

## Ivy Hill Prep Charter School

### Board of Trustees Meeting - Ivy Hill Prep

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#### Date and Time

Monday September 28, 2020 at 6:30 PM EDT

#### Location

Pursuant to Governor Cuomo's Executive Order 202.1 issued, on March 12, 2020, suspending the in-person public participation provisions of the Open Meetings Law, IVY HILL PREP's Board Meeting will be held electronically via <https://zoom.us/j/9699543901>, until further notice. Members of the public may listen to or view the board meeting by also connecting to the zoom link at <https://zoom.us/j/9699543901>. A recording of the meeting will be transcribed and posted on Ivy Hill Prep's website at: <https://www.ivyhillprep.org/home>

TRUSTEES SHOULD ENSURE VIDEO CAPACITY IS ENABLED FOR MEETING/VOTING PURPOSES

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IVY HILL PREP - BOARD OF TRUSTEES

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#### Agenda

##### I. Opening Items

Opening Items

A. Call the Meeting to Order

- Welcome Guests
- Public Comments

- B.** Record Attendance and Guests
- C.** Approve August 2020 Board Meeting Minutes
- D.** Vote to Approve Agenda

## **II. Governance**

- A.** Approve Staff Handbook

Governance Committee recommends to approve:

- Staff Handbook Policies
- Review Paid Time Off Policies
- IHP Media Release Policy

## **III. Finance Committee**

Finance

- A.** Review Current Financial Dashboard
  - Discuss Current Financial Indicators
- B.** Review Financial Goals
  - Finance Committee Presents Goals for Approval

## **IV. Director of Finance Hiring Taskforce**

- A.** Taskforce Update
- B.** Vote to Approve Job Description

- Discuss Director of Finance Job Description

## V. Academic Achievement

### Academic Achievement

#### A. Academic Dashboard

#### B. HOS Report

#### C. Update on Re-Opening

- Discuss how re-opening is going
- Discuss Scholar and Parent Feedback
- Discuss Staff Feedback

#### D. Update on Re-Opening Phases

- Discuss Whether to Push back phases of re-opening.
  - **Important Dates to Consider:**
    - *September 24th*: Phase 2 Survey was disseminated to families
    - *September 28th*: Phase 2 Survey Data Available
    - *October 13th*: Current Start Date for Phase 2 of COVID-19 Re-Opening
- Goal:** Inform families of final decision regarding Phase 2 by October 1st

## VI. Development

### Development

#### A. Update on Development

## VII. Head of School Evaluation & Support Committee

#### A. Discuss Committee Next Steps

## VIII. Executive Session

#### A. Vote for Executive Session

- Discuss HOS Evaluation

**IX. Closing Items**

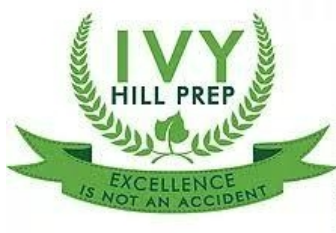
- A.** Adjourn Meeting

# Coversheet

## Approve August 2020 Board Meeting Minutes

**Section:** I. Opening Items  
**Item:** C. Approve August 2020 Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board of Trustees Meeting - Ivy Hill Prep on August 31, 2020

APPROVED



## Ivy Hill Prep Charter School

### Minutes

#### Board of Trustees Meeting - Ivy Hill Prep

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#### Date and Time

Monday August 31, 2020 at 6:30 PM

#### Location

Pursuant to Governor Cuomo's Executive Order 202.1 issued, on March 12, 2020, suspending the in-person public participation provisions of the Open Meetings Law, IVY HILL PREP's Board Meeting will be held electronically via <https://zoom.us/j/9699543901>, until further notice. Members of the public may listen to or view the board meeting by also connecting to the zoom link at <https://zoom.us/j/9699543901>. A recording of the meeting will be transcribed and posted on Ivy Hill Prep's website at: <https://www.ivyhillprep.org/home>

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IVY HILL PREP - BOARD OF TRUSTEES

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#### Trustees Present

A. Jimenez-Schulman (remote), A. Laniyan (remote), D. Lewis (remote), J. Small (remote), M. Kane (remote), M. Michael (remote), N. Williams (remote)

#### Trustees Absent

T. James

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## Guests Present

A. Johnson (remote), A. Leon-Soon (remote), B. Parker (remote)

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## I. Opening Items

### A. Call the Meeting to Order

M. Michael called a meeting of the board of trustees of Ivy Hill Prep Charter School to order on Monday Aug 31, 2020 at 6:34 PM.

### B. Record Attendance and Guests

### C. Approve July 2020 Board Meeting Minutes

M. Michael made a motion to approve the minutes from Board of Trustees Meeting - Ivy Hill Prep on 07-27-20.

A. Jimenez-Schulman seconded the motion.

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

#### Roll Call

M. Michael	Aye
N. Williams	Aye
A. Laniyan	Aye
T. James	Absent
A. Jimenez-Schulman	Aye
D. Lewis	Aye
M. Kane	Aye

### D. Vote to Approve Agenda

M. Michael made a motion to To approve agenda.

A. Jimenez-Schulman seconded the motion.

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

#### Roll Call

T. James	Absent
N. Williams	Aye
D. Lewis	Aye
M. Michael	Aye
A. Jimenez-Schulman	Aye
A. Laniyan	Aye
M. Kane	Aye

## II. Governance

### A. Review Staff Handbook

Discussion held to change days off for bereavement and victim of crime.

**B. Update Committee Details**

M. Michael made a motion to Add Derick Lewis to the Finance Director Task Force.

A. Jimenez-Schulman seconded the motion.

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

**Roll Call**

M. Michael	Aye
A. Laniyan	Aye
M. Kane	Aye
A. Jimenez-Schulman	Aye
N. Williams	Aye
T. James	Absent

**III. Finance Committee**

**A. Review Current Financial Dashboard**

Discussion held.

**B. Vote on contingency line item in Year 2 Budget**

N. Williams made a motion to amend year 2 budget for COVID related items.

J. Small seconded the motion.

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

**Roll Call**

J. Small	Aye
D. Lewis	Aye
T. James	Absent
A. Jimenez-Schulman	Aye
N. Williams	Aye
M. Michael	Aye
M. Kane	Aye
A. Laniyan	Aye

Discussion held on the flexibility provided to HOS to buy items and how to monitor spending to not exceed budget.

**C. Review Financial Goals**

Discussion held on review of the financial goals. Shortening committee meetings.

**D. Review Financial Deliverables**

**IV. Academic Achievement**

**A.**



**Vote Approve Amended Student & Family Handbook**

A. Jimenez-Schulman made a motion to Approve the amended Students and Family Handbook.

M. Michael seconded the motion.

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

**Roll Call**

T. James	Absent
M. Kane	Aye
A. Jimenez-Schulman	Aye
M. Michael	Aye
A. Laniyan	Aye
N. Williams	Aye
D. Lewis	Aye
J. Small	Aye

**B. Vote to Approve Homeless Student and Transportation Policy**

M. Michael made a motion to Approve Homeless Student and Transportation Policy.

A. Jimenez-Schulman seconded the motion.

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

**Roll Call**

A. Laniyan	Aye
M. Michael	Aye
M. Kane	Aye
N. Williams	Aye
A. Jimenez-Schulman	Aye
J. Small	Aye
T. James	Absent
D. Lewis	Aye

**C. Academic Dashboard**

**V. Facilities Update**

**A. Update on Renovation Process**

No update

**VI. Development**

**A. Update on Development**

Derrick Lewis and Jennifer Lewis shared Development updates and potential partnerships.

