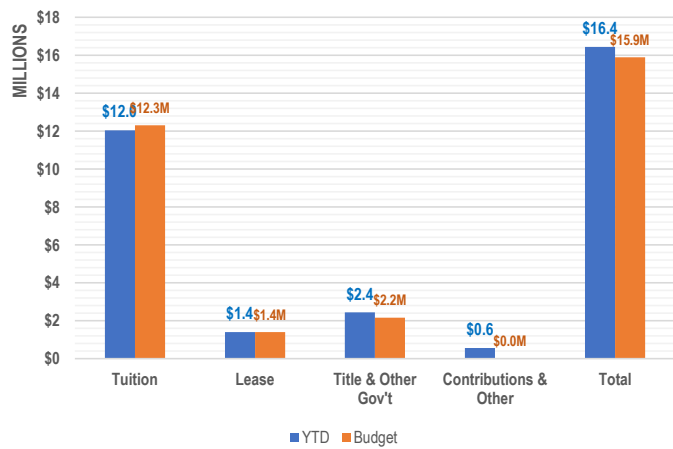


Expenses

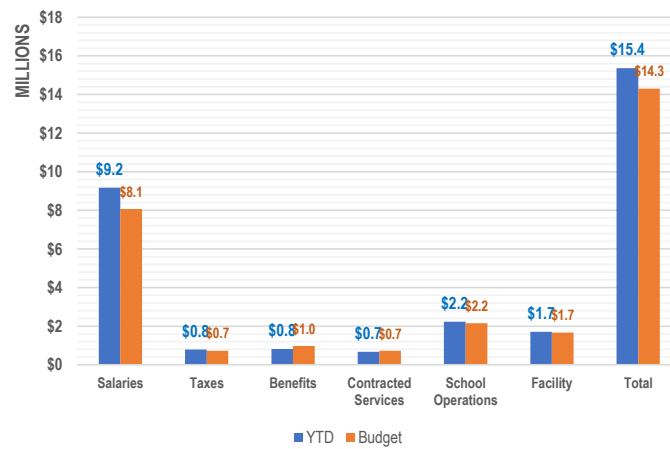


YTD ACTUAL v BUDGET: YTD

Revenue



Expenses



The American Dream School

Statements of Financial Position

At Period Ending June 30, 2023 and Fiscal Year Ended June 30, 2022

	<u>[Unaudited]</u> <u>6/30/2023</u>	<u>[Audited]</u> <u>6/30/2022</u>
<u>ASSETS</u>		
Current Assets:		
Cash and cash equivalents (Unrestricted)	\$ 6,866,318	\$ 5,925,831
Cash and cash equivalents (Restricted)	100,083	100,033
Cash and cash equivalents (Board Designated CDs)	10,000	1,072,386
Receivables	1,869,835	571,749
	<u>8,846,235</u>	<u>7,669,999</u>
Other Assets:		
Prepaid Expenses and other receivables	0	20,674
Fixed Assets (Net)	518,098	570,438
Security Deposit	339,828	324,828
	<u>857,927</u>	<u>915,940</u>
TOTAL ASSETS	<u><u>\$ 9,704,162</u></u>	<u><u>\$ 8,585,940</u></u>
<u>LIABILITIES AND NET ASSETS</u>		
Liabilities		
Current Liabilities:		
Accounts Payable and Other Liabilities	\$ 264,400	\$ 169,238
Accrued Salaries and Related Expenses	1,143,313	977,691
Accrued Expenses	22,000	37,310
Deferred Revenue	2,922	150,430
	<u>1,432,636</u>	<u>1,334,669</u>
Long-Term Liabilities:		
Deferred Rent	1,540,641	1,045,383
	<u>1,540,641</u>	<u>1,045,383</u>
Total Liabilities	<u>2,973,276</u>	<u>2,380,052</u>
Beginning of the year	6,205,888	5,991,248
Change in net assets during current fiscal year	524,998	214,641
Total net assets	<u>6,730,886</u>	<u>6,205,888</u>
Total liabilities and net assets	<u><u>\$ 9,704,162</u></u>	<u><u>\$ 8,585,940</u></u>

The American Dream School

Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023 with Fiscal Year Ended June 30, 2022 Budget v Actuals

	Fiscal Year 2021-22			Fiscal Year 2022-23		
	Approved Budget	Audited Actuals	Actual as a % of Budget	Proposed Budget	Actual at 6/30/2023	Actual as a % of Budget
Total Revenue	\$ 14,085,972	\$ 14,334,867	101.8%	\$ 15,887,878	16,441,908	103%
Total Expenses	12,658,212	13,545,760	107.0%	14,298,735	15,369,313	107%
Net Operating Position before GAAP Adjustments	1,427,761	789,107	55.3%	1,589,142	1,072,596	67%
GAAP Adjustments	(732,069)	(574,466)	78.5%	(718,129)	(547,598)	76%
Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
Revenue and Support						
Tuition Revenue	\$ 11,420,869	\$ 11,750,843	102.9%	\$ 12,297,425	12,039,203	98%
State and City Government Grants	1,368,068	1,368,072	100.0%	1,402,269	1,402,269	100%
Federal Government Grants	1,267,035	1,028,757	81.2%	2,158,184	2,439,885	113%
Donations and Contributions	10,000	86,839	868.4%	10,000	391,425	3914%
Other Sources of Revenue and Support	20,000	100,356	501.8%	20,000	169,126	846%
Total Revenue and Support	14,085,972	14,334,867	101.8%	15,887,878	16,441,908	103%
Expenses						
Staff Salaries and Wages	7,570,161	8,050,545	106.3%	8,067,022	9,166,542	114%
Payroll Taxes	647,990	799,951	123.5%	726,032	794,738	109%
Fringe Benefits	819,601	688,316	84.0%	968,043	808,917	84%
Professionals Services	614,418	574,645	93.5%	718,963	668,417	93%
Academic Operations	713,465	773,079	108.4%	969,124	1,049,448	108%
Recruitment and Professional Development	141,000	181,143	128.5%	222,500	267,689	120%
Information Technology	368,500	528,758	143.5%	570,000	544,599	96%
Administrative Expenses	197,024	240,968	122.3%	298,500	256,390	86%
General Insurance	86,138	72,560	84.2%	93,747	106,268	113%
Facility Operations	1,499,914	1,635,796	109.1%	1,664,805	1,706,305	102%
Total Operating Expenses	12,658,212	13,545,760	107.0%	14,298,735	15,369,313	107%
Excess/(Deficit) of Revenue over Expenses <u>before</u> GAAP Adjustments	1,427,761	789,107	55.3%	1,589,142	1,072,596	67%
GAAP Adjustments	(732,069)	(574,466)	78.5%	(718,129)	(547,598)	76%
Excess/(Deficit) of Revenue over Expenses <u>after</u> GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	524,998	60%

The American Dream School

Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023 with Fiscal Year Ended June 30, 2022 Budget v Actuals

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Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	\$ 524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
Revenue and Support						
Tuition Revenue:						
GenEd Tuition	\$ 9,787,125	\$ 9,960,591	101.8%	\$ 10,505,096	\$ 10,360,122	99%
SpEd Tuition	1,633,744	1,790,252	109.6%	1,792,329	1,679,081	94%
	11,420,869	11,750,843	102.9%	12,297,425	12,039,203	98%
State and City Government Grants:						
Stimulus		-	0.0%		-	0%
NYC DoE Lease Assistance	1,368,068	1,368,072	100.0%	1,402,269	1,402,269	100%
	1,368,068	1,368,072	100.0%	1,402,269	1,402,269	100%
Federal Government Grants						
IDEA Special Needs	-	118,819	0.0%	118,819	132,076	111%
Title I	225,000	402,754	179.0%	389,313	353,031	91%
Title II	46,151	44,482	96.4%	51,325	44,056	86%
Title IV	22,709	21,407	94.3%	24,701	24,396	99%
Other Federal Sources (PPP, CARES Act, ESSER II and ESSER III)	973,175	441,294	45.3%	1,574,026	1,886,326	120%
	1,267,035	1,028,757	81.2%	2,158,184	2,439,885	113%
Donations and Contributions:						
Individuals	10,000	42,744	427.4%	10,000	43,386	434%
Corporations		14,090	0.0%		141,714	0%
Foundations and Charitable Trusts		30,005	0.0%		206,325	0%
	10,000	86,839	868.4%	10,000	391,425	3914%
Other Sources of Revenue and Support:						
Erate Reimbursement	10,000	59,803	598.0%	10,000	60,639	606%
Interest and Dividends and Other Income	10,000	40,553	405.5%	10,000	108,487	1085%
	20,000	100,356	501.8%	20,000	169,126	846%
Total Support and Revenue	14,085,972	14,334,867	101.8%	15,887,878	16,441,908	103%
Expenses						
Staff Salaries and Wages:						
Administrative Staff:						
Executive Management	197,600	402,000	203.4%	409,200	409,200	100%
Instructional Management	513,245	660,904	128.8%	436,636	567,449	130%
Deans, Directors & Coordinators	487,356	329,015	67.5%	323,497	542,214	168%
Director of Operations	235,600	91,677	38.9%	92,820	23,205	25%

The American Dream School
 Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023
 with Fiscal Year Ended June 30, 2022 Budget v Actuals

	Fiscal Year 2021-22			Fiscal Year 2022-23		
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Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	\$ 524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
Operation Manager	142,845	-	0.0%	-	-	0%
Administrative Staff	181,600	497,014	273.7%	323,745	365,639	113%
	1,758,247	1,980,611	112.6%	1,585,898	1,907,706	120%
Instructional Staff:						
Teachers - Regular	3,049,785	3,005,359	98.5%	3,142,318	3,480,454	111%
Teachers - SPED	922,607	1,077,093	116.7%	1,076,030	702,502	65%
Substitute Teachers					32,735	0%
Teaching Assistants	132,080	164,120	124.3%	100,326	160,850	160%
Aides		0	0.0%	168,897	295,540	175%
Art Teacher	79,013	-	0.0%	-	-	0%
Music Teacher	65,818	74,384	113.0%	70,996	108,002	152%
Gym Teacher	88,976	102,072	114.7%	102,440	238,307	233%
Spanish Teacher	552,655	631,276	114.2%	582,416	724,575	124%
Therapists & Counselors	579,421	625,210	107.9%	793,380	825,209	104%
Afterschool		-	0.0%	1,500	6,662	444%
	5,470,355	5,679,514	103.8%	6,038,303	6,574,835	109%
Non-Instructional Staff:						
Custodian	163,200	115,391	70.7%	135,002	185,742	138%
Security	87,984	137,306	156.1%	120,499	117,252	97%
Other	90,376	137,723	152.4%	187,320	163,610	87%
	341,560	390,420	114.3%	442,821	466,603	105%
Additional Payments and Incentives:						
Sports Coaching					82,924	0%
Science Olympiad					5,255	0%
Living Environment					4,217	0%
Summer School					-	0%
Afterschool					510	0%
Coverage					52,662	0%
Advisory Committee					1,590	0%
Lunch Duty					330	0%
Study Hall					6,660	0%
Spring Bonus					63,250	0%
	-	-		-	217,398	0%

The American Dream School
 Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023
 with Fiscal Year Ended June 30, 2022 Budget v Actuals

	Fiscal Year 2021-22			Fiscal Year 2022-23		
	Approved Budget	Audited Actuals	Actual as a % of Budget	Proposed Budget	Actual at 6/30/2023	Actual as a % of Budget
Total Revenue	\$ 14,085,972	\$ 14,334,867	101.8%	\$ 15,887,878	\$ 16,441,908	103%
Total Expenses	\$ 12,658,212	\$ 13,545,760	107.0%	\$ 14,298,735	\$ 15,369,313	107%
Net Operating Position before GAAP Adjustments	\$ 1,427,761	\$ 789,107	55.3%	\$ 1,589,142	\$ 1,072,596	67%
GAAP Adjustments	\$ (732,069)	\$ (574,466)	78.5%	\$ (718,129)	\$ (547,598)	76%
Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	\$ 524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
Total Salaries and Wages	7,570,161	8,050,545	106.3%	8,067,022	9,166,542	114%
Payroll Taxes:						
Employer FICA, Unemployment, Disability, Workers Comp	647,990	799,951	123.5%	726,032	794,738	109%
Fringe Benefits:						
Medical, Dental and Vision	698,258	581,877	83.3%	806,702	676,888	84%
Retirement Plan Match	121,344	106,439	87.7%	161,340	132,029	82%
	819,601	688,316	84.0%	968,043	808,917	84%
Total Payroll Taxes and Benefits	1,467,591	1,488,267	101.4%	1,694,075	1,603,655	95%
Professionals Services:						
Accounting and Audit	190,000	188,561	99.2%	220,000	219,000	100%
Legal	75,000	36,531	48.7%	75,000	17,173	23%
Special Ed Services	15,000	-	0.0%	-	-	0%
Other Purchased Services	174,418	254,346	145.8%	323,995	330,849	102%
Payroll Services	160,000	95,207	59.5%	99,967	101,395	101%
	614,418	574,645	93.5%	718,963	668,417	93%
Academic Operations:						
Classroom / Teaching Supplies & Materials	79,380	51,092	64.4%	56,202	55,754	99%
Special Ed Supplies & Materials		-	0.0%	1,500	-	0%
Textbooks / Workbooks	13,230	18,092	136.7%	25,000	25,674	103%
Classroom Equipment and Furniture	66,150	36,515	55.2%	55,000	19,882	36%
Student Testing & Assessment	33,075	20,195	61.1%	25,000	23,901	96%
Field Trips	198,450	149,935	75.6%	230,849	287,458	125%
Student Services	85,995	16,315	19.0%	30,000	55,158	184%
Transportation (student)	1,500	84	5.6%	-	600	0%
Clinical Supervision			0.0%	-	-	0%
Staff Services	26,460	46,372	175.3%	50,000	116,218	232%
Nurse Services	-		0.0%	-	-	0%
Student Uniforms	33,075	93,135	281.6%	120,000	108,921	91%
School Meals	15,000	10,905	72.7%	15,000	38,001	253%
Student Recruitment	66,150	26,097	39.5%	30,000	31,978	107%
Marketing and Advertising	60,000	129,254	215.4%	120,000	121,447	101%
Memberships	35,000	175,087	500.2%	210,572	162,238	77%
Alumni Activities			0.0%		2,216	0%

The American Dream School
 Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023
 with Fiscal Year Ended June 30, 2022 Budget v Actuals

	Fiscal Year 2021-22			Fiscal Year 2022-23		
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Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	\$ 524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
	713,465	773,079	108.4%	969,124	1,049,448	108%
Recruitment and Professional Development:						
Staff Development	70,000	53,969	77.1%	85,000	80,944	95%
Staff Recruitment	70,000	118,270	169.0%	130,000	169,187	130%
Travel (Staff)	1,000	8,904	890.4%	7,500	17,558	234%
	141,000	181,143	128.5%	222,500	267,689	120%
Information Technology:						
Telephone & Internet	25,000	51,112	204.4%	60,000	40,391	67%
Technology	343,500	477,646	139.1%	500,000	504,207	101%
Computer Equipment, Supplies and Accessories			0.0%	-	-	0%
Software			0.0%	10,000		0%
	368,500	528,758	143.5%	570,000	544,599	96%
Administrative Expenses:						
Office Expense	170,669	235,026	137.7%	250,000	238,492	95%
Postage and Shipping	13,125	5,942	45.3%	7,500	7,461	99%
Fundraising	-	-	0.0%	5,000		0%
Board Expenses	13,230	-	0.0%	1,000	355	35%
Office Equipment Rent/Lease			0.0%	10,000		0%
Staff Events			0.0%	5,000		0%
Staff Meals			0.0%	10,000		0%
Office Furniture and Equipment			0.0%	10,000		0%
	197,024	240,968	122.3%	298,500	246,308	83%
General Insurance:						
Directors and Officers, Liability, Property and Content	86,138	72,560	84.2%	93,747	106,268	113%
General Liability			0.0%	-		0%
Professional Liability			0.0%	-		0%
Property and Content			0.0%	-		0%
	86,138	72,560	84.2%	93,747	106,268	113%
Facility Operations:						
Rent	1,368,068	1,368,072	100.0%	1,402,269	1,402,272	100%
Utilities	11,551	102,168	884.5%	112,384	117,377	104%
Storage and Moving	15,000	65,430	436.2%	30,000	27,945	93%
Repairs & Maintenance	33,241	83,452	251.1%	100,143	100,266	100%
Building Furniture and Equipment	3,804	-	0.0%	-	30,595	0%

The American Dream School
 Summary Statements of Revenue, Support and Expenses at Period Ending June 30, 2023
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Net Operating Position after GAAP Adjustments	\$ 695,692	\$ 214,640	30.9%	\$ 871,013	\$ 524,998	60%
Student Enrollment	581.00	591.20	101.8%	596.00	587.78	99%
Janitorial Services and Supplies	63,000	16,674	26.5%	20,009	27,850	139%
Security	5,250	-	0.0%	-	-	0%
	1,499,914	1,635,796	109.1%	1,664,805	1,706,305	102%
Other Expenses:						
Bad Debt			0.0%		10,082	0%
Interest and Finance Charges			0.0%			0%
Donated Goods and Services			0.0%			0%
	-	-	0.0%	-	10,082	0%
Total Operating Expenses	12,658,212	13,545,760	107.0%	14,298,735	15,369,313	107%
Excess/(Deficit) of Revenue over Expenses before GAAP Adjustments	1,427,761	789,107	55.3%	1,589,142	1,072,596	67%
GAAP Adjustments						
<i>Add:</i>						
Capital Expenses		229,506	0.0%		229,506	0%
<i>Less:</i>						
Deferred Rent	(529,459)	(529,459)	100.0%	(495,258)	(495,258)	100%
Depreciation	(202,610)	(274,514)	135.5%	(222,871)	(281,846)	126%
Total GAAP Adjustments	(732,069)	(574,466)	78.5%	(718,129)	(547,598)	76%
Excess/(Deficit) of Revenue over Expenses after GAAP Adjustments	695,692	214,640	30.9%	871,013	524,998	60%