**VII. Executive Session**

**A. Vote for Executive Session**

M. Michael made a motion to Move into executive session to review the evaluation report.

J. Small seconded the motion.

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

**Roll Call**

- N. Williams           Aye
- A. Laniyan            Aye
- D. Lewis             Aye
- M. Michael          Aye
- J. Small             Aye
- M. Kane             Aye
- T. James             Absent
- A. Jimenez-Schulman Aye

Ambrosia's contract renewal terms.

A. Jimenez-Schulman made a motion to Approve HOS employment contract term for 1 year with automatic renewal clause.

A. Laniyan seconded the motion.

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

**Roll Call**

- M. Kane             Aye
- N. Williams          Aye
- M. Michael          Aye
- A. Laniyan           Aye
- T. James             Absent
- A. Jimenez-Schulman Aye
- D. Lewis             Aye
- J. Small             Aye

**VIII. 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 8:30 PM.

Respectfully Submitted,  
M. Michael

# Coversheet

## Approve Staff Handbook

**Section:** II. Governance  
**Item:** A. Approve Staff Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Ivy Hill Media and Photo Release Policy.pdf  
Governance Committee Meeting Report Sept 2020.docx  
Ivy Hill Prep Handbook Final 9.7.2020.pdf  
Ivy Hill Prep Exhibit A\_PTO\_9.8.2020.pdf



## Media and Photo Release Policy

Ivy Hill Preparatory Charter School holds the right to record, videotape, and photograph images of faculty, and use the media for academic and promotional purposes.

I hereby give my employer consent to record, videotape and photograph my image and/or voice to be used in the following ways:

- Company intranet accessible by employees only
- Company internet accessible via the World Wide Web to anyone
- Printed employee newsletter
- Printed client/customer newsletter
- Printed annual report
- All other relevant marketing Material for Ivy Hill Prep

I further understand that no special compensation will be provided to me for use of my image and that I may not be informed in advance of the specific use of my image.

**\*The employee must sign and acknowledge this document via the nest.**



## IVY HILL PREP BOARD OF TRUSTEES

### Governance Committee Meeting Report – September 1, 2020

**Committee Members: Derrick Lewis (not present), Marsha Michael, Adam Jimenez-Schulman, Aquilla Leon-Soon (Not Present Prospective board member)**

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#### 1. Review Employee Handbook

- Update – Handbook was reviewed by committee. Committee discussed:
  - Changing allotment of time off between instructional staff and non-instructional staff
  - Changing overall allotment of bereavement leave to up to 5 days.
  - Changing paid jury service time off
  - Change to time off for employee who is a victim of crime
  - Other changes to the document based on legal recommendations. Changes were written into the google document.
- Next Steps for Committee – HOS to provide finalized revised version in google doc by Friday 9/4/20. Committee to log onto google docs and review final changes.
- Action to be Taken by Board: Committee to recommend to Board to approve polices at the August 28, 2020 board meeting.

#### 2. Key Board Policies

- Update: Committee did not complete review of key board policies.
- Next Step for Committee:
  - MM to fiscal policies and governance policies and insert whether key policies were adopted and the date.
  - Adam S. to review personnel policies and ensure all key policies listed there are included in the current handbook.
  - Aquilla to review academic policies and ensure that all policies are included in student and family handbook.
  - Committee should determine a new deadline date to complete this review.

#### 3. Job Descriptions -

- Committee reviewed the job description for Dean of Special Supports.
- Next Steps – HOS to provide language to include a catch all phrase for duties and responsibilities under description for Dean of Special Supports
- Action to be Taken by Board: Committee to recommend to Board to approve amendment at August 28, 2020 board meeting.

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*Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, **Ivy Hill Preparatory Charter School** educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of purpose and opportunity.*



## IVY HILL PREP BOARD OF TRUSTEES

### Governance Committee Meeting Report – September 1, 2020

Committee Members: Derrick Lewis (not present), Marsha Michael, Adam Jimenez-Schulman, Aquilla Leon-Soon (Not Present Prospective board member)

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#### 4. Recruiting New Board Members

- HOS inquired about vetting process. Vetting process remains the same as the approved vetting process. Potential candidate is referred to the governance committee and general board documents are provided, and meeting is set up with Board Chair and member of governance committee.

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# Ivy Hill Prep

## 2020-21 Employee Handbook

**Effective September 28, 2020**



# Welcome!

Welcome to the Ivy League.

Thank you for joining Ivy Hill Preparatory Charter School (hereinafter, the "School"). We hope you agree that you have a great contribution to make to the education of our children by way of our community, and that you will find your employment at Ivy Hill Prep a rewarding experience. We very much look forward to the opportunity of working together to create a school environment that educates, encourages, and uplifts every scholar who walks through our doors. We also want you to feel that your employment will be a mutually beneficial and gratifying one.

You have joined an organization that is establishing an outstanding reputation for quality: excellence is not an accident. Credit for this will go to everyone in the organization. We hope you will find satisfaction and take pride in your work here. As a member of the Ivy Hill Prep team, you will be expected to contribute your talents and energies to further improve the environment and quality of the School.

We extend to you our personal best wishes for your success and happiness at Ivy Hill Prep.

Sincerely,

Ivy Hill Preparatory Charter School



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## INTRODUCTION

Please read this employee handbook (hereinafter, "Handbook") carefully, familiarize yourself with its contents, and refer to this Handbook when you have questions about terms and conditions of your employment. While it should provide answers to most employment-related questions, it is not exhaustive. After reading this Handbook, if you have any questions, you are encouraged to discuss them with the Executive Director (hereinafter, "School Leader") of Ivy Hill Prep (hereinafter, "the School").

The contents of this Handbook supersede any prior or previous years' policy guidelines, employee handbooks, or personnel manuals provided to employees. Except for the policy of at-will employment, the School reserves the right to change or discontinue any of the policies contained in this Handbook from time to time and to interpret and apply them as it deems appropriate. No oral statements or representations can change the provisions of this Handbook. Please note that not all of the School's policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones. The School Leader or their designee has the power to create and apply policies and procedures not set forth in this Handbook. Additionally, the School may issue temporary or supplemental written policies to this Handbook in its sole discretion from time to time.

The policies and procedures listed below are not intended as a contract between the School and its employees. The School may revise, discontinue, or suspend these policies and procedures, delete sections, or add additional components at any time, with or without prior notice. Any such action will apply to existing employees as well as those hired after the change is made. These policies and procedures are subject to the discretion of the School Leader or their designee. These policies apply to all full-time, part-time, and temporary employees of the School.

### School Overview

The goal of the School is to create one of the finest charter schools in the nation. We hope to serve the children of our community and to create a role model for charter school design that can be replicated everywhere that new educational alternatives are needed.

A broad cross-section of the community has joined together to create this unique School: parents, educators, social service executives, elected officials, community leaders and business people. At the same time, the deep need for better educational alternatives is longstanding and well known.

Creating an outstanding School that meets the needs of all of its children and families is not easy work. Ultimately, however, parents and children have a right to good educational alternatives and a fair chance at life. For this reason, the best-designed charter schools will succeed and will raise the quality of traditional non-chartered schools along with them. We are glad you have joined us in this most worthy and noble effort.

### What You Can Expect From the School

The School believes in creating a professional working relationship between all employees. In pursuit of this goal, the School is working towards meeting the following employee relations objectives:

1. Provide an exciting, challenging, and rewarding workplace experience.
2. Provide employment opportunities on the basis of skill, training, ability, attitude, character, and business need, without discrimination with regard to race, color, religion, creed, sex, sexual orientation/affectational preference, gender (including gender nonconformity, status as a transgender or transsexual individual, and gender identity or expression), sexual and

reproductive health decisions, ethnicity, national origin, ancestry, citizenship, age, physical or mental disability, handicap, genetic information, predisposing genetic characteristics, marital status, familial status, partnership status, caregiver status, pregnancy status, uniformed service, military and veteran status, employment status, or any other characteristic protected by law, rule or regulation.

3. Compensate all employees according to their effort and contribution to the success of the School.
4. Review wages, employee benefits, and working conditions regularly with the objective of being as competitive in these areas as possible, consistent with the various demands on the School's limited resources.
5. Assure employees an opportunity to discuss any issue or problem with their immediate manager which could be the Academic Director, the Operations Director, or the School Leader. Issues related to human resources could be brought to the manager or a representative from our Human Resources Services provider (Little Bird HR).
6. Take prompt and fair action to investigate and resolve any complaint that may arise in the everyday conduct of the School's business, including complaints of discrimination based on a protected trait or retaliation.
7. Respect individual rights and treat all employees with courtesy and consideration.
8. Maintain mutual respect in our working relationships.
9. Promote employees on the basis of their ability and merit.
10. Keep all employees informed of the progress of the School, as well as its overall goals and objectives.
11. Promote an atmosphere in keeping with the School's vision, mission, and goals.
12. Maintain an atmosphere that is free from harassment or discrimination on the basis of any protected classification or characteristic and free from retaliation for engaging in any activity protected by law.

### **What the School Expects From You**

The School needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, efficiently, correctly and pleasantly. Second, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude. However, nothing in this Handbook is designed or intended to, nor should it be construed to, interfere with, restrain, prevent, or dissuade employees from engaging in legally protected activities, including those protected by the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, raising complaints about working conditions, and/or engaging in other activities for their and their fellow employees' mutual aid or protection. School employees have the right to engage in or refrain from such activities.

How you interact with fellow employees and those whom the School serves, and how you accept direction can affect the success of our School. In turn, the performance of one faculty member can have an impact upon the entire School. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Manual offers insight into how you can perform positively and to the best of your ability to meet and exceed the School's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and impact your life. We believe in direct access to management. We are dedicated to making the School an educational institution where you can approach your manager to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the School and to communicate with each other and with management in a professional and constructive manner.

## School Vision and Mission

Mission Statement: Through high-quality curriculum and instruction, intentional leadership development, and a commitment to excellence in all that we do, Ivy Hill Preparatory Charter School educates kindergarten through fifth grade scholars to thrive in middle and high school, graduate from the college of their choice, and access lives of promise and opportunity.

## School Philosophy

Ivy Hill Prep is a K-5 elementary school that is relentless in our pursuit of ensuring that all children who enter our doors receive the academic and leadership skills necessary to enter and succeed in the city's highest performing middle and high schools, and matriculate into the colleges and universities of their choice. To carry out our ambitious mission, the following five core beliefs drive our work:

**Intentional character development shapes the leaders of tomorrow.** We deeply believe that it is necessary for students to have a strong academic foundation coupled with character and leadership skills to be successful in middle school, high school, and college. If our mission is to prepare scholars to access lives of promise and opportunity, it is our duty to equip them with the academic tools necessary to succeed, as well as the leadership and character skills necessary to allow them to succeed in the face of adversity. According to studies that correlate grit and academic success, results affirm that "grit positively predicts achievement in challenging domains over and beyond mere talent. That grit – the tendency to pursue long-term challenging goals with perseverance and passion – [is] correlated with Black male collegians' grades, holding all other factors constant, underscores the significance of this trait to achievement."<sup>[1]</sup> At Ivy Hill Prep, we will intentionally teach character and build leaders through (1) our Ivy LEAGUE values of **Leadership, Excellence, Academic Growth**, what makes you **Unique**, and we have **Confidence**, and (2) Martial Arts curriculum as a schoolwide Character course.

Commented [SD1]: Should this be something with an E? Does not spell LEAGUE

**Every child is capable of greatness.** At Ivy Hill Prep we are committed to upholding our mission by serving all students. We welcome all students, regardless of their race, socio-economic status, home language, disabilities, or academic capabilities upon entry. We believe that with individualized supports and data driven instruction, every child at Ivy Hill Prep can and will reach the bar of excellence necessary to be on the path to college.

**Academic excellence drives everything we do.** We hold our students to high academic expectations because we are certain that they can meet those goals. We will implement high-quality curriculum for each content area and grade level, modeled after curriculum used at high-performing charter schools serving similar student populations. In alignment with New York State Standards, we will implement robust and rigorous curriculum designed to set students up for success once they matriculate from Ivy Hill Prep.

**Exceptional teachers produce exceptional results.** We know that impactful classroom teachers drive exceptional results for students. Our staff will demonstrate a growth mindset and will be equipped with the skills they need to be successful in the classroom. Beginning in the hiring process, we will seek out educators who are mission-aligned and hungry for feedback to further their development. Dedicating three weeks of Summer Professional Development before students arrive, teachers will be equipped with the tools necessary to manage a classroom effectively, engage students in a myriad of ways, internalize lesson plans, and execute with bite-sized goals at the forefront of their planning. All teachers will receive frequent, targeted feedback to rapidly improve their practice through weekly

observations by their instructional coach to achieve their professional development goals and build the access of academic success of their scholars.

**Data drives instruction.** At Ivy Hill Prep, we are unapologetically focused on responding to data from student assessments. Teachers collect, analyze, and respond to daily exit tickets, monthly unit assessments, and interim and literacy assessments administered every six weeks. With all collected data and with the support of school leadership, teachers under the supervision, closely analyze student misconceptions to address and close the gaps that exist, leading to continuously higher student achievement.

## EMPLOYMENT IN GENERAL

### Employment At-Will

This Handbook is a general guide to the employment policies of the School. This Handbook does not create a contract of any kind or duration between the School and you. This Handbook is not a guarantee of employment or any particular conditions of employment for any fixed period of time. Rather, by agreeing to be employed by the School, you acknowledge that you are entering into an "at-will" employment relationship with the School. This means that either the School or you may terminate the "at-will" employment relationship at any time without notice or cause. This notice applies to all employees, regardless of the date of hire.