The American Dream School

Cash Flow Projection for the Period July 1, 2023 to September 30, 2023

	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	Summary
[a] Cash available for operating use at beginning of month¹	\$ 6,866,318	\$ 8,963,391	\$ 8,235,778	\$ 6,866,318
Projected cash inflows:				
Per-Pupil Tuition (GenEd and SpEd)	1,982,656		1,982,656	1,982,656
Lease Assistance	233,712		233,712	233,712
Title Reimbursements			-	-
Stimulus Grants Reimbursements	676,364			676,364
Contributions				-
[b] Total Projected Cash Inflows	2,892,731	-	2,216,367	2,892,731
Projected cash outflows:				
Payment of existing obligations (accounts payable, accrued expenses)	68,044			68,044
Personnel costs	230,244	230,244	230,244	690,733
School operating costs	373,951	373,951	373,951	1,121,852
Facility costs	123,419	123,419	123,419	370,256
[c] Total Projected Cash Outflows	795,658	727,614	727,614	2,250,885
[d] Net Cash Flows from Operating Activities = [b] - [c]	2,097,074	(727,614)	1,488,754	641,846
Cash available for operating use at end of month = [a] + [d]	\$ 8,963,391	\$ 8,235,778	\$ 9,724,532	\$ 7,508,164

¹ Excludes Escrow and Board Reserve totaling \$ 110,083

Coversheet

BENCHMARK 7: Organizational Capacity

Section: III. Organizational Soundness
Item: D. BENCHMARK 7: Organizational Capacity
Purpose:
Submitted by:
Related Material:
American Dream Charter School Employee Manual SY2324 (DRAFT).docx

THE AMERICAN DREAM CHARTER

SCHOOL EMPLOYEE Manual

SY2 **324**₂₂₃

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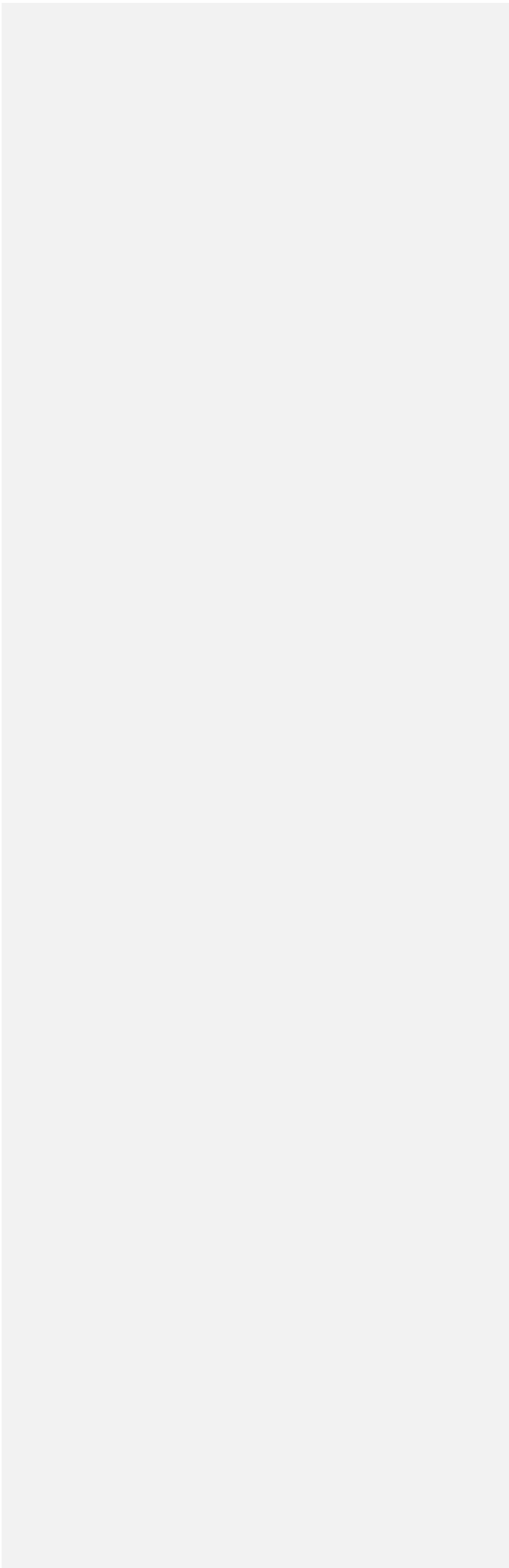


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1. Employment At-Will Disclaimer

EMPLOYMENT BY THE AMERICAN DREAM CHARTER SCHOOL (“ADCS”) IS “AT-WILL.” THIS MEANS THAT ADCS OR THE EMPLOYEE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT NOTICE, FOR ANY REASON OR FOR NO REASON. NOTHING IN THIS EMPLOYEE ~~MANUAL HANDBOOK~~, NOR ANY ORAL OR WRITTEN REPRESENTATION BY ANY EMPLOYEE, OFFICIAL OR MANAGER OF ADCS, OTHER THAN A WRITTEN CONTRACT SIGNED BY YOU AND AN AUTHORIZED OFFICER OF THE COMPANY ADCS SPECIFYING AN EMPLOYMENT TERM, CAN MODIFY THE AT- WILL NATURE OF AN EMPLOYEE’S EMPLOYMENT.

ADCS’S POLICIES AND PROCEDURES, INCLUDING THOSE STATED IN THIS ~~MANUAL HANDBOOK~~ AND THE ~~MANUAL HANDBOOK~~ ITSELF, ARE NOT TO BE INTERPRETED AS PROMISES OR CONTRACTS OF ANY KIND, REAL OR IMPLIED, BETWEEN ADCS AND ITS EMPLOYEES. THIS ~~MANUAL HANDBOOK~~ SUPERSEDES ALL PRIOR ORAL OR WRITTEN STATEMENTS BY THE COMPANY CONCERNING ITS EMPLOYMENT POLICIES, GUIDELINES, AND BENEFITS. FURTHERMORE, THE COMPANY RESERVES THE RIGHT TO AMEND, ALTER OR TERMINATE, IN WHOLE OR IN PART, ANY POLICIES OR PROCEDURES AT ANY TIME, WITH OR WITHOUT NOTICE. THE COMPANY’S BENEFIT PLANS AND PROGRAMS, WHICH ARE DESCRIBED IN SEPARATE MATERIALS, MAY BE REFERENCED IN THIS ~~MANUAL HANDBOOK~~. ALL BENEFITS TO WHICH EMPLOYEES OF ADCS MAY BE ENTITLED ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE PLAN DOCUMENTS BY WHICH THEY ARE GOVERNED, AND ADCS (OR ITS DESIGNEE) SHALL HAVE THE SOLE DISCRETION TO DETERMINE BENEFIT ELIGIBILITY AND INTERPRET THE TERMS AND CONDITIONS OF ANY SUCH BENEFIT PLANS OR PROGRAMS. ADCS RESERVES THE RIGHT TO AMEND, ALTER OR TERMINATE, IN WHOLE OR IN PART, ANY BENEFIT PLAN OR PROGRAM AT ANY TIME IN ITS SOLE DISCRETION.

Manual Handbook Acknowledgment

This Manual Handbook and any Addenda or Supplements thereto (the “Manual Handbook”) describes the policies, procedures, practices and benefits of The American Dream Charter School (“ADCS”). This Manual Handbook is designed to be a working guide for all ADCS employees. Please read it and retain it for future reference.

The contents of this Manual Handbook are only guidelines and cannot be viewed as creating a promise or contract by ADCS. Subject to applicable law, ADCS in its sole discretion has the right to decide that they may not be applied in some cases. ADCS also reserves the right at any time and without prior notification to amend or discontinue any of the policies, procedures, practices or employee benefits set forth in this Manual Handbook. Amendments or modifications to this Manual Handbook must be in writing and signed by ADCS’s Executive Director and are generally subject to the approval of ADCS’s Board of Directors. No other person has authority to modify or contradict by word or action the policies, practices and procedures of ADCS as described generally in this Manual Handbook. This Manual Handbook is written to comply with applicable federal, state, and local laws. In the event that any question arises regarding the meaning of any provision of this Manual Handbook, ADCS’s interpretation will govern.

Employment at ADCS is at will. ADCS employees have the absolute right to resign at any time with or without cause or notice. Similarly, ADCS may terminate the employment relationship at any time, with or without cause or notice. Nothing contained in this Manual Handbook should be interpreted as in any way limiting this at-will relationship.

I acknowledge that I have read, understand and agree to be bound by ADCS’s Mediation/Arbitration Policy as a condition of my employment and I understand that, as a consequence, I am voluntarily waiving my right to a jury trial with respect to any claims, disputes or controversies that relate in any way to my employment with ADCS or the termination thereof.

Electronic Communications Systems Interception Acknowledgment

As an employee of ADCS, I understand that all information stored in, transmitted or received through ADCS’s electronic communications systems is the property of ADCS, and that ADCS’s electronic communications systems are to be used for job-related purposes. I further understand that authorized representatives of ADCS may monitor my use of its electronic communications systems and may monitor, access, retrieve, read, disclose, and/or delete any material on those systems to ensure that such use is consistent with ADCS’s policies and interests. Further, I am aware that use of a password or other security measure does not in any way restrict ADCS’s right or ability to monitor, access, retrieve, read, disclose and/or delete any material on its electronic communications systems without notice.

I acknowledge that I have read and understand the Electronic Communications Systems Interception policy. I understand that my violation of this policy may result in disciplinary action against me, up to and including unpaid suspension and termination of my employment.

No Smoking Policy Acknowledgment

As an employee of ADCS, I understand that ADCS does not allow smoking, including the use of smokeless cigarettes and “vaping,” inside any space occupied by ADCS at any location, and that I am required to comply with this regulation.

I further understand that, as required by New York City law, ADCS may not take any adverse personnel action against me for reporting a violation of this smoking policy or otherwise exercising, or attempting to exercise, any right granted under the New York City Smoke-Free Air Act or this policy. Prohibited

retaliatory personnel actions include but are not limited to: dismissal; demotion; suspension; disciplinary action; negative performance evaluations; any action resulting in loss of staff, compensation or other benefit; failure to hire; failure to appoint; failure to promote; or transfer or assignment; or failure to transfer or assign, against the wishes of the affected employee.

I acknowledge that I have read and understand the No Smoking Policy. I understand that my violation of this policy may result in disciplinary action against me, up to and including unpaid suspension and termination of my employment.

Pledge of Confidentiality

I understand that during my employment with ADCS, I will acquire Confidential Information (as defined below), and that it is very important to ADCS that such information be kept confidential. Accordingly, I agree that at all times during my employment with ADCS and thereafter, I will hold such Confidential Information in strictest confidence, and will not, either directly or indirectly, disclose, publish, reproduce, transfer or furnish to any unauthorized person or entity any Confidential Information or otherwise use any Confidential Information except as necessary in the performance of my duties for ADCS, unless I have received prior written authorization from my supervisor.

I understand that "Confidential Information" means any and all information that ADCS treats as confidential, whether it is oral or written or in any other format, whether or not owned by or licensed to ADCS, and whether or not patentable. Confidential Information includes all information concerning students and student records, as required by applicable law, including but not limited to those set forth in the FERPA "Family and Educational Rights and Privacy Act". I further understand that Confidential Information does not include any information that (i) is or becomes generally known or available to the public through no fault of mine or of others who were under confidentiality obligations as to the item or items involved; (ii) was in my possession or known to me before I received or learned of it through my association with ADCS; or (iii) is lawfully obtained from a third party who is legally entitled to disclose such information.

If I am required by operation of law or court order to disclose any Confidential Information, I agree to provide ADCS with reasonable advance notice before disclosing the Confidential Information and will cooperate with ADCS's effort to prevent or restrict disclosure.

I agree that I will neither copy nor remove or transmit from ADCS's facilities any Confidential Information or documents containing Confidential Information, except for use in connection with performance of my duties for ADCS. I agree that at any time my employment is terminated for any reason by me or ADCS, I will deliver to ADCS (and will not keep copies of) any and all Confidential Information as well as all other documents, data, materials and property belonging to ADCS that is in my possession, whether in hard copy or electronic format.

I acknowledge and agree that these confidentiality obligations shall survive after my employment at ADCS ends. I acknowledge that I have read and understand the preceding pledge of confidentiality and agree to comply with it in all respects. I understand that my violation of the pledge of confidentiality may result in disciplinary action against me, up to and including unpaid suspension and termination of my employment.

Equal Opportunity Policy and Anti-Harassment Policy Acknowledgment

As an employee of ADCS, I understand that ADCS strictly prohibits conduct that constitutes or could lead or contribute to harassment based on race or color, religion or creed, alienage or citizenship status, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, disability, marital status, domestic partnership status, genetic information or predisposing genetic characteristics,

military status, domestic violence victim status, arrest or pre-employment conviction record, or any other characteristic protected by law.

I further understand that sexual harassment is a specific type of discriminatory harassment. This type of harassment can take the form of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, and it constitutes sexual harassment when: (1) submission to such conduct is made explicitly or implicitly a term or condition of an individual’s employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

Harassment does not require intent to offend. Thus, inappropriate conduct meant as a joke, a prank, or even a compliment can lead or contribute to harassment.

Non-Retaliation: —Threats or acts of retaliation against individuals who report inappropriate conduct pursuant to these policies or provide information in connection with a report by another individual will not be tolerated. In the event you believe that you have been retaliated against for such action, you should use the procedures in Section III.B of the Employee [ManualHandbook](#) to report the pertinent facts promptly. ADCS will investigate and take appropriate action in the manner described above.

I acknowledge that I have read and understand the Equal Opportunity Policy and Policy Against Harassment and I understand that my violation of these guidelines may result in disciplinary action against me, up to and including unpaid suspension and termination of my employment.

Conflicts of Interest Policy Acknowledgment

I acknowledge that I have read and understand ADCS’s Conflicts of Interest policy. I understand that as an employee of ADCS, I am expected to conduct myself so as to avoid any conflict of interest and any appearance of a conflict of interest. I further understand that I must disclose any actual or potential conflicts of interest in writing to ADCS’s Executive Director, and I confirm that I have complied with this requirement.

I understand that my violation of ADCS’s Conflicts of Interest policy may result in disciplinary action against me, up to and including unpaid suspension and termination of my employment.

I acknowledge that I have read and understand the preceding paragraphs. I also acknowledge that I have received a copy of this Employee [ManualHandbook](#), and that it is my responsibility to read it and become familiar with its contents. I acknowledge that this [ManualHandbook](#) supersedes all prior oral and written statements by ADCS concerning the employment policies, guidelines and benefits described herein. I understand that if I do not understand any portion of the [ManualHandbook](#) or if I have any questions not answered by the [ManualHandbook](#), I should consult with the Chief of Staff.

Employee’s Signature

Employee’s Name

Date

I. INTRODUCTION

We welcome you to the staff of ADCS. There is a great deal of work to be done in maintaining a committed and viable presence in the community. In meeting these commitments, we realize that above all else ADCS's greatest ~~partners resource in the achievement of its mission is~~ the people who make up its staff. As you join this group of dedicated men and women, we wish you success and a sense ~~purpose and~~ achievement in your work. The ~~school's leadership and administrative staff~~ ~~ation~~ will ~~try to do our best all that is possible to~~ cultivate a positive work setting that is collaborative and fosters innovation. ~~provide the setting and support for a good working relationship.~~

This Employee ManualHandbook outlines the major considerations in our working relationship. Please read it and retain it for future reference. Please note that the manual is a living document that may undergo modifications during the academic year. School leadership will do our best to keep all employees up-to-date when and if this occurs.

The contents of this ManualHandbook are only guidelines and cannot be viewed as creating a promise or contract by ADCS. ADCS has the right to decide that they may not be applied in some cases. Subject to applicable laws, ADCS in its sole discretion reserves the right at any time and without prior notification to amend or discontinue any of the policies, procedures, practices or employee benefits set forth in this ManualHandbook. Amendments or modifications to this ManualHandbook must be in writing and signed by ADCS's Executive Director and are generally subject to the approval of ADCS's Board of Directors. No other person has authority to modify or contradict by word or action the policies, practices and procedures of ADCS as described generally in this ManualHandbook. This ManualHandbook is written to comply with applicable federal, state, and local laws. To the extent that ADCS increases its size and additional laws are applicable, ADCS will amend the ManualHandbook in order to comply with applicable law. In the event that any question arises regarding the meaning of any provision of this ManualHandbook, ADCS's interpretation will govern.

While it is hoped that your employment relationship with ADCS will be mutually rewarding and long-term, this ManualHandbook is not, and should not be, construed as a contract or agreement of employment for any specific duration. Employment with ADCS is "at-will." This means that the Company may terminate the employment of any employee at any time, for any reason or for no reason, with or without cause or notice. Similarly, an employee may terminate her or his employment with ADCS at any time, for any reason or for no reason. Nothing contained in this ManualHandbook should be interpreted as in any way limiting this at-will relationship. ADCS's policies and procedures, including those stated in this ManualHandbook and the ManualHandbook itself, are not to be interpreted as promises or contracts of any kind, real or implied, between ADCS and its employees. This ManualHandbook supersedes all prior oral or written statements by the Company concerning its employment policies, guidelines and benefits.

II. ABOUT ADCS

The American Dream School is a dual-language (Spanish/English) middle and high school in the Mott Haven area of the South Bronx. The school opened in the Fall of 2014. We offer a project- based, dual-language program that cultivates bilingualism and biliteracy.

Mission Statement: The American Dream Charter School develops academic excellence in both Spanish and English, preparing students to excel in college and become leaders in their communities.

~~The American Dream School develops academic excellence for grades 6-12, preparing students to excel in college and become leaders in their communities.~~

Vision Statement: We strongly believe in cultivating an environment that is welcoming and encouraging for English language learners and immigrant students where learning and language development ~~experience is supported.~~

~~experience is supported.~~

Our students will graduate from The American Dream School bilingual and biliterate in English and Spanish. The model of instruction is designed to achieve academic success in both languages based on models that support language acquisition, both native language and new language.

III. EQUAL EMPLOYMENT OPPORTUNITY & NON-DISCRIMINATION POLICY

ADCS is an Equal Opportunity Employer and is committed to complying with all federal, state and local equal employment opportunity (“EEO”) laws. ADCS prohibits discrimination against employees and applicants for employment because of the individual’s race or color, religion or creed, alienage or citizenship status, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, gender nonconformity, status as a transgender or transsexual individual, disability, marital status, domestic partnership status, genetic information or predisposing genetic characteristics, military status, domestic violence victim status, arrest or pre-employment conviction record, or any other characteristic protected by law. This Policy applies to all ADCS activities, including, but not limited to, recruitment, hiring, compensation, benefits, assignment, training, promotion, transfer, performance evaluation, discipline and discharge. As detailed below, this Policy also bans discriminatory harassment. All employees are required to read and comply with this policy and to create and maintain an environment that is sensitive and respectful to all individuals.

ADCS will provide reasonable accommodation consistent with the law to otherwise qualified employees and applicants with a disability or who are pregnant and to employees and applicants with needs related to their religious observance or practices. What constitutes a reasonable accommodation depends on the circumstances and thus will be addressed by ADCS on a case-by-case basis.

A. Anti-Harassment Policy

1. In General

As part of its EEO Policy, ADCS prohibits conduct that constitutes or could lead or contribute to harassment because of an individual’s race or color, religion or creed, alienage or citizenship status, sex (including pregnancy), national origin, age, sexual orientation, gender identity or expression, disability, marital status, domestic partnership status, genetic information or predisposing genetic characteristics, military status, domestic violence victim status, arrest or pre-employment conviction record, or any other characteristic protected by law. Examples of such conduct include, but are not limited to:

~~• ethnic slurs;~~

- ~~use of ADCS computers (including via the Internet) or ADCS’s e-mail system to view or distribute offensive communications; and/or~~

- ~~ethnic slurs;~~

- threatening, intimidating, or hostile acts directed at a particular race, sex (including transgender) or religious group or directed at an individual because of his or her sexual orientation, color or ethnicity.

Harassment does not require intent to offend. Thus, inappropriate conduct or language meant as a joke, a prank, or even a compliment can lead or contribute to harassment.

2. Pregnancy and Employment Rights

ADCS prohibits discrimination on the basis of pregnancy, childbirth or a related medical condition. ADCS will grant reasonable accommodations to pregnant employees and those recovering from childbirth or a related medical condition in order to allow them to perform the essential functions of their job. Such accommodations may include bathroom breaks, breaks to facilitate increased water consumption, periodic rest for employees who stand for long periods of time, assistance with manual labor, changes to work environment and unpaid medical leave.

3. Sexual Harassment Specifically

ADCS prohibits all forms of sexual harassment, which is a specific type of discriminatory harassment. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: (i) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

ADCS prohibits conduct that constitutes or could lead or contribute to sexual harassment. Examples of such conduct include, but are not limited to:

- unwelcome sexual flirtations, advances or propositions;
- inappropriate touching of an individual's body;
- graphic verbal comments about an individual's body or appearance;
- sexually degrading words used to describe an individual; and/or
- the use of ADCS computers (including via the Internet) or ADCS's e-mail system to display or distribute sexually explicit images, messages, or cartoons.

4. Supervisors

Additional rules apply to individuals with supervisory authority at ADCS. No one with a supervisory role may at any time: (1) threaten or imply that an individual's submission to or rejection of a sexual advance, or harassment or discrimination based on any other protected category, will in any way influence any decision regarding that individual's employment, performance evaluation, advancement, compensation, assignments, discipline, discharge, or any

other term or condition of employment; or (2) make any employment decision concerning an individual on any discriminatory basis.

B. Complaint and Investigation Procedures

If you believe that you or another individual has been subjected to any conduct of the type prohibited by the Equal Employment Opportunity and Non-Discrimination Policy, you are required to report the relevant facts promptly.

Employees should ordinarily direct such reports to the Campus Director. Alternatively, employees may direct reports to the Chief of Staff, ~~or~~ Executive Director or HR Coordinator. Employees should choose whichever individual they feel more comfortable contacting under the circumstances. Employees should report the conduct regardless of the offender's position at ADCS and should also report the conduct even if the offender is not employed at ADCS (for example, a vendor or consultant). Prompt reporting is very important so that ADCS can act to stop the conduct before it is repeated. All reports will be followed up promptly, with further investigation conducted where needed to confirm facts or resolve disputed facts. In conducting its investigations, ADCS will strive to keep the identity of individuals making reports as confidential as possible. However, confidentiality cannot be assured because it may be necessary to discuss allegations with the accused individual and/or others in order for ADCS to conduct a thorough investigation.

Employees involved in an investigation are expected to:

- ~~Cooperate fully;~~
- ~~Be completely honest and forthcoming; and~~
 - ~~Agree to limit the flow of information only to those who need to know as determined by ADCS.~~
 - Be completely honest and forthcoming; and
 - Cooperate fully.

If, as a result of the investigation, it is determined that unlawful discrimination, harassment and/or sexual harassment has occurred, ADCS will take such prompt remedial action as it deems reasonably necessary under the circumstances to both stop the inappropriate conduct and prevent it from recurring in the future. Depending on the circumstances, appropriate remedial action may take the form of disciplinary action, up to and including termination of employment.

Individuals who violate this Policy will be subject to discipline as described in Section XVII below and may be personally liable under applicable law. Appropriate disciplinary action will also be taken against any employee who knowingly and willfully makes a false allegation concerning an alleged violation of this Policy.

C. Non-Retaliation

It is unlawful and expressly against ADCS policy for any person to retaliate against any other person for making a complaint of discrimination, harassment and/or sexual harassment, or for cooperating in an investigation of any allegations of discrimination, harassment and/or sexual

harassment. Threats or acts of retaliation against individuals who report inappropriate conduct in good faith pursuant to this Policy or provide information in connection with a report by another individual will not be tolerated. In the event you believe that you have been retaliated against for such action, you should use the above procedures to report the pertinent facts promptly. Employees should ordinarily direct such reports to the Campus Director. Alternatively, employees may direct reports to the Chief of Staff or Executive Director. ADCS will investigate and take appropriate action in the manner described above. Any person found to have retaliated against an individual for reporting discrimination, harassment and/or sexual harassment, or for participating in an investigation of allegations of any such conduct, may be subject to disciplinary action, up to and including termination of employment.

IV. POLICY AGAINST CONFLICTS OF INTEREST

ADCS expects its employees to conduct business according to the highest ethical standards of conduct and to devote their best efforts to the interests of ADCS. All employees must avoid any actions that could create a conflict of interest or the appearance of such a conflict or reflect unfavorably on them or on ADCS.

In addition to complying with the policy stated here, as a condition of employment, all ADCS employees are required to sign and abide by a “Conflicts of Interest and Confidentiality” agreement.

In general, a potential or actual conflict of interest (or the appearance of such a conflict) occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse, significant other or children) as a result of ADCS’s business dealings. Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently pose a potential conflict. It is expected that any doubts, questions or uncertainty about a potential conflict of interest will be raised immediately with the employee’s supervisor, or the Executive Director. Any potential or actual conflict of interest should be disclosed promptly in writing to the employee’s direct supervisor.

An employee’s violation of any ADCS policy or agreement relating to conflicts of interest and confidentiality may result in disciplinary action, up to and including unpaid suspension and termination of employment.

A. Equipment and Work Product

ADCS equipment, files, and materials with which employees may come into contact are the sole property of ADCS and are not to be used without the express permission of ADCS for any purposes outside an employee’s responsibilities to ADCS. This includes, but is not limited to, equipment and office property; ADCS credit accounts; software; mailing lists; intellectual property, including any ADCS-related work produced by you during your employment with the School, such as lesson plans, unit plans, assessments, recruitment materials; and written materials such as brochures, reports, publications, and press materials. Without express written authorization from the Executive Director, no such property of ADCS shall be developed for or diverted to an employee’s private interest or the interest of any third party. All such property along with any copies must be turned over to ADCS on termination of employment.

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B. ADCS's Name and Goodwill

It is understood that total content and appearance of material using ADCS's name and the accuracy of statements made by an employee may affect ADCS and its reputation. Employees are expected, therefore, to safeguard that reputation and not engage in any activities that involve the actual or apparent: (1) use of employment with ADCS or ADCS's name, contacts, work products, opportunities or other property to further outside activities, business or employment; (2) association of ADCS with any outside activities, business or employment; (3) use of ADCS's name in such a way as to lend weight or prestige to an employee's sponsorship of a political party or cause; or (4) use of ADCS's name in an endorsement of the product, services or cause of any outside company or organization.

C. Outside Employment

Regular full-time employees are expected to devote the full time and energy necessary to perform their duties on behalf of ADCS. Employees who contemplate taking on any outside professional or business activities, including but not limited to consulting, writing, and speaking engagements, that might interfere with their work at ADCS, interfere or conflict with ADCS's interests, or is a result of their employment with ADCS, must obtain prior written approval of the Executive Director. If an employee's performance and/or attendance is adversely affected by the outside employment, or where the Executive Director determines that the arrangement conflicts with ADCS, the employee may be requested to either resign from the outside employment or from ADCS.

D. Publications

Any publication by an employee must be approved in advance and in writing by the Executive Director if it: (1) bears ADCS's name, (2) pertains to the subject matter of ADCS's work, (3) results from a communication to or by the employee at ADCS or in her/his capacity as an employee, and/ or (4) utilizes any of ADCS's facilities, equipment, or work products.

E. Financial Interest in Other Business

Employees must disclose to the Executive Director if they have an ownership interest in any entity that does business with ADCS, except for owning fewer than 5% of the shares of a publicly traded entity that does business with ADCS.

F. Acceptance of Gifts

No employee may solicit or accept gifts, entertainment or other benefits in excess of \$100.00 from potential or actual business partners, licensees, contractors, or grantees, absent prior written approval of the Executive Director.

An employee may pay reasonable and appropriate costs of a working meal with potential or actual business contacts if such activities are consistent with accepted business practices, do not violate any law or generally accepted ethical standards, and the public disclosure of facts will not embarrass or cause any harm to ADCS. Any questions regarding this policy should be addressed to the Executive Director.

V. EMPLOYEE CATEGORIES

For purposes of determining eligibility for benefits and the applicability of various policies, ADCS uses the employee categories below. Because all employees are at-will, these classifications do not guarantee employment for any specific period.

A. Full & Part-time Employees

Full-time employees are expected to work at least 35 hours per week. At times, full-time employees may be required to work additional hours to ensure the timely completion of their work. Part-time employees are regularly scheduled to work between 15 and 35 hours per week.

B. Administrative and Teaching Employees

Administrative and non-instructional employees (e.g. the Executive Director, Campus Directors, Chief of Staff, Deans and Administrative support staff) work 52 weeks a year, inclusive of school holidays and vacations. Teaching employees work during the academic year, and do not work during school holidays and the summer, in accordance with the ADCS academic calendar.

C. Exempt & Non-Exempt Employees

All employees are covered under the FLSA. In compliance with the FLSA, at the time of hire an employee's position is classified as either "non-exempt" or "exempt" based on assigned tasks and job responsibilities. These job classifications determine an employee's eligibility for overtime compensation. In general, "exempt" employees are those whose positions involve the performance of certain administrative, executive, professional and/or certain computer-related job functions and duties. Employees whose positions are classified as exempt are not entitled to receive overtime compensation, regardless of the number of hours worked. "Non-exempt" employees are those employees who typically occupy all other positions and who are entitled to receive overtime compensation in accordance with applicable federal, state and local laws. Non-exempt employees must obtain the prior approval of their supervisor before working overtime. If you have any questions regarding your job classification, please contact the Chief of Staff.

D. Wage and Pay Notifications

In accordance with the New York Wage Theft Prevention Act, upon commencing employment, employees will receive a notice that specifies, among other things, the employee's rate of pay, overtime rate (if applicable), and designated pay day. To the extent required by law, employees will receive a similar notice at any point during the year should any of the wage and payment information previously provided change.

VI. WORK HOURS AND COMPENSATION

A. Office Hours, Attendance, and Coverage

1. Office Hours

ADCS's ~~ordinary~~ Middle School ~~business-instructional~~ hours are from 7:3000 a.m. to 33:55 45p.m Monday through Friday, with forty-five minutes for lunch. ADCS's ~~ordinary~~ High School ~~instructional business~~ hours are from 7:3045 a.m. to 34:4800 p.m. Monday through Friday, with forty-five minutes for lunch. Notwithstanding these business hours, exempt employees are expected to work such hours as are necessary to fulfill their job responsibilities, with a guaranteed half-hour for lunch. Employees are expected to be available during normal working hours when the school is operating in a remote model, unless different times are provided by their supervisor.

2. Attendance & Punctuality

Punctuality and regular and reliable work attendance are essential job functions. Poor attendance, tardiness, and early departures have a significant impact on overall job performance. ADCS has a strict policy regarding tardiness, which is defined as the failure of an employee to report to his or her desk or classroom within five minutes of his or her assigned time. Employees are expected to be at their desks or classrooms, fully prepared and ready to work, at their assigned time. ~~Employees assigned to breakfast duty are expected to be at their assigned area at~~

~~7:2000 a.m. Employees that are not assigned to breakfast duty are expected to be at their assigned area, on time based on their daily work schedule, at 7:30 a.m. ADCS's expectation is that employees who are not involved in business travel will be at work at ADCS's office during regularly scheduled business hours.~~

Occasionally, tardiness cannot be avoided and is understandable and excused. Excessive tardiness will not be acceptable, however. Excessive tardiness is defined as being late without excusal on more than two occasions in any 30-day period. Employees will receive a written disciplinary warning for a first instance of excessive tardiness. ~~Additional~~ ~~Subsequent~~ instances of excessive tardiness may subject employees to further disciplinary action, including ~~required participation in the administrative referral program, creation of an employee improvement plan with the Human Resources Coordinator, and also~~ suspension and/or termination of employment. When an employee is not in the office due to illness, vacation, training, business travel or at an outside meeting, the employee should let his or her supervisor and the administrative assistant know his or her whereabouts before the office opens for business. Similarly, if an employee is delayed in the morning or unable to come to work, the employee is expected to notify the administrative assistant by calling her cellular phone by 5:15 a.m. Leaving a message with a co-worker is unacceptable unless the employee is unable to notify the administrative assistant and supervisor. If an employee is working out of the office that day (on travel, or at an outside meeting), he or she should also alert at least one of these persons as to the best way to reach him or her.

If it becomes necessary for an employee to leave ADCS during working hours for personal reasons, he or she must obtain permission in advance from her or his supervisor. Leaving a message with a co-worker is unacceptable unless the employee is unable to notify his or her supervisor. If illness or other reason for absence continues, the employee should keep the receptionist, and his or her supervisor(s) or assistant, informed of the circumstances on a daily basis.

Violation of this Policy may lead to ADCS action as described in Section XVII. Non- exempt employees will not be paid for time lost due to lateness or early departures.

Internal Investigations and Searches

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From time to time, in accordance with applicable law, ADCS may conduct internal investigations pertaining to security, auditing or work-related matters (excluding NLRB charges and union sympathies). Employees are required to cooperate fully with and assist in these investigations if requested to do so. During internal investigations, which do not involve protected concerted activity and in which there is an overriding employer interest in maintaining confidentiality, employees will have no right to have any third parties present or to tape record.

New York City Temporary Schedule Change Law

Employees (whether full-time, part-time, or temporary) who work more than 80 hours per calendar and who have been employed for a least 120 days are entitled to a temporary change to the employee’s work schedule on up to two (2) occasions, each totaling one (1) business day, each year to accommodate a “personal event.” A temporary change can include swapping or shifting working hours, using short-term unpaid leave, paid time off, or working remotely.

Employees may request a temporary change for the following personal events: (a) to care for a child under the age of 18; (b) to care for a person with a disability who is a family or household member and relies on the employee for medical care to meet the needs of daily living; (c) to attend a legal proceeding or hearing for public benefits to which the employee, a family member, or the employee’s minor child or care recipient is a party; or (d) any other reason for which the employee may use leave under New York City’s Earned Safe and Sick Time Act.