### Employment Types

You may be classified as one or more of the following employment types during employment with the School:

#### 11 month Instructional

Instructional employees are hired to provide academic, instructional, behavioral, and/or psychological services and support to students. Instructional employees may include (but are not limited to): instructional coaches, teachers, special education teachers, teaching assistants, speech and language pathologists, social workers, and psychologists. Exclusions include part-time, temporary and substitute teachers, and independent contractors who may be retained by the School to provide services and support to students.

Employees are hired to work in accordance with the Board-approved academic calendar including annual pre-service professional development. Compensation is based on the amount of days they work in accordance with the school academic calendar. Salaries are annualized and paid over a twelve-month period, also known as "annualized compensation." For the purpose of this employment type, the employee's annualized salary is stretched over twenty-four (24) pay periods in order to receive income during the summer recess and throughout the in-school breaks.

#### 12 month Non-Instructional

Non-instructional employees' job duties do not include specific, regular instructional duties relating to students. Typical non-instructional positions include: school operations manager, administrative assistants, office coordinators, operations assistants, clerical, technical, and other operations-related positions.

**Exempt Employee**

Generally, employees employed in director, instructional and certain non-instructional capacities are exempt from the provisions of the Fair Labor Standards Act.

**Non-Exempt Employee**

A non-exempt employee is an employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. If a non-exempt employee works more than forty (40) hours in any particular week, they will be paid overtime at time and one-half (1.5) for those additional hours unless state law dictates otherwise. A non-exempt employee must only work according to a schedule approved by their manager.

**Full-Time Employee**

An Employee who is normally scheduled to work at least 30 hours per week is considered a full-time employee. Full-time employees are eligible to participate in the School's employee benefits package, subject to the terms and limitations of each benefit plan, program, policy, or arrangement.

**Part-time Employee**

An employee who is scheduled to work fewer than 30 hours per workweek is a part-time employee. Part-time employees are not eligible to participate in the School's employee benefits package, and part-time employees do not receive paid time off or leaves of absence, with the following exceptions:

- All employees have workers' compensation coverage.
- All employees may be eligible for paid sick leave in accordance with applicable law.
- All employees are eligible for New York State Paid Family Leave.
- Any employee who is scheduled to work more than the required number of hours per year, as determined by the School's retirement plan rules, is eligible to participate in the School's retirement plan.
- Time off work without pay for a part-time employee may be granted at the sole discretion of the School Leader or their designee.

**Temporary Employee**

From time to time, the School may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed three (3) months in duration and the employee is not eligible for benefits except as required by law. Summer employees, interns and seasonal employees are examples of temporary positions.

**Background Checks and Fingerprints**

For safety and security reasons, all School employees who work around students must undergo a criminal background check prior to beginning employment. The school may require all employees to obtain an updated background check periodically as determined at the School's discretion. A third-party service is used to collect fingerprints for the background checks, which are forwarded to the Federal Bureau of Investigation (FBI) and the state equivalent, if applicable. The criminal history sent by such bureau(s) is reported as far back as a criminal history exists.

If either an applicant or an existing employee has been convicted of any crime, the School will determine whether employment is possible based on the following criteria: the position applied for, length of time in the position, contact with students, type and number of crime(s), date(s), and relevance to performance of job duties. An applicant or employee convicted of a felony that involves harm to a minor will be ineligible for employment or will be subject to termination (if they are a current employee). Applicants and existing employees have an ongoing obligation to notify their managers and the School Leader within three (3) days of all arrests and convictions (excluding minor traffic violations).

**E-Signature Policy**

During the course of employment, you will be asked to sign certain employment-related agreements and documents via electronic signature. "Electronic Signature" includes, but is not limited to, the use of a keypad, mouse, or other device to select an item, button, icon or similar act/action. By signing the E-SIGNATURE ACKNOWLEDGMENT AND AUTHORIZATION, you are acknowledging and agreeing that: (a) you agree to the use of e-signature as standard practice for signing such employment-related documents and agreements; (b) your e-signature has the same effect as your traditional handwritten signature; (c) you waive the right to claim that your e-signature does not constitute a valid or binding signature on any such e-signed document or agreement, and (d) any electronic signature on any agreement or document executed prior to executing the E-SIGNATURE ACKNOWLEDGMENT AND AUTHORIZATION form is governed by this E-Signature Policy, constitutes your signature, and has the same effect as if actually signed in writing.

**Change of Personnel Status**

We need to maintain up-to-date information about you so we can aid you and/or your family in matters of personal emergency. Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be updated in our HR software, the [Little Bird Nest](#).

**Compensation**

**Payment Schedule**

You will be paid in accordance with the applicable payroll schedule established by the School.

**Time and Place of Payment**

If you have requested direct deposit, your pay will be deposited into an account at your financial institution using the account information that you have provided in our payroll software, the [Little Bird Nest](#). If you do not have direct deposit, your paycheck will be mailed to the address you have on file.



**Wage Garnishment**

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

**Policies for Errors in Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made for any reason, including, but not limited to, an overpayment or underpayment, please contact your School Leader immediately. Paycheck errors of less than \$100.00 (overpayment or underpayment) will be corrected on the next regularly scheduled payroll period. Paycheck errors over \$100.00 will be handled on an individual basis depending on the circumstances.

**Pay Advances**

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

**Employment  
Records**

**Access to Employment Records**

In keeping with the growing recognition of individual rights to privacy, we maintain only those records and collect only personal information that is necessary for organizational purposes. All personnel records are the property of the School. We make every effort to maintain the confidentiality of all personal information. However, the School will cooperate with and provide access to personnel files to local, state and federal agencies in accordance with applicable law. Employees who wish to inspect their own personnel files may do so in the presence of a School representative. Employees will not be allowed to view investigation records or any letters of reference.

**Medical Records**

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

**Pre-employment**

Pre-employment and other background investigations are conducted in accordance with federal and state laws regarding individuals offered employment by the School. The School Leader's designee will review all background clearances unless it is the designee's own clearance, in which case the School Leader will perform the review.

**Verification of Employment**

The School will provide dates of employment when employment verification is requested. The School will provide wage/salary information if the appropriate authorization and release has been provided by you.

**Form I-9**

The School is required to maintain employment eligibility verification on U.S. Citizenship and Immigration Services Form I-9 for you, and if required by law, copies of the documents used to establish your identity and employment authorization.

**WORK SCHEDULE**

**Workdays and Work Week**

You are required to work according to a schedule – including (i) the pre-service schedule which is usually at least 10 days prior to the start of the school year for students; (ii) during some school breaks, depending on your role and responsibility; (iii) school events during the day and evening such as Parent-Teacher nights, depending on your role and responsibility; and (iv) days during the summer after students have been dismissed for the summer break. The School's work schedule will be determined by the School Leader or their designee.

Regular attendance is essential to the School's efficient operation and is a necessary condition of employment. You are expected to report to work as scheduled and on time. If it is impossible to report for work as scheduled, you (or your designee if you are unable to notify the School) must notify your manager and/or School Leaders in accordance with procedures established by the School. If the absence is to continue beyond the first day, you must notify your manager and/or the School Leader or their designee on a daily basis unless otherwise arranged. It is your responsibility to notify the School Leader or their designee of each absence.