3. **Absence Without Leave**

Employees who are absent from work for three (3) consecutive scheduled workdays and who fail to communicate to ADCS a reason for such absence in accordance with any applicable leave policies will be considered to have constructively resigned their employment with ADCS.

4. **Children in the Workplace Policy**

Employees are welcome to bring their children to visit their worksite during the work day, provided that the visits are infrequent, brief and planned in a fashion that limits disruption to the workplace. While children are in the workplace, they must be directly supervised by the host/parent at all times. If the frequency, length or nature of visits becomes problematic during the work day, the employee will be advised of the situation and will be expected to take corrective action.

Employees are not permitted to bring ill children to work. This policy is not to be utilized as a backup childcare arrangement. Employees are provided paid time off benefits which should be used for personal reasons or to care for an ill child. Employees may consult [company’s EAP provider] to find an emergency care provider to care for sick children.

B. Compensation

1. **-Time Records**

Non-exempt employees are required to record accurately, on a daily basis, all time worked, vacation days, personal days, sick days, etc. Weekly time and attendance sheets are distributed for this purpose and should be returned to the financial office on Monday of the following week.

Exempt employees are required to record accurately, on a daily basis, their start time by clocking into the time and attendance system. While not responsible for recording time-hours worked on a daily basis (i.e.

~~clocking out), must accurately record the number of vacation, sick and personal days used each month, on a monthly in the school's time card/time and attendance system that will be distributed for this purpose. This time card should be returned to the financial office on the first day of the following month.~~

2. Pay Day

Pay days are semi-monthly on the fifteenth and last days of the month. If these dates fall on a weekend or holiday, the pay day will be the last prior working day. Pay may be made by direct deposit to an employee's bank account upon authorization to ADCS to do so.

3. Payroll Deductions

ADCS is required by law to deduct Social Security, Medicare and applicable federal, state and city income taxes from employees' paychecks. Because the amount withheld depends upon an employee's place of residence and the number of exemptions claimed on W-4 forms, the financial office should be notified when these factors change.

Deductions will also be made for taxes attributable to the taxable portion of various benefits provided by ADCS (e.g., health benefits, life insurance), as well as for any contributions to ADCS-sponsored retirement accounts, as permitted by federal, state and local law.

4. Salary Deductions for Exempt Employees

ADCS may deduct pay from an exempt employee's salary only in the following circumstances:

- ~~For one or more full days of absence from work for personal reasons (not counting the one (2) personal day provided to employees under ADCS's Personal Days Policy), other than sickness or disability;~~
- ~~For one or more full days of absence from work due to sickness or disability if such deductions are made in accordance with ADCS's plan,~~
- ~~policy or practice of providing compensation for salary lost due to sickness or disability;~~
- ~~To offset any amounts received as military pay, for jury duty, or for witness service;~~
- ~~For unpaid leave taken pursuant to ADCS's Family and Medical Leave Policy;~~
- ~~For disciplinary suspensions of one or more full days made in good faith for violations of written workplace conduct rules; and~~
- ~~For time not actually worked in the first and last weeks of employment with ADCS.~~
- ~~For court-ordered garnishments;~~

~~• For one or more full days of absence from work for personal reasons (not counting the one (1) personal day provided to employees under ADCS's Personal Days Policy), other than sickness or disability;~~

~~• For one or more full days of absence from work due to sickness or disability if such deductions are made in accordance with ADCS's plan,~~

~~• policy or practice of providing compensation for salary lost due to sickness or disability;~~

~~• To offset any amounts received as military pay, for jury duty, or for witness service;~~

~~• For unpaid leave taken pursuant to ADCS's Family and Medical Leave Policy;~~

- ~~For court-ordered garnishments;~~
- ~~For disciplinary suspensions of one or more full days made in good faith for violations of written workplace conduct rules; and~~
- ~~For time not actually worked in the first and last weeks of employment with ADCS.~~

ADCS will not deduct pay from an exempt employee's salary for any other reason than those set forth above.

5. Reporting Improper Deductions/Payroll Errors

If you believe that your salary was subject to an improper deduction, you should promptly report the relevant facts in writing to the Chief of Staff. ADCS will follow up, and, if it determines in its discretion that an improper deduction was made, will reimburse you. No adverse action will be taken against an employee for reporting in good faith the belief that he or she has had improper deductions taken from his or her salary.

6. Overtime

Depending on ADCS's work needs, non-exempt employees may be required to work in excess of their scheduled hours per week. Non-exempt employees will receive overtime pay for all extra hours worked during a work week (Sunday at 12:01 a.m. to Saturday at 12:00 a.m.). Pay is granted at a straight rate (one hour of overtime pay for each extra hour worked) for all hours worked up to forty hours per week; overtime pay is granted at a rate of time and a half (one and a half hours of overtime pay for each extra hour worked) for hours worked in excess of forty. Time worked beyond an employee's regular schedule, during a week when a non-exempt employee works 40 hours or less (e.g., during summer hours, weeks including holidays or weeks in which the employee has taken vacation, personal or sick leave), is paid at the employee's regular hourly rate. Vacation days, holidays, sick leave days and other time spent not working (e.g., unpaid mandatory lunch breaks), do not count as hours worked for the purpose of calculating overtime.

Non-exempt employees must obtain ~~written~~ approval from their supervisor before working any extra hours. Employees working overtime without such approval may be subject to disciplinary action. Employees are required to enter a description of the work that was done during overtime in the time and attendance system.

Exempt employees do not receive overtime pay.

VII. JOB PERFORMANCE

A. Performance Evaluations

ADCS endeavors to formally evaluate all employees annually on or around the end of each school year.

The primary purpose of an evaluation is to review an employee’s performance over the prior year – to discuss what has gone right, what has gone wrong, and the employee’s strengths and weaknesses. The evaluation also is an opportunity for the employee and his or her supervisor to discuss ways in which the employee can improve performance in his or her present position or prepare for a position of greater responsibility.

A favorable evaluation does not guarantee continued employment or increased compensation, nor does failure to conduct a formal review preclude termination.

B. Personnel Records and Employee Data Form

The Chief of Staff maintains a file for each employee containing necessary personnel information. The personnel files are confidential and are not available for employee review except as may be required by law.

It is important that personnel information be kept up-to-date. Employees should notify the Chief of Staff of any changes to the information recorded on ADCS’s Employee Data Form. Such information includes, but is not limited to, the following:

Name	Home telephone number
Home address	Marital status
Additional education	Emergency contact(s)
Number of dependents	Additional license or certification
I-9 Form	W-4 Form

VIII. LEAVE

A. Vacation

Administrative employees earn paid vacation days based on their years of service to the American Dream Charter School and at the rate set forth below:

Years of Service to ADCS	Accrual of Paid Vacation Days Per Month	Paid Vacation Days Per Calendar Year
0-1 year of service	.417	5 days or 40 hours
1-2 years of service	.583	7 days or 56 hours
2-3 years of service	.833	10 days or 80 hours
More than 3 years of service	1.25	15 days or 120 hours

Part-time administrative employees earn vacation days on a pro rata basis. Vacation days will be subject to certain “blackout days” on which administrative employees will not be permitted to take vacation days. Employees will be informed of these “blackout days” at the beginning of each school year. **If an employee that accrues vacation time does not take all of his or her vacation days available in any given academic year by September 30th, with the approval of the Executive or Chairman of the Board, the employee may carry up to 105 unused vacation days into the next academic year. For example, if an employee that accrues vacation time does not take all of his or her vacation days in school year 2021-2022 by September 30th of**

2022, the employee may carry up to 5 unused vacation days into school year 2022-2023. Any vacation days in excess of 105 unused vacation days, with the approval of the Executive or Chairman of the Board, can be paid out to the employee based on their daily compensations shall be deemed to have been forfeited.

Teaching employees will receive all vacation days in accordance with the ADCS academic calendar. As these days do not accrue, teaching employees may not carry over vacation days from calendar year to calendar year, and teaching employees will not be paid out for unused vacation time upon separation from employment. ADCS reserves the right to modify the number of vacation days set forth in the academic calendar as necessary to comply with the required number of classroom hours in an academic year. Teaching employees will not be permitted to take vacation days beyond those allotted in the ADCS academic calendar. Sick time taken in excess of 56 hours per school year will be unpaid. Unused sick days are not payable upon separation from employment and do not carry over to the following year or accumulate. However, eligible staff members may have unused sick days paid out at the end of the school year based on their daily compensation. A staff member becomes ineligible for this benefit if they neglect to follow absent and or late procedures at anytime during the school year and/or if they have been chronically late during the school year. Any vacation of personal days taken in excess of the bank accrued will be unpaid.

Teaching employees should have at least 2 lessons prepared in advance in preparation for an unexpected absence. Teachers are responsible for preparing detailed lesson plans for each class they will miss due to absence. These lesson plans should be aligned with the curriculum and include all necessary materials, resources, and instructions for the substitute teacher. Lesson plans should be accessible to the school administration and substitute teacher either physically or digitally

An employee must obtain the approval of his or her supervisor before scheduling his or her vacation days. While every effort will be made to give an employee the vacation dates of his or her preference, vacations should be scheduled at a time which will least interfere with the efficient functioning of the department.

Accrued unused vacation days are not paid upon separation of employment.

B. Holidays and Personal Days

ADCS also observes holidays in accordance with the ADCS academic calendar.

In addition to the vacation days and holidays provided in the academic calendar, two (2) personal day will be earned at the start of the academic year, July 1st. Personal days are not carried over from calendar year to calendar year. An employee must give his or her supervisor advance notice before taking a personal day. It is understood that emergency situations will arise where advance notice is impossible; in these situations, the employee must call the administrative assistant on her cellular phone to indicate that he or she is using a personal day. If a telephone call is not made the day will be deemed to be an unpaid day of leave. Unused personal days are not payable upon separation from employment.

C. Earned Sick and Safe Time Policy

Procedure for using sick time: If you cannot come to work due to illness, for example, and need to use sick time please follow the following procedures. Call and speak to your campus director. If no answer, leave a quick message and then call the Executive Director. Next, log your absence in our time an attendance program Kronos. If you have advanced notice that you will use sick to for a scheduled medical appointment, please let your Campus Director know in advance and as soon as possible (seven days is preferred).

Under New York City's Earned Sick and Safe Time Act ("ESSTA"), employees who work at least eighty (80) hours per year within the boroughs of New York City are able to accrue paid sick and "safe time" leave

at the rate of one (1) hour for every thirty (30) hours worked within the City (“ESSTA Leave”). Full-time ADS administrative employees accrue their fifty-six (56) hours of sick leave on July 1st of each year. Instructional employees accrue their fifty-six (56) hours sick leave on August 1st of each year. The maximum amount of ESSTA Leave that can be accrued for full-time employees is fifty-six (56) hours in one year and forty (40) hours for part-time employees in one year. **Sick time taken in excess of 56 hours per school year will be unpaid.**

Employees of ADCS who are eligible for vacation benefits will not receive a greater total amount vacation or other accrued leave as a result of any provisions of this Policy. Rather, with the exception of leave provided under ADCS’s Paid Family Leave Policy (“PFL Leave”), use of ESSTA Leave will run concurrently with use of vacation or other accrued leave time until all ESSTA Leave benefits (whether accrued, or projected to be accrued, during the academic year beginning July 1) are exhausted. Employees will have the option to have ESSTA Leave run concurrently with PFL Leave, if the ESSTA Leave also qualifies as PFL Leave, but employees are not required to use ESSTA Leave during a period of PFL Leave. Employees may use vacation or other accrued benefits under ADCS’s other leave policies for ESSTA qualifying reasons, if they so choose, but are not required to do so; however, employees may only use PFL Leave for ESSTA qualifying reasons if the leave in question would also qualify as PFL Leave.

Once an employee uses their maximum numbers of hours of vacation or other accrued leave for ESSTA qualifying reasons, with the exception of PFL Leave (unless the employee elects to utilize ESSTA Leave during a period of PFL Leave), during the academic year (or pro-rated amount for certain part-time employees who may accrue less than their maximum number of hours of ESSTA Leave per year), for any reason, ESSTA Leave will be deemed exhausted for the academic year. The provisions below relating to use of ESSTA Leave apply only when the paid leave benefits are used for ESSTA qualifying purposes, up to the maximum number hours of paid leave benefits (or pro-rated amount for part-time employees) used during the academic year beginning July 1.

Definitions:

For purposes of this Policy:

- “Family offense matter” means an act, or threat of an act that may constitute disorderly conduct, harassment in the first degree, harassment in the second degree, aggravated harassment in the second degree, sexual misconduct, forcible touching, sexual abuse in the third degree, sexual abuse in the second degree, stalking in the first degree, stalking in the second degree, stalking in the third degree, stalking in the fourth degree, criminal mischief, menacing in the second degree, menacing in the third degree, reckless endangerment, strangulation in the first degree, strangulation in the second degree, criminal obstruction of breathing or blood circulation, assault in the second degree, assault in the third degree, an attempted assault, identity theft in the first degree, identity theft in the second degree, identity theft in the third degree, grand larceny in the fourth degree, grand larceny in the third degree or coercion in the second degree (as those terms are defined by applicable sections of the New York Penal Law) between spouses or former spouses, between parent and child, or between members of the same family or household.
- “Family member” means an employee’s child, spouse, domestic partner, parent, sibling, grandchild, grandparent, the child or parent of an employee’s spouse or domestic partner, any other individual related by blood to the employee, or any other individual whose close association with the employee is the equivalent of a family relationship.
- “Member of the same family or household” means (i) persons related by blood or through marriage; (ii) persons legally married to or in a domestic partnership with one another; (iii) persons formerly married to or in a domestic partnership with one another regardless of whether they still reside in the same household; (iv) persons who have a child in common, regardless of whether such persons have been married or domestic partners or have lived together at any time; and (v) persons who are not related by blood or through marriage and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time.

Permissible Purposes of ESSTA Leave Usage:

Employees may use accrued ESSTA Leave for absences from work during mandatory hours the employee was scheduled to work within New York City, for the following reasons:

1. **Personal Medical Care:** The employee's mental or physical illness, injury or health condition; or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or need for preventative medical care;
2. **Family Medical Care:** Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventative medical care; or
3. **Ordered Closure Due to Public Health Emergency:** Employees may be eligible to use leave in certain circumstances in the event of an ordered closure due to an officially-declared "public health emergency" issued by the NYC Commissioner of Health or New York City Mayor.
4. **Safe Time:** When the employee or a family member of the employee has been the victim of a family offense matter, sexual offense, stalking, or human trafficking for the following reasons:
 - a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
 - b. To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
 - c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - d. To file a complaint or domestic incident report with law enforcement;
 - e. To meet with a district attorney's office;
 - f. To enroll children in a new school; or
 - g. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Accruals:

Eligible employees will begin to accrue ESSTA Leave upon their date of hire. Eligible employees who have accrued ESSTA Leave may begin to use the accrued ESSTA Leave one hundred and twenty (120) days after their date of hire, or earlier if paid leave is available under other ADCS policies. Eligible employees may neither accrue nor use more than their maximum hours (set forth above) of ESSTA Leave during any academic year beginning July 1. Unused ESSTA Leave is not eligible for payout at termination.

If an employee is rehired within six (6) months, prior employment counts toward the one hundred and twenty (120) day waiting period for use, and previously accrued unused leave is reinstated, unless the employee has been paid out for unused leave when the employee terminated with ADCS.

Advanced Notice for Requesting Sick Leave (ESSTA) Leave:

In order to use accrued ESSTA Leave, employees must provide reasonable notice of the need to use ESSTA Leave.

- If the need for ESSTA Leave is foreseeable, employees must contact their supervisor in writing as early as seven (7) days in advance of the need for time off. If the need for sick leave is not foreseeable seven (7) days in advance, employees are required to give ADCS notice as soon as it is practicable.

- Requests to use ESSTA Leave in an increment of less than four (4) hours may be denied, or the employee may be recorded as having used four (4) hours of ESSTA Leave, at the discretion of ADCS, as long as such minimum increment is reasonable under the circumstances. The employee's regular rate of pay for the scheduled hours will apply.

Verification/Documentation:

For absences of up to three (3) consecutive work days, the employee must submit written confirmation of the purpose for which ESSTA Leave was used, as authorized under this policy. Medical documentation is not required, except as required by law.

For absences of more than three (3) consecutive work days relating to Personal Medical Care or Family Medical Care (as described above), the employee must provide documentation signed by a licensed health care provider, verifying that the ESSTA Leave was used for an authorized purpose and verifying the need for the amount of ESSTA Leave taken.

For absences of more than three (3) consecutive work days relating to Safe Time (as described above), the employee must provide documentation verifying that Safe Time was used for an authorized purpose and verifying the need for the amount of Safe Time taken, such as documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or the employee's family member has sought assistance in addressing family offense matters, sexual 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.

Misuse of ESSTA Leave:

If an employee misuses ESSTA Leave under this Policy, they will be subject to disciplinary action, up to and including termination of employment.

Academic Year-End:

The academic year will run from July 1st through June 31st. If an employee has accrued ESSTA Leave remaining on June 31st, the unused ESSTA Leave will be carried over to the next year, up to a maximum of forty (40) hours. Upon separation from employment, for any reason, any accrued but unused ESSTA Leave will not be paid out.

Non-Retaliation:

No employee who requests to use or uses ESSTA Leave for purposes authorized under this Policy will be subject to retaliation. No employee who makes a good faith complaint regarding any alleged violation of this Policy will be subject to retaliation.

D. Bereavement Leave

In the event of the death of a member of an employee's immediate family (parent, spouse, domestic partner, child, sibling, grandparents, step-parents, step-siblings, and step- children), paid leave of up to three days is granted to an employee. Also, in the event of the death of a member of an employee's household, paid leave of up to three days may be granted at the discretion of the Campus Director. Any additional days are to be charged to the employee's personal or vacation days and must be approved in advance by the Campus Director or his or her immediate supervisor. Abuse of bereavement leave, even if an employee is within the allotted number of permitted days, will be considered grounds for disciplinary action, up to and including unpaid suspension and termination of employment.

E. Jury Duty

If you receive a jury duty summons, please notify your supervisor immediately so they may plan the department's work with as little disruption as possible. All ADCS employees will be granted 2 days of full paid leave for jury duty. After the first 2 days of full paid leave for jury duty, ADCS employees required to continue to appear for jury duty on a regularly scheduled workday will be paid their regular compensation up to \$40.00 per day for the next three (3) days of jury duty service. An employee summoned for jury duty must give his or her supervisor a copy of the summons as soon as it is received, and must provide the Chief of Staff with a certification of completion once jury duty has ended. If jury duty occupies only part of the day, the employee is expected, if possible, to report for work when dismissed from court. Abuse of jury duty leave will be considered grounds for disciplinary action, up to and including unpaid suspension and termination of employment.

F. Military Obligations

ADCS will grant unpaid military leave to all employees who volunteer for regular active duty or who are in the reserves and called up for active duty upon provision of appropriate documentation from the applicable armed service. An employee who is called to duty should immediately notify his or her supervisor and the Campus Director. Employees may elect to apply any accrued, unused vacation time towards their military leave.

Employees on military leave are entitled to benefits in accordance with applicable state and federal laws. When the employee returns from military leave, rights regarding his or her employment will be in accordance with applicable state and federal laws. Employees who have questions about military leave should contact the Chief of Staff.

G. Election Day

ADCS encourages all employees to exercise their right to vote. Although Election Day is not one of the recognized ADCS holidays, ADCS applies the following policy:

An employee who is eligible to vote and who has less than four consecutive hours either between the opening of the polls and the beginning of his or her working shift, or between the end of his or her working shift and the closing of the polls, may take off as much working time as will, when added to his or her voting time outside his working hours, enable him or her to vote. However, an employee will only be paid for up to two hours of such time off.

An employee who requires time off to vote must notify his or her supervisor at least two days prior to Election Day.

H. Right of Nursing Mothers to Express Breast Milk

ADCS will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child for up to three years following the child's birth. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid.

ADCS will make reasonable efforts to provide employees with the use of a room or location other than a bathroom for the employee to express milk in private. This location may be the employee's private office, if applicable.

ADCS may not be able to provide additional break time if doing so would impose an undue hardship with respect to its business operations. Please speak to the Chief of Staff if you have questions regarding this policy.

I. Paid Child Care Leave

In addition to any disability benefits to which a new parent may be entitled pursuant to ADCS's Short-Term Disability Policy, full-time employees (male or female) who have worked for ADCS for at least one year are eligible for two (2) weeks of Paid Child Care Leave immediately prior to or after the birth or placement of a child with an employee for adoption or foster care.

Leave under this Policy runs concurrently with Leave under ADCS's Family and Medical Leave Policy. Except in extraordinary circumstances (as determined by ADCS in its sole discretion), an employee will be granted Paid Child Care Leave only once in a 12-month period, which will be measured from the date the employee's first Paid Child Care Leave begins.

1. Procedure for Taking Paid Child Care Leave

Whenever the need for Paid Child Care Leave is foreseeable, an employee must give the Campus Director a minimum of thirty (30) days' notice before the Paid Child Care Leave begins. If, however, such notice is impracticable, the employee must provide notice as soon as is practicable under the circumstances.

Prior to departing for Paid Child Care Leave, the employee must advise the Campus Director of his or her expected return date. This date may be adjusted at ADCS's discretion if the employee so requests.

2. Continuation of Employee Benefits During Paid Child Care Leave

Employees will not accrue vacation or receive pay for holidays while on Paid Child Care Leave. Benefits coverage will continue for employees on Paid Child Care Leave, and to the extent applicable, employees are required to continue to pay their share of premiums for coverage during their absence. Such employee contributions will continue to be paid through payroll deductions.

3. Reinstatement

ADCS will endeavor to reinstate the employee to the same position or an equivalent position if the employee returns to work after Paid Child Care Leave by the agreed-upon date, and as consistent with applicable law. However, the grant of approved Paid Child Care Leave does not alter ADCS's right to restructure, reorganize, or eliminate any position at ADCS at any time and for any reason in accordance with applicable law.

J. Leave Under the Family and Medical Leave Act or New York Paid Family Leave Benefits Law

In accordance with the Family and Medical Leave Act of 1993 ("FMLA") and the New York Paid Family Leave Benefits Law ("PFL"), employees of ADCS who work in New York State may request job-protected and partially-paid and/or unpaid leave for specific family qualifying events. PFL benefits are financed by employee payroll deductions and paid by the PFL insurance carrier.

1. Eligibility

1.1 Eligibility Under the FMLA

Employees will be eligible for leave under the FMLA if they: (a) have been employed by ADCS for at least 12 months; (b) have worked at least 1,250 hours during the 12-month period immediately before the leave will begin; and (c) work at a site of employment with 50 or more Employer employees within 75 miles of the site.

1.2 Eligibility Under the PFL

Employees who are regularly scheduled to work 20 or more hours per week will become eligible for leave under the PFL after completing 26 consecutive weeks of employment with ADCS. The 26-week period will be tolled during any periods of absence that are due to the nature of that employment, such as semester breaks, and when employment is not terminated during those periods of absence.

Employees who are regularly scheduled to work less than 20 hours per week will be eligible for leave under the PFL after working for 175 days since their most recent hire date with ADCS.

For determining eligibility, the use of scheduled vacation time, personal, sick, holidays or other time away from work that has been approved by ADCS, or other periods where the employee is away from work but is still considered to be an employee by ADCS, count as continuous weeks of employment or days worked. Absences during which the employee is receiving disability benefits are not counted as continuous weeks of employment or days worked.

Employees who perform work for ADCS both inside and outside the state of New York may qualify for leave under the PFL, depending on the circumstances of their employment. Such determinations will be made in accordance with applicable law.

Employees who become eligible for leave under the PFL will remain eligible for the remainder of their period of continuous employment with ADCS. In the case of a rehire following a termination of employment, however, employees will be required to satisfy the eligibility criteria again before becoming eligible.

2. Qualifying Reasons for Leave

2.1 Reasons for Leave Under the FMLA

Employees who are eligible for leave under the FMLA may request leave for any of the following reasons:

- The birth of a child (including prenatal care and incapacity related to pregnancy) or placement of a child for adoption or foster care within the first 12 months after the child's birth, adoption, or placement;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- The employee's own serious health condition prevents the employee from performing the functions of the employee's job;
- The employee experiences a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active military duty, or has been notified of an impending call to active duty; or
- Military caregiver leave (also known as covered service member leave). Employees who are the spouse, child, parent, or next of kin of a covered service member or a covered veteran may be eligible for a leave of absence necessary to care for that service member or veteran.

2.2 Reasons for Leave Under the PFL

Employees who are eligible for leave under the PFL may request leave for any of the following reasons:

- To participate in Providing Care, including physical or psychological care, for the employee's Spouse, Domestic Partner, Child, Parent, Grandparent, or Grandchild who has a Serious Health Condition;
- To bond with a Child following birth or placement of a Child for adoption or foster care, within the first 12 months after the Child's birth, adoption, or placement (includes pre-adoption or placement for events required to effectuate adoption or placement in foster care); and/or
- Because of a Qualifying Exigency arising out of the fact that the employee's Spouse, Domestic Partner, Child, or Parent is on active military duty, or has been notified of an impending call to active duty in the armed forces of the United States.

An employee may not take leave under the PFL to address their own serious health condition or their own qualifying exigency.

3. Definitions

3.1 Covered Family Members Under the FMLA

Under the FMLA, a "spouse" is a lawful husband or wife (of the same or opposite sex). Domestic partners of either sex are not covered by the FMLA. Except for leave related to a qualifying exigency, a "son or daughter" generally is a child under the age of 18 and means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. Adult children are not covered, even if they are financially dependent on the employee (such as college students), except that a child age 18 or over who is incapable of self-care because of a mental or physical disability is covered. Children of domestic partners are not covered under the FMLA. For FMLA leave related to a qualifying exigency or military caregiver leave, a child can be of any age. A "parent" does not include in-laws.

3.2 Covered Family Members and Other Definitions Under the PFL

- 3.2.1 "Child" means an employee's biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a Domestic Partner, or the person to whom the employee stands in loco parentis.
- 3.2.2 "Domestic Partner" means an individual who is at least 18 years of age, who is not related by blood to the employee in a manner that would bar marriage to the employee in New York, and who is either:
- registered as the domestic partner of the employee with any registry of domestic partnerships maintained by ADCS of either party, the state, or any county, city, town, or village, or, if the employee is deceased, did so register before the employee's death; or
 - dependent on the employee for support as shown by either unilateral dependence or mutual interdependence based on a nexus of factors including, but not limited to, the following: common ownership of real or personal property, common householding, children in common, signs of intent to marry, shared budgeting, and the length of the personal relationship with the employee or, if the employee is deceased, was so dependent on the employee immediately prior to the employee's death.

This definition of "domestic partner" is not exclusive and ADCS reserves the right to use any definition of "domestic partner" permitted by applicable law.

- 3.2.3 “Grandchild” means a Child of the employee’s Child.
- 3.2.4 “Grandparent” means a Parent of the employee’s Parent.
- 3.2.5 “Parent” means biological, foster or adoptive Parent, parent-in-law, step-parent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a Child.
- 3.2.6 “Providing Care” includes providing necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters and personal attendant services, and requires that the employee must be in close and continuing proximity to the care recipient.
- 3.2.7 Under the FMLA and PFL, “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either: (a) an overnight stay in a hospital, hospice, or residential health care facility, or (b) continuing treatment or continuing supervision by a health care provider, which means one or more of the following:
- A period of more than three consecutive, full days during which a qualifying family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to illness, injury, impairment, or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (1) treatment two or more times by a health care provider; or (2) treatment on at least one occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider.
 - Any period during which a qualifying family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition. A chronic serious health condition is one which: (1) requires periodic visits for treatment by a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include, but are not limited to, asthma, diabetes, and epilepsy.
 - A long-term or permanent period during which a qualifying family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. The family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include, but are not limited to, Alzheimer’s, a severe stroke, or the terminal stages of a disease.
 - A period during which a qualifying family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated because he or she is receiving treatment (including any period of recovery therefrom) by a health care provider for: (1) restorative surgery after an accident or other injury; or (2) a condition that would likely result in a period of incapacity of more than three consecutive full days in the absence of medical intervention or treatment. Examples include, but are not limited to, cancer (e.g., chemotherapy and radiation), severe arthritis (physical therapy), or kidney disease (dialysis).
- 3.3 Under the FMLA and PFL, “Qualifying Exigency” may include the need to address issues arising from short-notice deployment, attending certain military events and related activities, arranging for alternative

childcare, providing care for the parents of the service-member who are incapable of active care, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a covered service-member who is on a short-term temporary rest and recuperation leave during deployment, attending post-deployment activities, and other activities that the employee and ADCS agree upon.

4. Length and Nature of Leave

4.1 Length of Unpaid Leave Under the FMLA

Eligible employees may request up to 12 weeks of unpaid FMLA leave during a 12-month period, except that employees seeking military caregiver leave may request up to 26 weeks of unpaid leave in a single 12-month period.

4.2 Length of Leave Under the PFL and Amount of Payment

During the calendar year beginning on January 1, 2018, eligible employees may request up to 8 weeks of leave under the PFL, during which the employee will be compensated at the rate of 50% of the employee’s average weekly wage or 50% of the statewide average weekly wage, whichever amount is less. The maximum leave amount and payment benefits under the PFL will increase on January 1 of each year through January 1, 2021, per the below schedule:

Effective date	Maximum Leave Amount	Benefit Amount	Maximum Benefit
January 1, 2018	8 weeks or 40 days	50% of average weekly wage	50% of statewide average weekly wage
January 1, 2019	10 weeks or 50 days	55% of average weekly wage	55% of statewide average weekly wage
January 1, 2020	10 weeks or 50 days	60% of average weekly wage	60% of statewide average weekly wage
January 1, 2021	12 weeks or 60 days	67% of average weekly wage	67% of statewide average weekly wage

To the extent the New York State Department of Financial Services (“DFS”) delays any of the increases described above, ADCS reserves the right to consistently modify the benefit schedule in accordance with applicable law.

Employees who take PFL in weekly increments are eligible for the maximum number of weeks of leave, as indicated in the above chart, using a 12-month rolling look back period.

Employees who take PFL in daily increments are eligible for paid leave based on the average number of days worked per week during the applicable 8-week base period. For example, a part-time employee who works 3 days per week during the base period would be entitled to 24 days of PFL in 2018 (8 weeks x 3 days per week).

An employee may not be entitled to be paid for leave under the PFL under the following circumstances, and for any other circumstance outlined in the PFL certificate of insurance:

- The employee otherwise received full pay for the leave;
- The employee performed any work for pay on that day;

- The employee is receiving workers' compensation benefits (except, under certain circumstances reduced leave benefits);
- The employee does not provide the required notice or certification, as described below; or
- Any other reason permitted by law.

4.3 Determining the Applicable 12-month Period

For all leave under the PFL and FMLA, except for military caregiver leave under the FMLA, the 12-month period is a "rolling" 12-month period measured backward from each day that leave is taken.

The "single, 12-month period" for the purpose of military caregiver leave begins on the first day the eligible employee takes FMLA leave to care for a covered service member or covered veteran and ends 12 months after that date. An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the "single 12-month period" for leave may extend beyond the five-year period. ADCS may request documentation of a serious injury or illness of the service member, or documentation of next of kin status.

5. Intermittent Use of FMLA and PFL Leave

5.1 Intermittent FMLA Leave

Under the FMLA, leave for the birth of an employee's child or the placement of a child with the employee for adoption or foster care must be taken all at once and must be taken within 12 months of the birth or placement.

Under the FMLA, leave for an employee's own serious health condition or for an employee to care for a family member or a covered service member may be taken intermittently or on a reduced hours basis, as long as intermittent or reduced hours leave is medically necessary. Similarly, any leave taken because of any qualifying exigency arising out of the active duty of a spouse, son, daughter, or parent of the employee may be taken intermittently or on a reduced hours basis, when necessary.

Employees who need to take FMLA leave on an intermittent or reduced-hours basis must attempt to schedule the leave so as to cause the least possible disruption to Employer operations, consistent with medical needs.

When an eligible employee takes FMLA leave on an intermittent or reduced hours basis, the employee must do so in increments of at least one hour.

In the case of intermittent or reduced hours leave for planned medical treatment, ADCS reserves the right to temporarily transfer an employee to an alternate position that better accommodates the treatment schedule. If an employee is temporarily transferred, the employee's pay and benefits will remain the same.

Each time an employee reports an intermittent FMLA absence, the employee must notify Human Resources within 2 days of the event/absence, unless it is not practicable for the employee to do so. Failure to report an FMLA absence in a timely manner may result in the delay or denial of leave benefits.

5.2 Intermittent PFL Leave

Eligible employees may take leave under the PFL on an intermittent basis, in full-day increments. Employees may not take partial-day leave under the PFL.

When an employee takes intermittent PFL leave, the employee must provide notice to ADCS as soon as is practicable before each day of intermittent leave.

6. Multiple Employees Requesting Leave

6.1 Limitations for Spouses Requesting the Same FMLA Leave

Spouses who are eligible for FMLA leave and are both employed by ADCS are limited to a combined total of 12 weeks of leave during any rolling 12-month period if the leave is taken in connection with the birth or adoption of the employee's child or foster care placement, or to care for the employee's parent with a serious health condition.

6.2 Employees Requesting PFL for the Same Family Member

If more than one family member works for ADCS, ADCS may limit PFL usage so that more than one employee cannot use the same period of PFL to care for the same family member at the same time. In that circumstance, employees may be required to stagger their PFL usage, but all employees will retain their full PFL entitlement.

7. Funding and Contributions for PFL Benefits

7.1 Plan Funding

PFL benefits are provided by the PFL insurance carrier and details regarding terms and conditions of the PFL benefits are described in the PFL certificate of insurance.

7.2 Determining an Employee's PFL Contribution

Benefits under the PFL are generally funded by employee contributions, which are made through automatic payroll deductions from employees' paychecks. These payroll deductions will be collected from employees' after-tax wages. Employees on PFL leave must continue to make contributions during the PFL leave.

Employee contributions are calculated on a weekly basis at the rate set by the DFS. This rate is adjusted annually by DFS. For 2018, the contribution rate is 0.126% of an employee's weekly wage. The maximum amount of contributions that an employee will make during the calendar year 2018 is \$85.56.