### School Closing

The School will close due to inclement weather or other conditions as determined by the School Leader. At the discretion of the School Leader, any classroom days lost to closure due to inclement weather or other reasons may be made up by adding an equal number of days during or at the end of the school year. In cases when the school is closed, all exempt and non-exempt employees will receive compensation for a standard workday(s).

If the School is open but you are unable to report to work due to inclement weather, you may not be paid. If you are a non-exempt employee who has any accrued paid vacation or other paid time off, you may use such time for which you qualify to receive pay for the day. Exempt employees may be required to use any available accrued paid time off in such instances. If you are an exempt employee who is unable to report to work for the full day and you have no remaining accrued paid time off, you will not be paid for the day and thus shall perform absolutely no work of any kind during the day.

Regardless of whether the facility remains open or closed, it is your decision to determine if you can safely arrive at work. If you elect not to work, the School requires the courtesy of a phone call or email to your manager advising as to your status for the day, before the start of your workday.

### Meal Breaks

You will receive meal breaks in accordance with state law. The schedule for employee meal breaks will be established in accordance with the School's operational and staffing needs.

Non-exempt employees who:

- work more than six (6) hours must receive at least one (1) unpaid 30-minute lunch break between 11 a.m. and 2 p.m.
- work a shift of six (6) or more hours between 1 p.m. and 6 a.m. must receive an additional unpaid 45-minute mid-shift meal break.
- start work before 11 a.m. and continue past 7 p.m. must receive an additional unpaid 20-minute meal period between 5 p.m. and 7 p.m.

### Working From Home

In the event of unexpected school closure during an academic school year, the staff of Ivy Hill Preparatory Charter School will continue to fulfill its mission of providing a high-quality education to all students. The below expectations have been outlined to allow for continuity of learning for all students, continued professional development for teachers, and support for families during an unexpected closure.

#### Duties and Responsibilities

- All staff must be available via phone, e-mail, or Zoom or any other video-conferencing platform utilized by the school for the entirety of their contractual work hours.
- Instructional staff shall continue to provide remote instructional support to scholars and must communicate with families to support remote instruction. Interaction with students and families includes but is not limited to phone calls and video conferencing.
- Staff must continue to adhere to Ivy Hill Prep's Professional

Dress expectations during videoconferencing sessions with students and families.

- Staff must conduct videoconferencing sessions in well-lit areas with minimal background noise to the extent possible.
- Staff must continue to comply with all necessary supervision requirements including but not limited to meeting their manager's requirements for daily and weekly communication.
- Requests for personal time off (PTO) (e.g. illness) will be communicated through normal procedures.
- Supplies to work remotely must be secured from the school before the first day of remote instruction.
- Any additional supply needs must be preapproved prior to any reimbursement.
- Technology connectivity issues should be directed to the director of operations.
- Non-exempt staff will maintain normal work hours and log in Time and Attendance as normal.

The School considers telecommuting to be an alternative work arrangement in cases where individual, job and manager characteristics are best suited for such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Additionally, in the event of an emergency such as a weather emergency or pandemic, the School may require employees to temporarily work from home to ensure business continuity.

Telecommuting is not an entitlement; it is not a School-wide benefit, and it in no way changes the terms and conditions of employment with the School. You remain an at-will employee of the School, and accordingly, your employment may be terminated by you or the School at any time and for any reason.

#### **Procedure**

Telecommuting must be agreed upon by both you and your manager. Before entering any telecommuting agreement, you and your manager, with the assistance of Little Bird HR, will evaluate the suitability of such an arrangement, paying attention to the following areas:

- **Employee Suitability** – you and your manager will assess your needs and work habits, compare them to traits customarily recognized as appropriate for successful telecommuters (e.g. telecommuting may not be appropriate where your performance does not indicate sustained high performance or where you require close supervision as indicated, for example, by your consistent need for guidance on technical matters).
- **Job Responsibilities** – you and your manager will discuss your job responsibilities and determine if the job is appropriate for a telecommuting arrangement (e.g., telecommuting may not be appropriate where you must supervise the work of other employees, or where efficiency is compromised when you are not present).
- **Tax and other legal implications for the business use of your home based on IRS and state and local government restrictions**

– Income taxes will be withheld based on the School’s location, not on the location from which you telecommute. You may wish to consult your tax advisor with respect to other tax consequences.

**Scheduling and Performing Work**

If you need to work from home on a particular day, you need authorization from your manager. Employees should disclose where they are working from in light of health concerns related to the pandemic (i.e. are you working in another state or actually at home?) You may not simply choose to work from home without permission.

If approved, your at-home work hours will conform to a schedule agreed upon by you and your manager. If such a schedule has not been agreed upon, your work hours will be assumed to be the same as they were before you began telecommuting. Changes to this schedule must be reviewed and approved in advance by your manager. As with all employees, employees on a work-from-home arrangement may be required to work outside of normal School hours, and may, from time to time, be required to attend meetings at the School or other locations.

During the scheduled working hours, you must be accessible and responsive to emails and phone calls (as is required of employees in the School), and it is expected that you and your manager, and you and other employees, will communicate at a level consistent with employees working at the School or in a manner and frequency that seems appropriate for the job and the individuals involved. You will remain subject to all School policies, practices and programs while working from home (other than regular attendance at the School). Failure to fulfill normal work requirements, both qualitative and quantitative, due to working from home will result in corrective action, which may include termination of the telecommuting arrangement, and other disciplinary action up to and including termination of employment.

**Safety**

You will establish an appropriate work environment within your home for work purposes. You will be responsible for maintaining a designated workspace in a safe, healthy, professional and secure manner. Injuries sustained by you while at your home work location and performing your regular work duties are generally covered by the School’s workers’ compensation policy, subject to the terms and conditions of such policy. Telecommuting employees are responsible for notifying the School of such injuries in accordance with the School’s workers’ compensation procedures.

Workers’ compensation is only applicable while you are actually performing your job and while in your designated workspace. It does not cover your entire home. You may be liable for any injuries sustained by visitors to your work site. The School assumes no liability for injuries occurring in your home workspace outside of work hours. You should note that some homeowner’s/renter’s insurance policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For your protection, you should have your homeowner’s/renter’s liability policy endorsed to cover bodily injury

and property damage to all third parties arising out of or relating to the business use of your home.

**Time Entry**

You must continue to enter time as required by School policy for any work being performed. If you are not exempt from the overtime requirements of the Fair Labor Standards Act, you will be required to record all hours worked in a manner designated by the School, and any hours you work in excess of the specified per day and per workweek will require the advance approval of your manager.

Telecommuting employees will be held to a high standard of compliance due to the nature of their work assignment. Given this remote nature of work while telecommuting, it is imperative that all time be entered on a daily basis. Failure to comply with these requirements can result in the immediate cessation of the telecommuting agreement.

**Equipment**

You and your manager will discuss your equipment needs while working remotely. The School's IT department is available to review equipment needs with you and to provide support in advance of entering into a remote work arrangement or due to emergency telework situations. The School will determine, with information supplied by you and your manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The School's IT department will serve as a resource in this matter.