7.3 Option to Waive PFL Benefits for Ineligible Employees

Employees who do not expect to become eligible for PFL benefits, because they fall into one of the following categories, have the option of waiving PFL benefits:

- Employees who are regularly scheduled to work 20 hours or more per week, but will not work 26 consecutive weeks; or
- Employees who are regularly scheduled to work less than 20 hours per week and will not work 175 days in a 12-month consecutive period.

Employees who are eligible to waive PFL benefits and wish to do so must file a waiver form with Human Resources. Employees who file a waiver form will not make any contributions for PFL benefits and will not be eligible to receive PFL benefits. If the schedule of an employee who has waived PFL benefits changes such that it is anticipated that the employee will become eligible to receive PFL benefits, the waiver will be

revoked and the employee must start making contributions on a going forward basis and must pay retroactive contributions to the employee's date of hire.

8. Employee Notice Requirements

Employees must provide notice to Human Resources of their request to take leave under the FMLA or the PFL. For any type of foreseeable FMLA or PFL leave other than qualifying exigency leave under the FMLA only, an employee must provide at least 30 days' notice before the leave begins. For foreseeable leave due to a qualifying exigency under the FMLA only, notice must be provided as soon as practicable.

If the employee is unable to foresee the need for FMLA or PFL leave 30 days in advance, then the employee must give ADCS notice as soon as practicable. Usually, this means giving notice the same day the employee receives notice or the next business day. If an employee does not give ADCS timely notice, the employee's FMLA or PFL leave may be delayed or denied.

In giving notice, an employee must provide sufficient information for Human Resources to determine if the leave qualifies for FMLA or PFL protection and the anticipated timing and duration of the leave.

If an employee requests leave under the FMLA for the purpose of planned medical treatment (including follow-up appointments), the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt ADCS's operations. For planned medical treatment under the FMLA, an employee should work with Human Resources to develop a schedule that meets the needs of both the employee and ADCS.

Employees requesting leave under the PFL must complete and submit a Request for Paid Family Leave Form (PFL-1) to Human Resources.

9. Notice to Employees Following Potential PFL Qualifying Leave

ADCS will notify employees who are absent from work for more than seven consecutive days because of a PFL-qualifying event of the employee's rights under the PFL.

10. Certification and Other Documentation

An employee who requests leave under the FMLA and/or PFL may be required to complete a certification and/or submit additional documentation to support the request for leave. Certification forms and documentation vary by leave type, as follows:

FMLA Forms:

- Certification of Health Care Provider for Employee's Serious Health Condition (WH-380-E)
- Certification of Health Care Provider for Family Member's Serious Health Condition (WH-380-F)
- Certification of Qualifying Exigency For Military Family Leave (WH-384)
- Certification for Serious Injury or Illness of Covered Servicemember – for Military Family Leave (WH-385)
- Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave (WH-385-V)

PFL Forms:

- Bonding Certification Form (PFL-2)
- Release Of Personal Health Information Under The Paid Family Leave Law (PFL-3)

- Health Care Provider Certification For Care Of Family Member With Serious Health Condition Form (PFL-4)
- Military Qualifying Event Form (PFL-5)

The types of supporting documentation required are described in each certification form. Employees should contact Human Resources for copies of the necessary forms to take leave under the PFL. Employees should submit completed PFL certification forms and supporting documentation to Human Resources.

11. Responses to Requests for FMLA and PFL Leave

11.1 Requests for FMLA Leave

When an employee requests FMLA leave, Human Resources will first determine whether the employee is an “eligible employee” under the FMLA. If the employee is not eligible, the requested leave will be denied. If the employee is eligible, then Human Resources will determine whether the request may be granted. Within 5 business days, Human Resources will provide a written response to the request. Human Resources will approve the request, deny the request, or ask for more information, such as a medical certification. If more information or documentation is requested, Human Resources will advise the employee of the information needed and the deadline for providing that information or documentation. The employee will receive a final response, in writing, concerning whether the request is approved or denied.

11.2 Requests for PFL Leave

Once the PFL insurance carrier receives a completed request for PFL leave with the necessary certification and supporting documentation, it will either pay or deny the claim within 18 days of receipt of a completed claim.

12. Compensation During Leave

12.1 Pay During FMLA Leave

FMLA leave is unpaid, except that employees taking an unpaid FMLA leave will be required to use all accrued sick days, personal days, vacation days, and paid time off to the extent that such leave is available. If an employee requesting FMLA leave is eligible for PFL leave, workers’ compensation or short-term disability benefits, the employee may use accrued and available paid time off and the employee’s FMLA leave will run concurrently with PFL leave or an approved workers’ compensation or medical leave of absence.

12.2 Pay During PFL Leave

Employees have the option to use accrued and available sick days, personal days, vacation days, or paid time off in full day increments in order to supplement their PFL benefits and receive full pay during their PFL leave. Any such paid time off will run concurrently with the approved PFL leave, such that employees will not be permitted to make more than 100% of their full pay during leave. Employees wishing to use paid time off in connection with a qualified leave under the PFL must follow the requirements set forth in ADCS’s paid time off policies. In the event the employee uses accrued paid leave in connection with a PFL absence, ADCS will pay the employee’s full pay for the day, and will receive partial reimbursement from the applicable insurance carrier.

If an employee takes PFL leave for an event that also qualifies as leave under the FMLA, the employee’s PFL leave will run concurrently with available FMLA leave and deplete both leave banks at the same time.

Employees cannot use PFL and short-term disability benefits at the same time, but can use them consecutively. Employees are also limited to a maximum of 26 weeks of disability and PFL benefits combined in a rolling 12-month period.

13. Benefits During Leave

During an approved leave under the FMLA or PFL, the employee will remain covered under ADCS's group health insurance plan on the same conditions as coverage would have been provided had the employee not been on leave. As such, an employee is required to continue paying the employee's portion of the cost of coverage during any leave under the FMLA or PFL (unless an employee elects not to continue any of the employee's medical or other group insurance coverages). ADCS will provide information to employees regarding procedures for the payment of contributions during leave at or around the time FMLA or PFL leave is requested.

Benefits coverage will cease if an employee's premium payment is more than 30 days late. If the health care premium is overdue, ADCS will notify the employee in writing at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless payment has been received by that date.

If group health plan benefits lapse because an employee has not made the required premium payments, then upon the employee's return from FMLA or PFL, the employee will be restored to coverage/benefits equivalent to those the employee would have had if FMLA or PFL had not been taken and premium payment(s) had not been missed.

If an employee chooses not to retain group health plan coverage during FMLA or PFL leave, then upon the employee's return from leave, the employee shall be reinstated into the health plan on the same terms the employee had prior to taking leave.

An employee's use of FMLA or PFL leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's FMLA or PFL leave (unless such accrued benefits, such as paid time off, were used during FMLA or PFL leave). The employee, however, will not accrue any additional benefits or seniority during any period of FMLA or PFL leave that is not paid through use of accrued leave benefits, unless otherwise required by law.

14. Periodic Status Reports

ADCS may require an employee on FMLA or PFL leave to report periodically on the employee's status and intent to return to work.

15. Return from Leave

15.1 Return from FMLA Leave

If an employee is able to return to work at or before the end of 12 weeks of FMLA (or at or before the end of 26 weeks of FMLA in the case of either military caregiver leave or combined leave of both military caregiver leave and leave for another covered reason), an employee will be, with limited exceptions, entitled to return to the same position the employee held when leave began, or to an equivalent position with equivalent pay and other terms and conditions of employment.

ADCS however, may refuse to restore those employees considered to be "key," for purposes of the FMLA, to their previous positions under certain circumstances.

If an employee is returning from an FMLA leave taken because of the employee's own serious health condition, the employee must provide a return to work certification from the employee's health care provider confirming that the employee is medically cleared to return to the same or an equivalent position. If the employee does not provide either a fitness-for-duty certification or a new medical certification for a serious health condition at the time FMLA leave for the employee's own serious health condition is concluded, the employee's employment may be terminated.

If an employee is not able to return to work at the end of the approved FMLA period, the employee may be eligible for additional leave under another program. An employee should contact Human Resources before the end of the employee's FMLA period if the employee will be unable to return to work at the end of the FMLA leave period.

15.2 Return from PFL Leave

If an employee is able to return to work at or before the end of the applicable PFL leave period, an employee will be entitled to return to the same position the employee held when leave began, or to an equivalent position with equivalent pay and other terms and conditions of employment.

16. Non-Discrimination/Federal, State, and Local Laws

The FMLA and PFL do not affect any federal, state, or local law prohibiting discrimination or retaliation, or supersede any federal, state, or local law that provides greater family or medical leave rights. Employees covered by the FMLA, PFL and any applicable federal, state, or local leave law will receive the greater benefit. However, there will be no duplication of leave or benefits under this policy and under the various federal, state, and local laws.

ADCS will not discriminate or retaliate against any employee for requesting, taking, or attempting to take leave to which they are entitled under the FMLA, the PFL or any similar federal, state, or local law.

17. Other Terms and Conditions

The policies and guidelines stated in this policy shall be subject to such other terms and conditions as are provided in the Family and Medical Leave Act of 1993, the New York State Paid Family Leave Benefits Law, their respective implementing regulations, and any other applicable federal, state, and local leave laws.

ADCS will not interfere with, restrain, or deny the exercise of any right provided under FMLA or PFL; or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or PFL or for involvement in any proceeding under or relating to these statutes.

Employees who have questions about their exercise of FMLA or PFL rights should contact Human Resources.

IX. EMPLOYEE BENEFITS

The [Manual Handbook](#) provides only a brief description of ADCS's benefit plans and programs that are in effect at the time of publication. ADCS reserves the right to alter, amend or terminate, in whole or in part, any of its benefits at any time. The terms of the specific plan documents control eligibility, benefit determinations and other conditions. Employees are provided copies of summary plan descriptions ("SPDs") and other relevant information at the time of eligibility. Benefits eligibility is dependent upon a variety of factors, including employee classification. Questions regarding eligibility, benefits and specific issues concerning coverage may be directed to the Chief of Staff.

A. 403(b) Retirement Plan

ADCS offers eligible employees the ability to participate in its 403(b) retirement savings plan, which offers employees up to a 3% matching contribution from ADCS after a 2-year period. At the beginning of a contributing employee's 3rd year the match begins and also includes a match for the first 2 years of contributions from the employee up to 3%. The employer contribution match is provided at the discretion of the school and can change. Employees may opt out of this plan if they do not wish to contribute.

B. Comprehensive Insurance Plan

Group health and life insurance benefits are available for all eligible employees. Our comprehensive plan includes life insurance, accidental death and dismemberment insurance, and medical and dental coverage.

C. Disability Benefits

According to New York State disability laws, an employee disabled for more than five consecutive days may be entitled to short-term disability benefits. Eligible employees may be entitled to certain payments while out of work due to a non-work-related disability, injury or illness, including a pregnancy-related condition, for a maximum of 26 weeks. Employees who wish to obtain more information about the short-term disability insurance should speak with the Chief of Staff.

D. Workers' Compensation

ADCS complies with applicable state workers' compensation laws. Workers' compensation benefits may be available for injuries and illnesses sustained on the job and within the scope of an employee's employment. ADCS pays the entire premium for this insurance coverage.

Workers' compensation provides weekly cash benefits and furnishes necessary medical care to a worker who is disabled because of a work-connected injury or occupational disease as defined by the workers' compensation board. An employee who has an injury while on duty, no matter how small, must report it immediately to the Chief of Staff or his or her immediate supervisor. The Chief of Staff or immediate supervisor will send the employee to obtain medical assistance. As soon as medical treatment has been obtained, an accident report must be completed which is obtained from the Chief of Staff. The completed report should then be given to the Chief of Staff or supervisor. Failure to report an accident can jeopardize an employee's right to receive workers' compensation benefits.

The law provides that the workers' compensation board will be notified within ten days following an accident. The proper form will be forwarded to the compensation board. Any and all bills arising from a work related injury must be forwarded to the Director of Operations.

X. ALCOHOL AND DRUG-FREE WORKPLACE

All ADCS employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs and marijuana (regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on ADCS campuses (including parking areas and grounds), or while otherwise performing their work duties away from ADCS's premises. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. Additionally, in regardless of New York State's legalized medicinal and/or recreational use of marijuana, ADCS does not permit the use of marijuana while performing job duties or in the workplace. Furthermore, off-duty use of marijuana that is not prohibited under applicable law, must not interfere with your ability to perform the essential functions of your job. Included within this prohibition are lawful controlled substances which have been illegally or

improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job. From time to time, ADCS may host events where alcohol is served. During these authorized ADCS events, employees are permitted to engage in moderate consumption of alcohol that is served. Employees are expected to exercise good personal judgement concerning alcohol consumption and must not over indulge.

A. Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

B. Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to their supervisor or another member of management. ~~The possession, use, or sale of illegal drugs or alcohol and the misuse of any legally obtained drugs while on ADCS's premises or while performing any work for ADCS off-premises is prohibited. Employees are expected to report to work free from the influence of alcohol or illegal drugs and to remain free from such influence while on ADCS's premises or while performing any work for ADCS off-premises, including during meal and break periods.~~

It is the responsibility of each employee to report promptly to the Campus Director the fact that they are using any legally prescribed medication that poses a direct threat to the safety of that employee or others.

C. A. Drug Testing

An employee may be tested for the use of illegal drugs, by an independent facility of ADCS's choosing and at ADCS's expense, under any of the following circumstances:

- When an employee is involved in any incident while on ADCS's premises or while performing any work for ADCS off-premises, which is reported to one of ADCS's insurance carriers;
- After an accident or occurrence that results in an injury on the job as defined by the Occupational Health and Safety Administration; and
- When an employee's job performance, attendance, punctuality, behavior, personal appearance or other job-related conduct is such that his or her supervisor has reason to suspect that the employee may be in

possession or under the influence of any illegal drug or such that the supervisor believes the employee may currently be using illegal drugs.

In addition, an employee may be tested periodically for the use of alcohol when ADCS has reason to believe that the employee's ability to perform essential job functions is being impaired by use of alcohol or when the employee's use of alcohol could pose a direct threat to the safety of that individual or others.

An employee who has positive test results, or who refuses to submit to drug and alcohol testing, will be subject to disciplinary action (up to and including unpaid suspension and termination).

D. ~~B.~~ Violations

Any violation of this policy will result in disciplinary action (up to and including unpaid suspension and termination). Employees who observe violations of this policy are required to report this to their supervisor or to the Executive Director. At its discretion, ADCS may require that an employee participate in and successfully complete a rehabilitation program, at the employee's expense, as a condition of continued employment.

XI. NO SMOKING POLICY

In order to maintain a safe and healthy working environment and to ensure compliance with all applicable laws, ADCS prohibits smoking, including the use of smokeless cigarettes and "vaping" throughout the workplace. This policy applies equally to all employees, applicants, consultants and visitors.

Violation of this policy will subject the employee to disciplinary action (up to and including unpaid suspension and termination of employment).

Any questions regarding the no-smoking policy should be directed to the Chief of Staff.

XII. WORKPLACE VIOLENCE POLICY

ADCS strives to maintain a safe workplace, and has therefore developed the following policy regarding workplace violence. All employees are required to understand and follow the provisions of this policy.

A. Prohibited Conduct

Violence or threats of violence in any form are unacceptable and will not be tolerated. ADCS believes that all employees should be able to enjoy a work environment free from all forms of violence. Individuals are prohibited from making threats or engaging in acts of aggression or violence. Prohibited conduct includes, but is not limited to, the following:

- possessing guns, knives, or other weapons on ADCS premises or while performing work for ADCS off-premises;
- striking, attempting to strike or threatening to strike a supervisor, fellow employee, client, visitor or any other person affiliated with ADCS; and
- threatening or intimidating a supervisor, fellow employee, client, visitor or any other person affiliated with ADCS.

B. Reporting Procedures

Any incident or threat of violence, regardless of whether the offender is an employee or third party must be reported immediately to a supervisor or to the Campus Director. Depending on the circumstances, federal, state and/or local authorities may be contacted. All reported incidents will be promptly investigated. ADCS will strive to keep the identity of individuals making reports as confidential as possible, consistent with the need to conduct an adequate review and investigation.

C. Risk Reduction Measures

While ADCS does not expect employees to be skilled at identifying potentially dangerous persons, they are expected to exercise good judgment, and to inform the Campus Director or a supervisor if any individual exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior may include discussing weapons or bringing them to the workplace, displaying overt signs of hostility or anger, or making threatening remarks.

D. Enforcement

Any employee who engages in workplace violence or who fails to follow this policy's reporting procedures will be subject to disciplinary action, up to and including unpaid suspension and termination of employment. Additionally, acts or threats of violence may be reported to the proper authorities and fully prosecuted.

E. Corporal Punishment

Physical force may not be used by school personnel as punishment against students for any breach of discipline. School personnel must not use or rely on parental consent to support the use of corporal punishment. The school provides programs to assist employees with student behavior interventions.

XIII. SUSPECTED CHILD ABUSE POLICY

ADCS takes its responsibilities for protecting children seriously. Under applicable law, all employees are required to report when they have reasonable cause to suspect a child is abused or maltreated. Employees must report not only their suspicions, but any statements from parents, guardians, custodians, or any other legally responsible person that, if correct, would indicate abuse or neglect. Failure to report may result in disciplinary action, civil liability, or criminal charges.

Any employee that has suspicions of child abuse must immediately notify the Executive Director. The employee may also be required to report his or her suspicions to the New York City Administration for Children's Services ("ACS"), in accordance with ADCS policy and applicable law.

Under this policy, abuse includes physical injury, risk of physical injury, or a sex offense by a person legally responsible for the care of a child. Maltreatment means that a parent or guardian fails to provide food, clothing, shelter, or education, or uses excessive physical punishment, abandons the child, or misuses alcohol or drugs in a way that places the child in imminent danger.

XIV. PROFESSIONAL BOUNDARIES WITH STUDENTS

While ADCS prides itself on fostering caring relationships between students and the School's faculty, staff, and administration, given the close nature of the relationships, it is important to recognize professional boundaries. This is for both the benefit of the students and the employees. To foster these professional boundaries, employees must adhere to the following guidelines. Employees should speak with the Executive Director if they have any questions or to request an exception to these rules.

- Individual employees may not leave the school grounds with an individual student.
- Employees who leave the school with two or more students must sign out at reception and note who they are taking, where they are going, and the time of return.
- Employees shall not communicate with students through personal cellular phones, personal email, or Internet social networks. All electronic communications must be conducted through official ADCS lines of communication and concern school business only.
- Except in circumstances cleared in advance by the Executive Director, employees shall not engage in social activities with students outside of school.

XV. ELECTRONIC COMMUNICATIONS SYSTEMS

This Policy applies to all electronic communication systems, media and services that are: (1) ADCS property; (2) accessed using ADCS's equipment; and/or (3) used in a manner that identifies the individual with ADCS. Electronic communication systems include computer networks, electronic mail and access to the Internet, telephone, voice mail, fax machines, handheld devices such as tablets and smart phones, and photocopiers.

The purpose of ADCS's electronic communication systems is to facilitate ADCS's business. Employees should assume that their electronic communications (including communications via websites that require entry of a personal password, but are accessed through an ADCS computer or smart phone, or through ADCS's network) are not private. Communications transmitted or stored in these systems are the property of ADCS and ADCS reserves the right, in its discretion, to monitor, access, retrieve, read, disclose and/or delete any material on its electronic communications systems. ADCS may exercise this right despite the use of passwords or other security measures and without notice to the employee.

A. Appropriate Usage

Electronic communications should never be used for inappropriate purposes (for example to send or receive sexually explicit or racially insensitive messages or to visit websites with sexually explicit or racially insensitive content). Since electronic communications can be copied, forwarded, saved, intercepted and archived, employees should be careful about the words they use and the documents they transmit, as well as the Internet sites they access. Anything that would be inappropriate to send in a non-electronic communication (for example, by memo or letter) is similarly inappropriate if sent electronically (such as by e-mail or telephone). Electronic communications are subject to, among other policies, ADCS's Equal Employment Opportunity and Anti-Harassment Policy and Conflict of Interest Policy. Employees may not send general or mass e-mails unless prior approval has been obtained from the Campus Director.

The use of ADCS's equipment and facilities to solicit political, religious, or charitable donations unrelated to ADCS business is prohibited.

B. User Accountability

No electronic messages may be transmitted under an assumed name. Employees may not attempt to obscure the origin of any electronic message. Employees may not use personal hardware or software to encrypt any e-mail or other data stored in or communicated by ADCS's system of electronic media, except in accordance with express prior written permission from the Executive Director.

C. Software/Viruses

To prevent computer viruses from being transmitted through the system, all software downloads must be done through the Chief of Staff.

D. Retention

For retention of electronic media, please see ADCS's Record Retention Policy.

E. Social Media

ADCS recognizes that social media is used by many of our employees and respects the right of our employees to use social media on non-working time. Social media includes, but is not limited to:

- Social networking sites (e.g., Facebook, LinkedIn)
- Video and photo-sharing sites (e.g., Flickr, Instagram, YouTube, Vine).
- Micro-blogging sites (e.g., Twitter).
- Blogs, including personal blogs and blogs hosted by traditional media publications.
- Forums and message boards (e.g., Reddit).
- Wikis or other sites editable by users (e.g., Wikipedia).
- Instant messenger programs (e.g., Gchat).

ADCS restricts some types of social media use for the protection of its employees, students, parents, guardians, funders, and donors. Employees using social media may not:

Post or display comments about co-workers, supervisors, or ADCS that are obscene, threatening, intimidating, harassing, or are otherwise in violation of ADCS's policies against discrimination, harassment, retaliation, or workplace violence.

- Disclose confidential personal or business information concerning ADCS's employees, students, parents, guardians, funders, and donors or otherwise violate ADCS's Confidentiality Policy.
 - ADCS employees should not "tag" photos of other ADCS employees, ADCS volunteers, ADCS contractors or ADCS vendors without the prior permission of the individuals being tagged;
 - Personal social media use, including off-hours use, has the potential to result in disruption at school and/or the workplace, and can be in violation of ADCS policies, regulations, and law;
 - The posting or disclosure of personally identifiable student information or confidential information via personal social media sites, in violation of ADCS policies, is prohibited; and
 - ADCS employees should not use the ADCS logo in any postings and should not link to the ADCS website or post ADCS material on any personal social media sites without the permission of the School Director
 - Employees are responsible for ensuring that the appropriate privacy settings are set on any social media site they use

- Post any content that claims to represent the official views of ADCS or to speak for ADCS. Employees must direct all media inquiries to the Executive Director;
- While using ADCS's social media accounts, post any content that infringes any person's proprietary or other rights or violates any law; or
- Communicate with any students through social media.

Employees are expected to use the Internet responsibly and professionally while on working time. Employees should ensure that their privacy settings are Employees should not engage in personal social media use via ADCS's electronic communications systems. If an employee posts on a social media site in his or her personal capacity while identifying as an employee of ADCS, the employee should make it clear that the employee is expressing his or her own views and not those of ADCS. Notwithstanding the foregoing, nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act. If you need further guidance regarding appropriate communications, please consult with the Chief of Staff.

XVI. CONFIDENTIALITY

ADCS employees may acquire Confidential Information (as defined below) during the course of employment. It is very important to ADCS that such information is kept confidential. Accordingly, employees must hold such Confidential Information in strictest confidence, and will not, either directly or indirectly, disclose, publish, reproduce, transfer or furnish to any unauthorized person or entity any Confidential Information or otherwise use any Confidential Information except as necessary in the performance of their duties for ADCS, unless an employee has received prior written authorization from his or her supervisor.

"Confidential Information" means any and all information that ADCS treats as confidential, whether it is oral or written or in any other format, whether or not owned by or licensed to ADCS, and whether or not patentable. Confidential Information includes all information related to students and their records, as required by applicable law. Confidential Information does not include any information that (i) is or becomes generally known or available to the public through no fault of an employee or of others who were under confidentiality obligations as to the item or items involved; (ii) was in an employee's possession or known to the employee before he or she received or learned of it through his or her association with ADCS; or (iii) is lawfully obtained from a third party who is legally entitled to disclose such information.

If an employee is required by operation of law or court order to disclose any Confidential Information, the employee must provide ADCS with reasonable advance notice before disclosing the Confidential Information and must cooperate with ADCS's effort to prevent or restrict disclosure.

Employees may not copy, remove, or transmit from ADCS's facilities any Confidential Information or documents containing Confidential Information, except for use in connection with performance of duties for ADCS. At the termination of employment, an employee must deliver to ADCS (and will not keep copies of) any and all Confidential Information as well as all other documents, data, materials and property belonging to ADCS that is in an employee's possession, whether in hard copy or electronic format.

These confidentiality obligations shall survive after employment at ADCS ends.

In accordance with Section XVII, violation of these rules may result in disciplinary action, up to and including unpaid suspension and termination of employment.

XVII. SEPARATION FROM EMPLOYMENT

A. Resignation

Any “at-will” employee who wishes to voluntarily terminate his or her employment relationship with ADCS is required to notify ADCS at least four (4) weeks in advance of his or her intended resignation if he or she has supervisory responsibility or is a member of the administrative staff. All other employees are required to notify ADCS at least two (2) weeks in advance of his or her intended resignation. Notification of intent to resign should be submitted in writing to the Executive Director. In general, it is expected that a departing employee will report for work during the notice period to achieve a reasonable transition. However, ADCS may determine, in its sole discretion, to waive the notice period and/or to direct the employee not to report to work during the notice period. Employees who do not give at least two (2) weeks’ notice or fail to report for work during the notice period at the Company’s request, may not be eligible for rehire by the Company. Upon separation of employment, individuals must return all ADCS property, including but not limited to, keys, personal computers, laptops, ADCS corporate credit cards, other ADCS-purchased electronic equipment and material that may be stored in electronic format or on disc. In addition, all Company documents and other materials (whether in draft or final form), including Confidential Information (see “Confidentiality”) in the employee’s possession, whether in hard copy or electronic form (including any such information residing on the employee’s personal electronic devices), must be returned upon the employee’s termination of employment. Expense reports must be submitted to ADCS immediately.

B. Discipline and Discharge

ADCS addresses performance deficiencies and improper conduct on a case-by-case basis and therefore, no uniform rules apply. Disciplinary action can include, but is not limited to, unpaid suspension and termination of employment, and can be taken against an employee in the absence of a formal review. Examples of offenses which may result in disciplinary action against an employee, include (but are not limited to) the following:

- Violation of ADCS’s Equal Employment Policy, ADCS’s Non- Discrimination Policy, ADCS’s Policy on Drugs & Alcohol, and ADCS’s Workplace Violence Policy;
- Excessive tardiness or absences;
- Poor performance;
- Insubordination;
- Theft or destruction of ADCS property;
- Falsification of employment records or other ADCS records, including time reports;
- Creating or contributing to an unsafe or unsanitary condition by failing to comply with established safety, security or sanitation practices;
- Inappropriate conduct with respect to students;
 - Violation of the Dignity for all Students Act
- Inappropriate sexual conduct; and
- Wrongful disclosure of Confidential Information.

While there are some performance deficiencies or improper conduct (such as, without limitation, theft, embezzlement, insubordination, and violence in the workplace) that are likely to result in immediate termination of employment, in other cases ADCS may elect to take progressive disciplinary action. Where progressive disciplinary action is taken, decisions regarding which particular type or types of discipline will be used, how many steps of discipline there will be and how much time an employee should be given to correct the deficiency will be determined on a case-by-case basis.

C. Code of Conduct

To ensure orderly operations and provide the best possible work environment, ADCS expects employees to follow rules of conduct that best protect the interests and safety of all employees, students and the organization. The following are non-exhaustive examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft, inappropriate removal or possession, destruction, defacing, or damage of ADCS property or property of another employee or customer;
- Falsification of timekeeping, Human Resources, or medical records;
- Misrepresentation of facts in obtaining employment;
- Possession, distribution, sale, transfer, or use or being under the influence of illegal drugs or alcohol in the workplace or while on duty;
- Fighting or threatening violence in the workplace;
- Insubordination or other disrespectful conduct;
- Sexual or other unlawful or unwelcome harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms, on ADCS premises;
- Excessive absenteeism or tardiness, or any absence without notice;
- Conducting personal business on ADCS time;
- Unauthorized or excessive personal use of telephones, mail system, or other ADCS property;
- Unsatisfactory performance or conduct;
- Use of ADCS premises for any purpose deemed unsafe or hazardous;
- Criminal or indecent conduct on ADCS grounds;
- Conviction of a crime;
- Failure to follow ADCS policies and procedures; and
- Actions detrimental to the best interest of ADCS, including any conduct that may impair the reputation of ADCS or individual staff members or any action that may impair the successful operation of ADCS.

The above-referenced list is not all encompassing, as it is not possible to list all the forms of behavior that are considered unacceptable in the workplace.

Employment with ADCS is at-will. Either party may terminate the employment relationship at any time, with or without cause, and with or without advance notice.

Violation of these rules of conduct or other ADCS policies is grounds for discipline, up to and including termination of employment. Nothing in this “Professionalism and Code of Conduct” section either obligates ADCS to continue an employee’s employment for any period of time or in any way changes the agreement and understanding that employment with ADCS is at-will, that either the employee or ADCS may terminate the employment relationship at any time, with or without notice or cause, and that ADCS is not bound to follow any policy, procedure, or process in connection with employee discipline, employment termination or otherwise.

D. Accrued Leave

Accrued unused sick leave, personal days and vacation days are not paid upon separation from employment.

XVIII. COMPLAINT & WHISTLEBLOWER POLICIES

A. Whistleblower Policy

ADCS requires its directors, officers and employees to observe high standards of business and personal ethics, as such personal ethics relate to the organization, in the conduct of their duties and responsibilities. Employees and representatives of the School must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

This policy is not a vehicle for reporting violations of the School's applicable human resources policies, problems with co-workers or managers, or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, all of which should be dealt with in accordance with the School's Complaint Policy & Formal Grievance Procedure.

The matters which should be reported under this policy, include suspected fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, misuse of the School's assets, or suspected regulatory, compliance, or ethics-related issues, concerns, or violations.

Under the Occupational Safety and Health Act (OSH Act), employees may file complaints with OSHA if they believe that they have experienced discrimination or retaliation for exercising any right afforded by the OSH Act, such as complaining to the employer union, OSHA, or any other government agency about workplace safety or health hazards; or for participating in OSHA inspection conferences, hearings, or other OSHA-related activities. Under the Asbestos Hazard Emergency Response Act (AHERA), employees may file complaints with OSHA if they believe they have experienced discrimination or retaliation for reporting alleged violations of environmental laws relating to asbestos in elementary and secondary school systems

Reporting Responsibility

It is the responsibility of all directors, officers and employees to report in good faith violations or suspected violations of high business and personal ethical standards, as such personal ethics relate to the organization, and/or applicable legal requirements ("Violations") in accordance with this Whistleblower Policy.

Reporting Violations

Questions, concerns, suggestions, or complaints regarding the ethical and legal standards noted above should be addressed directly to the School's Executive Director.

Non-Retaliation

No employee who in good faith reports a violation shall suffer harassment, retaliation or adverse employment consequences because of such report. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the School prior to seeking resolution outside the School. Notwithstanding anything contained herein to the contrary, this Whistleblower Policy is not an employment contract and does not modify the employment relationship between the School and its employees, nor does it change the fact that employees of the School are employees at will. Where provisions exist elsewhere under law and/or School policy governing the disclosure of information and other obligations, and /or retaliation relative to such disclosure, such laws and/or School policies shall govern.

Investigations

The Board of Trustees may delegate the responsibility to investigate a reported violation, whether relating to accounting and auditing matters or otherwise, to one or more employees of the School or to any other individual, including persons not employed by the School. The Board of Trustees will not delegate such responsibility to an employee or other individual who is the subject of the reported Violation or in a manner that would compromise either the identity of an employee who reported the Violation anonymously or the reasonable confidentiality of the complaint or resulting investigation. Notwithstanding anything herein to the contrary, the scope, manner and parameters of any investigation of a reported Violation shall be determined by the Board of Trustees in its sole discretion and the School and its employees will cooperate as necessary in connection with any such investigation.

Acting in Good Faith

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

Confidentiality

In making a complaint or submission, an employee of the School may request that such complaint be treated in a confidential manner (including that the School take reasonable steps to ensure that the identity of the employee making the complaint remains anonymous). The School takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any employee reporting a violation to identify him or herself so as to facilitate any resulting investigation. Employees may, however, submit complaints on an anonymous basis. Reports of violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The School official will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days, but only to the extent the sender's identity is disclosed or a return address is provided. All reports will be promptly investigated; the scope of any such investigation being within the sole discretion of the Board of Trustees, and appropriate corrective action will be taken if warranted by the investigation.

Records

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

~~B.~~ Complaint Policy & Formal Grievance Process B.

It is the policy of the ADCS to treat employees in a fair and impartial manner. The School is firmly committed to the belief that undisclosed problems will remain unresolved and eventually lead to a decay of work relationships, dissatisfaction in working conditions, and a decline in operational efficiency. The School therefore tries to solve problems as quickly, fairly, and informally as possible. If a problem should arise between members of the community, employees are encouraged to speak directly to each other for discussion and resolution. If the two are unable to resolve their differences, concerns should be brought

before the School's Campus Director. If the Campus Director is unable to resolve, concerns should be brought to the Executive Director.

The School promotes a quality work environment for all employees, one that encourages a high level of individual and team contribution in support of organizational goals. The School believes that open communication is essential to a successful work environment and that all employees should feel free to seek answers to work-related questions and raise issues of concern without fear of reprisal or retaliation.

The underlying philosophy of the School's open-door policy is to provide an effective and timely process for employees to seek solutions to work-related questions, concerns or problems.

If for any reason, you do not feel comfortable discussing a work-related concern with your manager, you should bring the issue to the attention of your School leadership. If after taking repeated steps you continue to feel that your issues have not been resolved, you should use the Formal Grievance Process outlined below:

If a complaint is made regarding a staff member at the School, it will first be the responsibility of the Campus Director or designee to address the complaint. If the complaint is not satisfied by the response of the Campus Director or designee, the complaint should be submitted to the Executive Director. If the complainant is not satisfied by the response of the Executive Director or designee, the complainant should submit their complaint in writing to the Executive Director so that the complaint may be presented to the Board within five business days.

The Board will serve as the appeals body for any complaints not satisfactorily resolved or that involve the Principal directly in the complaint. Complaints must be submitted to the Board at least one week prior to the next Board meeting. Complaints submitted less than one week before the next Board meeting will be addressed at the subsequent meeting of the Board. Emergency issues will be dealt with on an as-needed basis, with the Board responding at or prior to its next regular public meeting.