Equipment supplied by the School will be maintained by the School. Equipment supplied by you, if deemed appropriate by the School, will be maintained by you. The School accepts no responsibility for damage or repairs to employee-owned equipment. The School reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the School is to be used for School purposes only. You must sign an inventory of all School property and agree to take appropriate action to protect the items from damage or theft.

**Privacy and Policy Compliance**

When working from home (or another remote location), all of the School's privacy, security and confidentiality policies and obligations still apply, including but not limited to the Social Networking and Online Activity Policy, Confidentiality and Work Product, Care of Equipment, Use of Electronic Resources, and Information Security. These policies apply to both electronic and physical information.

Without limiting the foregoing, you must comply with the following:

- You may only use equipment and services that have been authorized by the School for the performance of School business.
- You must work in your home in a manner that will prevent any member of your household from hearing or accessing confidential School or student information.

- You should consider using a device that is accessed solely by you. Other steps include, but are not limited to, use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.
- You may conduct School business only through the School's authorized email and other communication services. Personal accounts may not be used for School business.
- All documents, files and other records must be stored on the School's authorized storage platforms. Storage on your local devices or on your personal services is not permitted.
- Your devices must have up to date anti-virus software or other standard security protections installed and active at all times.
- In the event you suspect unauthorized access to or disclosure of School information, systems or services, you must immediately notify the Head of the School!

#### **Miscellaneous**

When working from home, please remember the following:

- A work-from-home arrangement is not a substitute for childcare. You may not undertake to provide primary care for a child during at-home working hours. If your child(ren) will be home during your at-home working hours, some other individual should be present to provide primary care. If you need time off for childcare responsibilities, you should contact your manager.
- If you are unable to work due to illness, you must use PTO or sick leave, and must report your absence to your manager. If you wish to be relieved of responsibility for work on a particular day or days, you must use paid time off or take unpaid days. Disciplinary action will result, up to and including termination of employment, if you do not accurately record time off while working remotely.
- Under no circumstances shall an employee working from home conduct client/student meetings in the home.
- Under no circumstances shall an employee working from home invite students or their families into their home.
- Upon termination of employment, or at any time upon the School's request, all School property must be returned to the School.

Working at home is an alternative method of meeting the needs of the School and is not a universal employee benefit. As such, the School has the right to refuse to make working at home available to an employee and to modify or terminate a work-at-home arrangement at any time, in its sole discretion. Either you or the School may terminate the telecommuting arrangement at any time.

#### **Failure to comply**

The foregoing procedures are designed to ensure that Ivy Hill Prep continues to provide scholars with high quality education. All Ivy Hill Prep employees are required to carry out the mission and vision of Ivy Hill by providing continuity of learning during times when remote instruction becomes necessary because of a mandated school closure.

Failure to comply with the procedures detailed herein could result in grounds for immediate termination.

## PERFORMANCE REVIEW AND EVALUATION

### Performance Review and Evaluation

All School employees are required to work toward the standards outlined by the School for each role. Performance reviews and evaluations will take place in a variety of forms and will be based on the ongoing observations by the School Leader or their designee. These observations will be both formal and informal and may include walk-throughs as well as scheduled observations. You may receive both oral and written feedback as to observed strengths and areas for improvement. It is expected that you will make every effort to address the recommendations given in these observations and evaluations.

Evaluations may be conducted by the School Leader or their designee. One or more written evaluations of you may be performed annually. The format of the evaluation will be determined by the School and may change from time to time without prior notice. Your performance will be assessed according to the School's standards. You should read written observations and evaluations carefully and respond to them within the timeline provided by the School Leader or their designee. Concerns may also be addressed verbally through a meeting with your manager.

## EMPLOYEE BENEFITS

### Benefits Summary

All full-time employees who are eligible will be offered health insurance and other employee benefits offered by the School. Eligibility, coverage, and carriers of such benefits are subject to modification or termination at any time at the sole discretion of the School or the respective insurance carriers. Health insurance and other employee benefits may be modified or discontinued at the sole discretion of the School at any time.

The School will be your employer, and Little Bird HR will become your co-employer solely to facilitate the provision of medical, dental and other employee benefits to you and as may otherwise be mandated by applicable law. Except as set forth in the preceding sentence, Little Bird HR shall not have, and it shall not be deemed to have, any of the duties, obligations or responsibilities as your employer.

The School may also offer a retirement plan to all full-time and certain part-time employees in accordance with the eligibility requirements of the applicable plan.

For more information concerning health insurance and other employee benefits offered by the School, please email or call Little Bird HR at [hrsupport@littlebird.hr](mailto:hrsupport@littlebird.hr) or 888-281-8956.



**Workers' Compensation Insurance**

Injuries that occur while performing official duties on behalf of the School are covered by workers' compensation insurance. If you suffer an injury while performing official School duties, you must file a report with the School Leader or their designee as soon as possible. You are responsible for filing any other necessary forms, applications, or other information as required by applicable government agencies, insurance companies or the School.

**WORKPLACE CONDUCT & ENVIRONMENT**

**Code of Conduct**

You have an obligation to observe and follow the School's policies and to maintain proper standards of conduct at all times, regardless of whether you are working on the School's premises or remotely. The conduct of our employees reflects on the School, so you are encouraged to observe the highest standards of professionalism and integrity. The School expects you to conduct yourself ethically and appropriately. This not only involves sincere respect for the rights and feelings of others, but also demands that you avoid any behavior that might be harmful to yourself, co-workers, students or the School, or that might be viewed unfavorably by those with whom the School does business, by our students or families, or by the public at large.

**Whistleblower Policy**

The School is committed to operating in furtherance of its tax-exempt purposes and in compliance with all applicable laws, rules, and regulations, including those concerning accounting and auditing, and prohibits fraudulent practices by any of its trustees, officers, and employees. This Policy applies to any matter related to the School's business and does not relate to private acts of an individual not connected to the business of the School. Further, this policy is intended to encourage and enable trustees, officers and employees to raise serious concerns within the School prior to seeking resolution outside the School.

**Reporting Responsibility**

It is the purpose of this policy to encourage trustees, officers or employees to report information that they reasonably and in good faith believe to be in violation of the Code of Ethics, the Policy on Conflict of Interests, applicable law or regulation, to a member of the Board of Trustees and Head or School, in writing stating in detail the basis for belief of the violation or suspected violation.

**No Retaliation**

No individual who in good faith reports a violation or suspected violation shall suffer harassment, retaliation, or adverse employment consequence. An individual who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

**Reporting Violations**

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

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

**Handling of Reported Violations**

The Head of School will notify the sender and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

The Board of Trustees shall take prompt action to assist in properly investigating the report of the alleged violation.

A copy of the Whistleblower policy will be distributed to all Trustees, Officer and Employees.

**Problem Resolution Procedure**

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 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 employees are unable to resolve their differences, concerns should be brought to one of the employees' managers within ten working days if possible and ultimately, if necessary, to the School Leader.

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 the School Leader. If after taking repeated steps you continue to feel that your issues have not been resolved (or if your concerns relate to the School Leader), you are encouraged to bring your work-related concern to the attention of the Board of Trustees.

**Discipline**

If you violate a policy, procedure, rule or regulation of the School, if you fail to behave in accordance with the School's standards of conduct, if your attitude, conduct or demeanor becomes unsatisfactory, or your behavior interferes with the orderly and efficient operation of the School, corrective disciplinary measures will be taken. Disciplinary measures may include a verbal warning, written warning, suspension, transfer, reassignment or termination from employment, with or without notice. The appropriate disciplinary action to be imposed will be determined by the School. The School does not guarantee that one form of action will necessarily precede another.

Decisions to discipline will be based on an assessment of all relevant factors.

The following may result in disciplinary action, up to and including discharge:

- Violation of any School rule or policy.
- Violation of security or safety rules or failure to observe safety rules or the School safety practices; failure to wear required safety equipment; tampering with the School's equipment or safety equipment; unauthorized possession of dangerous or illegal firearms, weapons or explosives on School property or while on duty.
- Negligence or any careless action which endangers the life or safety of another person, including careless or negligent operation of a School vehicle.
- Possession, use or sale of alcohol or controlled substances (except medications prescribed by a physician that do not impair work performance) during working time or while on School property; being intoxicated or under the influence of alcohol or a controlled substance in any quantity while on School premises.
- Engaging in acts of violence or making threats of violence toward anyone on School premises or when representing the School; fighting or provoking a fight on School property; or negligent damage of property.
- Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; unreasonable refusal to help out on a special assignment.
- Threatening, intimidating, or coercing fellow employees on or off the premises at any time, for any purpose.
- Engaging in an act of sabotage; negligently causing the destruction or damage of School property, or the property of fellow employees, suppliers, or visitors in any manner.
- Theft or unauthorized possession of School property or the property of fellow employees; unauthorized possession or removal of any School property, including documents, from the premises without prior permission from School's management; unauthorized use of School equipment or property for personal reasons; using School equipment for profit.
- Dishonesty; falsification or misrepresentation on your application for employment, other work records, or status of teacher certification; lying about the need for sick or personal leave; falsifying the reason for a leave of absence or other data requested by the School; alteration of School records or other School documents.
- Violating the Policy Prohibiting Harassment, Discrimination, and Retaliation (which includes the Equal Employment Opportunity policy).
- Violating the Confidentiality and Work Product section of this Handbook; giving confidential or proprietary School information

to other organizations or to unauthorized School employees; working for an entity that creates (or creates the perception of) a conflict of interest.

- Immoral conduct or indecency on School property.
- Unsatisfactory or careless work; failure to meet performance standards as explained to you by your manager.
- Unexcused excessive lateness or absences; leaving work before the end of a workday or not being ready to work at the start of a workday without approval of the School Leader; stopping work before time specified for such purposes.
- Sleeping or loitering during working hours or excessive use of School telephone for personal calls.
- Creating or contributing to unsanitary conditions.
- Obscene or abusive language toward any affiliate of the School; indifference or rudeness towards parents, students or fellow employees; any disorderly/antagonistic conduct on the School premises.
- Failure to report immediately injury or harm to a student, or damage to or an accident involving School equipment.
- Alteration or falsification of any timesheets, attendance documents, or other records; failure to accurately record time worked.
- Violation of the New York State Dignity Act.
- Having inappropriate contact with students.
- Any other conduct deemed inappropriate by the School Leader.

These examples are not all-inclusive. We emphasize that decisions will be based on an assessment of all relevant factors.

### Dress Code

You serve as students' role models for successful and serious professionals and should always demonstrate this through your appearance and actions. This helps to create a professional atmosphere and projects a positive image of both you and the School. You are expected to present a neat, professional appearance at all times, regardless of whether you are working on the School's premises or remotely. A neat appearance and personal hygiene are required regardless of whether you are a non-instructional employee or work in a classroom. Guidelines for personal hygiene, grooming and attire are outlined below. If you require a reasonable accommodation with regard to this policy for reasons based on religion or disability, you should contact your manager and the School Leader or their designee in accordance with our accommodation policies. We prohibit any form of discipline, reprisal, intimidation, or retaliation for a good faith request for a reasonable accommodation.

Violations of these guidelines may subject you to disciplinary action, up to and including termination of employment. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work dressed and groomed in an appropriate manner. Except as stated otherwise, this policy applies not only while an individual is on the School's premise but also in any setting related to

the individual's employment and/or engagement with the School including but not limited to working from home, school events and/or travel outside the office.

Nothing in this policy is designed or intended to, nor should it be construed to, interfere with, restrain, prevent, or dissuade you from engaging in legally protected activities, including those protected by the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, raising complaints about working conditions, and/or engaging in other activities for your and your fellow employees' mutual aid or protection. You have the right to engage in or refrain from such activities.

#### **Dress Code**

Your work attire should complement a workplace environment which is professionally operated, efficient, orderly, and pleasant. The School reserves the right to change, extend, revise, revoke or continue this policy at its discretion. Any questions about interpreting our dress code should be directed to the School Leader or their designee.

*Neat and Well-Groomed* - You should appear neat and professional while performing official duties on behalf of the School. You are expected to be suitably attired and well groomed, and to ensure that your clothing is clean, fits properly, and is not wrinkled, ripped, or stained.

*Professional Attire* - You should use common sense and good judgment in determining what to wear to work. Generally, if you are doubtful about some clothing, it is not appropriate. Examples of appropriate work attire include:

- Dress shirts with collars or banded collars
- Neck ties secured around the neck
- Button down shirts
- Blouses
- Polo Shirts
- Pullover or cardigan sweaters
- Vests with shirts
- Slacks, trousers or khakis
- Dresses or skirts of an appropriate length
- Dress shoes and socks or stockings
- Appropriate undergarments

*Prohibited Attire* - Some attire is unacceptable for work. The following are examples, not an exhaustive list, of what is prohibited:

- Jeans, sweatpants, work pants, athletic attire, beachwear, shorts, or skorts
- T-shirts, rugby shirts, shirts without collars, untucked shirts
- Sneakers, work boots, sandals, flip-flops, moccasins, slippers, Crocs, etc.
- Inordinately revealing, tight or suggestive clothing

- Hats, caps, head gear for non-religious purposes, doo-rags, bandanas worn as head coverings, etc.
- Halter tops, tube tops, tank tops, cropped shirts, shirts with spaghetti straps, off-the-shoulder/exposed-shoulder tops, or low-cut tops
- Lycra stretch pants, leggings or spandex pants
- Short dresses or mini skirts
- Any clothing that reveals your stomach, full back, cleavage or chest, or otherwise revealing/suggestive attire

#### **Personal Hygiene**

- Maintain personal cleanliness by bathing daily.
- Oral hygiene (brushing of teeth) required.
- Use deodorant / anti-perspirant to minimize body odors.
- No heavily scented perfumes, colognes, or lotions.
- Neat and well-groomed hair, sideburns, mustaches, and beards. No artificial colors that would be considered "extreme" and outside of the norm.
- Moderate make-up.
- Clean and trimmed fingernails (¼ inch long or less).
- Wash hands after eating or using the restrooms.
- Follow other hygiene-related policies that the School may establish to promote workplace safety (e.g., using personal protective equipment, social distancing).