Complaints will be promptly investigated and a determination will be made within a reasonable time. Where possible a determination will be made within 30 days or by the next regularly scheduled meeting of the Board unless extenuating circumstances outlined in the complaint require an expedited review. The Board shall render a determination in writing if appropriate or required by law.

Formal Complaints under Section 2855 of the Charter Schools Act

Section 2855(4) of the New York Education Law (part of the New York State Charter Schools Act provides that any individual or group may bring a complaint directly to the Board of Trustees alleging a violation of the New York State Charter Schools Act, the School's charter, or any other provision of law relating to the management or operation of the School. All such complaints should be in writing and include the following:

1. the name, address, and phone number of the complainant;
2. a detailed statement of the complaint, including the specific provision of the School's charter or law that allegedly has been violated;
3. the relief sought by the complainant; and
4. the response, if any, received from the School thus far.

The Board of Trustees will respond to the complaint within a reasonable time, if reasonable the response will be within the earlier of 30 days of receipt of the formal written complaint or the date of the next regularly scheduled meeting of the Board of Trustees, unless extenuating circumstances outlined in the complaint require an expedited review.

If the complainant believes that the Board of Trustees has not adequately addressed the complaint, the individual or group may then present the complaint to the School's authorizer, the Board of Regents of the State University of New York ("Board of Regents"). The process for bringing a complaint to the Board of Regents can be found here: <http://www.p12.nysed.gov/psc/complaint.html>.

The Board of Regents has delegated authority to handle complaints concerning charter schools to the Commissioner of Education. The Charter School Office of the New York State Education Department, on behalf of the Commissioner, will investigate and respond to complaints concerning charter schools that have been appropriately filed, and has the power and the duty to issue appropriate remedial orders involving any such complaint.

XIX. MEDIATION/ARBITRATION

In consideration of your employment with ADCS, and as an express condition of your continued employment by ADCS, you and ADCS agree to the following policies governing mediation and/or arbitration of any disputes.

A. Mediation

You and ADCS agree that any and all controversies, disputes, disagreements or claims arising out of or relating in any way to your employment with ADCS and/or the termination of the employment relationship, including without limitation any dispute related to compensation, benefits, promotion, termination of employment, alleged harassment or discrimination, and all common law, contractual or statutory claims arising under any federal, state or local law, rule or regulation, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, the Worker Adjustment Retraining and Notification Act, the Sarbanes-Oxley Act of 2002, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Rehabilitation Act and the Age Discrimination in Employment Act of 1967 (collectively, "Claims"), shall first be attempted to be resolved by mediation, which mediation shall be conducted in New York, New York, and administered by JAMS. In this regard, you and ADCS agree to engage in the mediation process in good-faith and to use your and its best efforts to reach an amicable resolution of any such Claim(s). The mediator shall be mutually selected by you and ADCS; in the event the parties cannot agree on a mediator, the mediator shall be selected by JAMS from its roster of mediators. Any such mediation shall be submitted for mediation no more than forty-five (45) days after the date the Claim(s) first arose, and ADCS shall bear the costs associated with any such mediation. Any statements made by you or ADCS during or in connection with the mediation process shall be considered statements made in the context of settlement discussions and, as such, shall not be admissible in any subsequent judicial, quasi-judicial, arbitration or other legal proceeding.

B. Arbitration

If you and ADCS are unable to resolve any Claim(s) through the mediation process set forth above, you and ADCS agree that any such Claim(s) shall be exclusively resolved by final, binding arbitration, as set forth below, to be conducted in New York, New York, and administered by JAMS, in accordance with the applicable JAMS Employment Arbitration Rules

& Procedures. You and ADCS agree that any such Claim(s) shall be arbitrated on an individual, non-class (or non-collective) basis, and under no circumstance may any such Claim(s) be consolidated with any other arbitration, action or legal proceeding for any purpose.

C. Selection of Arbitrators/Costs

ADCS shall bear the costs associated with the appointment of a panel consisting of one (1) neutral arbitrator from JAMS, to be selected in accordance with applicable JAMS rules. Any award of the arbitration panel shall be in writing, and shall be final and binding in all respects, subject only to such right of review as may be provided under applicable law. All other costs, including without limitation filing fees and attorneys' fees, shall be separately borne by you and ADCS.

D. Applicable Rules

In connection with any arbitration conducted pursuant to this policy, you and ADCS agree that the arbitration shall be conducted by JAMS pursuant to its Employment Arbitration Rules & Procedures, and shall be subject to JAMS' Policy on Employment Arbitration Minimum Standards of Procedural Fairness.

E. Voluntary Waiver of Jury Trial

In agreeing to arbitrate any Claim(s), you and ADCS agree and acknowledge that each is waiving your and its respective rights to a jury trial and, further, acknowledge that the decision to do so is voluntary and with full knowledge of your and ADCS's pre-existing and future legal rights. In the event this policy, or any portion thereof, is held unenforceable for any reason, you and ADCS agree that the validity of foregoing waiver of the right to a jury trial shall be unaffected by any such holding, shall remain valid and binding on the parties, and shall continue to apply to any and all Claim(s) regardless of the forum in which any such Claim(s) may be filed, brought or proceed

F. Confidentiality

You agree that all aspects of any mediation and/or arbitration conducted pursuant to this policy, including without limitation any record of arbitral proceedings, testimony, decisions or awards, shall be treated as strictly confidential and shall under no circumstance be disclosed by you to the public (other than to immediate family, attorneys and/or financial advisors), except as may be required by law.

G. Alternative Mediation/Arbitration Forums

In the event JAMS is not in existence as of the date any Claim(s) should arise, then you and ADCS agree that any such Claim(s) shall be submitted to mediation and/or arbitration, as the case may be, to the American Arbitration Association ("AAA"), to be conducted in New York, New York, in accordance with the AAA's Rules Governing Employment Disputes.

H. Exception for Injunctive Relief

Notwithstanding any of the foregoing, nothing set forth in this policy shall be construed as prohibiting ADCS from seeking any form of equitable or injunctive relief in aid of arbitration from any court of competent jurisdiction. In the event of any such suit, action or legal proceeding, or any other proceeding relating to any Claim(s), you irrevocably and unconditionally (i) agree that any such suit, action or legal proceeding arising out of or relating

in any way to your employment with the Company that seeks any form of equitable or injunctive relief may be brought in any court of competent jurisdiction in the State of New York; (ii) consent to the jurisdiction of any such court in any such suit, action or legal proceeding; and (iii) waive any and all objections to the laying of venue of any such suit, action or legal proceeding in any such court.

XX. MISCELLANEOUS

A. Dress Code Policy

All employees are required to wear professional, business attire during work hours Monday through Thursday. Employees working during evening or weekend hours may dress in a business casual manner. Business casual attire is also permitted on Fridays.

Although every possible clothing option cannot be assessed, the following guidelines should be useful in determining the appropriateness of business dress. Please be aware that these guidelines define the minimum standards; employees should use their best judgment in adhering to them.

- Ties: Required for men Monday through Thursday. Ties are optional on Fridays.
- Collared shirts/blouses: Short-sleeved and long-sleeved shirts and blouses with regular and banded collars are appropriate. T-shirts, tank tops, sweatshirts, halter tops and low-cut clothes are inappropriate. Please note, after Labor Day, male employees are required to wear long-sleeved button down shirts. Polo shirts will be acceptable on Fridays only.
- Sweaters, jackets and vests: Generally, any such clothing is acceptable.
- Pants: Trousers or slacks with a crease are appropriate. Jeans or denim (regardless of color or material), shorts, sweatpants, stretch pants or leggings of any length, and workout clothing of any type are inappropriate.
- Dresses/skirts: Professional dresses and skirts are appropriate. Extremely short dresses or skirts, along with denim skirts and "skorts" are inappropriate. Business casual dresses may be worn on Fridays only.
- Footwear: Generally, any dress shoes are appropriate. Athletic shoes (sneakers), flip-flops of any kind, shower or beach-type sandals, and hiking boots are inappropriate. Casual dress shoes may be worn on Fridays only.
- Other: Beach attire is not appropriate. Clothing that is skintight or similarly provocative is also inappropriate.

ADCS reserves the right to determine what appropriate attire is and to enforce this policy as necessary, including sending an employee home. Under such circumstances, an employee will not be compensated for the time away from work. Employees are invited to consult with their supervisors if they have any questions about the dress code. Disregarding or failing to comply with the dress code could lead to disciplinary action.

Employees should be mindful that some perfumes or colognes may be offensive to others. If a complaint is received, an employee may be asked to refrain from wearing a particular fragrance.

B. Expense Reimbursement Policy

Expense reimbursement requests shall be reviewed and approved or rejected by the Chief of Staff. All requests for expense reimbursement shall be submitted on the standard form. Requests must be made on a

routine, timely basis and must be substantiated by a receipt, credit card slip, or other document prepared by the supplier of the item for which reimbursement is sought.

C. Information Requests

All requests for information on past or present employees by organizations or individuals not associated with ADCS must be directed to the Chief of Staff. No other personnel are authorized to provide references.

D. Personal Property

ADCS cannot accept responsibility for any personal property which is lost or stolen on ADCS property. Wallets, purses and other valuables should either be kept under lock and key, on your person or not brought to ADCS property.

If an employee discovers that his or her personal property is missing, he or she should notify their Campus Director or his or her immediate supervisor immediately.

E. Solicitations and Literature Distribution

ADCS requires, among other things, that each employee devote his or her full attention and skills to the performance of his or her responsibilities at ADCS. Accordingly, ADCS prohibits any employee from soliciting for or against any cause or organization during his or her working time, or during the working time of the employee being solicited. Similarly, no employee may distribute literature regarding any cause or organization in work areas at any time, nor may any employee post personal notices on any ADCS bulletin boards. Persons ADCS does not employ may not solicit or distribute literature on ADCS property at any time. Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

F. Statements to the Press

The Executive Director will handle all inquiries from the media, including but not limited to the press, radio and television. Employees should decline to comment if contacted by the media and immediately contact the Executive Director.

G. Telephone Calls

ADCS's telephone system is to be used solely for conducting ADCS business. While from time to time it may be necessary to use ADCS's telephones for personal, non-business related calls, all calls of a personal nature should be kept to a minimum.

Employees who bring personal cell phones to work are required to use these in a responsible manner. Cell phones should be kept on silent and shall not be used, except for brief and/or emergency calls, while employees are on the job or when such use could interfere with other employees' work. ADCS allows the use of these items for employees' convenience, but reserves the right to restrict such privileges as it deems necessary in its sole discretion

H. Fraternalization Policy

The American Dream Charter School (the "School") strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for the effective operation of the School. This policy establishes standards of conduct that

must be followed by employees who have a personal or romantic relationship with another School employee.

Individuals in supervisory or managerial roles, and those with actual, apparent, or perceived authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their employment status within the School, their access to sensitive information, and their actual, apparent, or perceived ability to affect the employment of individuals in subordinate positions at the School.

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.

2. During the nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other employees or putting others in an uncomfortable position.

3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on School property, or at a School sponsored event.

4. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the School's employee disciplinary policy. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter and may lead to immediate termination of employment.

5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace.

6. Any supervisor, manager, executive, dean, principal or other official must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure must be made to the individual's immediate supervisor and the Chief Executive Officer or her/his designee. In the event the School's Chief Executive Officer is in a romantic or sexual relationship with another School employee, the Chief Executive Officer shall report the existence of this relationship to the President of the School's Board of Trustees. The School will review the circumstances to determine whether any conflict of interest exists and issue a written directive to the reporting employee.

7. When a conflict-of-interest or potential risk is identified due to a School administrator's or official's relationship with a co-worker, the School will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions, departments, or School buildings. If one or both parties refuse to accept a reasonable solution, such refusal will be deemed a voluntary resignation of employment.

8. Failure to cooperate with the School to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among School supervisors, officials, or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including immediate termination of employment.

9. The provisions of this policy apply to all prospective and current School employees regardless of the sexual orientation or gender identification of the parties involved.

10. Where doubts exist as to the specific meaning of the terms used in this policy, employees should make judgments based on the overall spirit and intent of this policy, the Employee Handbook, and the School's other policies and procedures.

11. Failure to adhere to this policy will be deemed insubordination and result in disciplinary action up to and including immediate termination of employment.

12. Any concerns or questions about the administration of this policy should be addressed to the School's Chief Executive Officer or his or her designee.

13. The School retains the right to amend this policy at any time and without notice.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act or any other applicable statute or regulation concerning the employment relationship.

~~ADCS prohibits romantic or sexual relationships between employees with supervisory responsibilities and the employees whom they supervise, as well as between employees and students. For the purposes of this policy, supervisory responsibilities include, but are not limited to, giving work assignments, directing performance, reviewing performance, disciplining, recommending promotions or raises in pay, approving leave, and scheduling hours of work. Violation of this policy may result in disciplinary action against the employee, up to and including unpaid suspension and termination of employment.~~

I. Employment of Relatives

No member of the immediate family of an ADCS employee may be considered for employment if that would result in one family member supervising another. The immediate family, for the purposes of this provision, is defined to include the following: (1) the employee's spouse or domestic partner; (2) the following relatives of the employee or the employee's spouse or domestic partner: parent, sibling, child, grandchild, grandparent, uncle, aunt, niece and nephew.

J. Food Allergy Policy

ADCS is a "nut-free" school. Some students have severe, life-threatening allergies to peanuts, other tree nuts, and nut oils. To ensure a safe environment for all students, employees should refrain from bringing nuts or foods containing nuts as ingredients to the school.

K. Student Transportation Policy

ADCS staff are prohibited from using their own or any other private vehicle to transport pupils to and from school or school-related activities. Under extenuating circumstances, the school administrator may grant permission, in writing, for pupils to be transported in a private vehicle by ADCS staff. However, administrative regulations should ensure that such transportation occurs under the safest possible conditions and that adequate documentation is maintained to demonstrate that the regulations have been met and the pupils' welfare protected to the greatest extent possible.

In an instance where an ADCS staff member receives approval to drive students in a private vehicle, there are still several things for the ADCS staff member to consider. In many states, school staff member's private insurance will provide the initial coverage for any incidents. The school's insurance may become involved as secondary insurance. In other states, depending on school coverage, the outcome may be exactly the opposite.

In the event of any vehicular incident while an ADCS staff member is transporting an ADCS student in a private vehicle, insurance companies (the ADCS staff member's insurance and ADCS's insurance) will likely challenge each other over which should cover the incident.

In an instance where an ADCS staff member receives approval to drive students in a private vehicle, the student's parent or guardian will need to sign a permission slip and waiver.

Except in unusual circumstances described below for emergencies, individual students should never travel to athletic events, field trips, or other school-related activities in private cars. Additionally, no student of either sex should be permitted to ride to and from a school function alone with a staff member. This situation exposes both to the possibility of assault or the allegation of assault. The only exception might be the circumstances described below for emergencies.

Informality and spur-of-the-moment decisions present a greater likelihood of an unwanted outcome than does a carefully thought-out approach that has some flexibility for emergencies and other circumstances.

EMERGENCY TRANSPORTATION FOR STUDENTS AND STAFF

Ill or injured ADCS students or staff should be transported to medical care in an emergency vehicle. There may be circumstances when that is not possible or timely if the wait for an emergency vehicle is excessive in light of the seriousness of the injury or when no emergency vehicle is known to be available. You must do what you believe to be in the best interest of the ill or injured person, keeping in mind that moving a person with a back or neck injury can be more dangerous than waiting for appropriate help.

L. Mandated Workshops

ADS requires that all school employees complete three workshops listed below at their own expense. If an employee is hired but does not have these certifications, the workshops need to be completed the workshops within 3 months of hire date on offer letters.

- Identification and Reporting of Child Abuse
- School Violence Prevention
- Dignity for All Students Act (DASA) workshop

M. Saturday Commitment

ADS asks that instructional staff attend/supervise 2 Saturday (or outside of regular school hours activities) each school year. For example, if ADS has a dance for high school students on a Friday night ADS needs adult supervision and will ask staff to volunteer. ADS credits staff for 1/2 a day. A second example, ADS has various tournaments and competitions where extra supervision is needed from 8-3pm on a Saturday. For this ADS credits staff for a full day (out of the 2).

N. COVID-19 Leave

Employees may be eligible for time off from work if they are affected by COVID-19, consistent with applicable law. ADCS will provide time off as set forth in applicable leave law as required. COVID-19 Leave and benefits shall be available as directed by guidance provided by the agencies overseeing the implementation and policy around COVID-19 Leave. These benefits are available for reasons related to COVID-19 only. ADCS Board of Trustees shall review this Policy as necessary in accordance with applicable Federal, State and Local law.

Eligibility for Leave. Employees are entitled to take paid leave related to COVID-19 only if they are unable to work, including being unable to telework, as a result of a Federal, State, or local quarantine or isolation

order related to COVID-19, including a shelter in place or stay at home order issued by a Federal, State, or local government agency.

ADCS may also require periodic updated medical documentation or confirmation that an employee continues to be unable to work during the course of the leave.

The amount of eligible paid sick leave available may vary depending on the type of employment, salary, and length of time requested.

Benefits under this Policy will not carry over from one year to the next. Further, employee are not entitled to reimbursement for any unused leave provided under this Policy at the time of separation from ADCS for any reason.