#### **Personal Grooming**

- Clothing must be clean, pressed, in good condition and fit appropriately.
- Clothing must not interfere with the safe operation of equipment.
- No dark glasses (unless prescribed by a physician).
- Limited jewelry and no dangling jewelry that might create a safety hazard to self or students.
- Body piercing must be limited to three per ear. Other visible body piercing is unacceptable, unless demanded by religion/culture.
- Tattoos that are perceived as offensive, hostile or diminish your effectiveness as a role model for our students must not be visible to students and staff.

#### **Substance Abuse Policy**

The School seeks to maintain a safe workplace and learning environment by eliminating the hazards to health and safety created by alcohol and other drug abuse. Therefore, you are prohibited from the use, manufacture, distribution, sale and/or possession of any illegal drug, controlled substance or alcoholic beverage during work hours (including lunch and break time) in the School, on School property, in a School vehicle, or at a School-sponsored function (unless such function includes the service of alcoholic beverages). You are prohibited from

being under the influence of, selling, offering to sell, trading, purchasing, using or possessing any illegal drug or alcohol while performing School business or job-related duties, while on School property or while operating School equipment or vehicles.

If you engage in the above-prohibited activities in violation of this policy, you are subject to disciplinary action, up to and including termination of employment. Furthermore, if you violate this policy or if you voluntarily seek assistance for substance abuse, you may be required, in connection with or in lieu of disciplinary actions, to participate in and successfully complete a school-approved drug and/or alcohol assistance or rehabilitation program as a condition of continued employment.

The School assures that any information concerning an individual's drug and/or alcohol use will remain confidential.

If you are taking a legal drug which could affect your job safety or performance, you are responsible for notifying your manager without disclosing the identity of the substance and for providing a physician's certificate stating the substance does not adversely affect your ability to safely and efficiently perform your job duties and/or provide any work restrictions. This certificate must be provided to the School Leader before you report to your work area. If the School and your physician have determined that (i) the substance does not adversely affect your ability to safely and efficiently perform your job duties or (ii) that a reasonable accommodation can be made, you may commence work. You may not be permitted to perform your job duties unless such a determination or reasonable accommodation is made.

The School reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of shelves, desks or other suspected areas of concealment, as well as your personal property when the School has reasonable suspicion to believe that you have violated this Substance Abuse Policy.

**Bathroom  
Access**

You shall have access to the restroom and locker room corresponding to your gender identity. If you have a need or desire for increased privacy, regardless of the underlying reason, you will be provided access to a single-stall restroom or private area, when available. However, you shall not be required to use such a restroom or private area.

**Smoke-Free  
Workplace**

You are role models for the students. As such, you are prohibited from smoking any substance, including e-cigarettes, on School grounds and at School-sponsored events.

**Safe  
Workplace**

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

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

- Hitting or shoving an individual.
- Threatening to harm an individual or an individual's family, friends, associates, or property.
- Intentional destruction of, or threatening to destroy, School property.
- Making harassing or threatening phone calls, sending threatening or harassing emails or text messages, direct messages, instant messages or other online chatting
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or use of firearms or weapons in the workplace or while engaged in School business.

We all share the responsibility to identify and bring a stop to threatening or violent behavior. If you are subjected to or threatened with violence or are aware of another individual who has been subjected to or threatened with violence, you should immediately report this threat or act to the School Leader or their designee. You must assume that any threat is serious. All reports will be carefully investigated, and your confidentiality will be maintained to the fullest extent possible, taking into consideration the need to address the substance of the report.

The School expressly forbids the possession of firearms while on the School's property or while engaged in the School's business. The School has "zero tolerance" for possession of any type of weapon, firearm, explosive, or ammunition; such possession will be cause for discipline. In enforcing this policy and to ensure the safety and welfare of everyone on the School's property, the School reserves the right, on reasonable suspicion that the School policy is being violated, to request inspections of you and your desks, lockers, and personal effects. Your entry on the School's premises constitutes consent to searches or inspections. If you refuse to allow inspection, you will be subject to the same disciplinary action as being found in possession of firearms.

If you witness or suspect another individual of violating this policy, you should immediately report this information to the School Leader or their designee.



**Animals in the Workplace**

You may not bring, possess, carry, keep, maintain or exhibit an animal on School premises except for educational or instructional purposes as part of the curriculum and/or educational enrichment program relating to a specific course of study. You must request and receive permission from the School Leader before bringing an animal to school. The request must state the period that the animal is requested to be on School property and explain how the animal's presence in the School, as part of the curricula or in conjunction with a course of study can enrich educational programs, facilitate the learning experience, and otherwise provide valuable educational benefits for students.

At least three (3) days prior to bringing an animal to the School, you must send written notice to parents/guardians of students as directed by the School Leader or his/her designee. The notice shall provide the opportunity to disclose known allergies, immune deficiencies, or other objections so that precautions and accommodations can be taken.

If you bring an animal onto School premises, you assume all risks of loss or harm related to the animal.

This policy is not applicable to animals trained as therapy-assisted pets. Animals trained to assist the blind are excluded from these guidelines.

**Ban on Acceptance of Gifts**

You are not permitted to accept gifts of any kind of a value exceeding fifty dollars (\$50)—including but not limited to money, gift certificates, goods, food, entertainment, or services—directly or indirectly from: 1) individuals, schools, or companies serving as vendors or potential vendors for the School; 2) elected officials or their representatives; 3) candidates for public office or their representatives; 4) students or parents; or 5) political party officials or their representatives. Exceptions may be made by the School Leader, including instances where such gifts are intended for and will be used by the School. If you are offered such gifts in excess of fifty dollars, even if you refuse, you must communicate this immediately to the School Leader.

**Relationships With Students**

You are strictly prohibited from engaging in personal relationships with students which are outside the scope of a professional adult/student relationship or which may give the appearance of being outside the scope of a professional adult/student relationship. This prohibition applies both on and off School grounds. Accordingly, you should refrain from contacting students via text or email for any personal and/or non-academic purposes.

If you violate this policy, you may be subject to disciplinary action, up to and including immediate termination; you may also be subject to being reported to law enforcement authorities if the conduct is believed to constitute a crime under state law. If disciplinary action is taken against you, a report will be made to law enforcement and/or a child abuse report will be made for violation of this policy. In addition, the parents of the student involved will be notified of the situation and the actions taken by the School.

**Children in the Workplace**

This policy is established to avoid disruptions in your and your co-workers' job duties, reduce personal and property liability, and help maintain the School's professional learning environment.

**Family  
Management  
Policy**

You are not permitted to have your children present with you in the workplace prior to the dismissal of the School's students. Your manager may grant an exception for temporary, unforeseen circumstances, but no parent or relative may have a child in the workplace without their manager's permission.

You must contact your manager as soon as possible to obtain permission to have a child accompany you while working. Factors that your manager will consider are how long the child needs to be in the workplace, the work environment in your area, and possible disruption to your and your co-workers' work.

A child you bring into the workplace is your responsibility and must be under your direct supervision at all times. The School accepts no liability for injuries to children who are at the workplace in violation of this policy.

When working remotely, work hours may not be used as an opportunity to perform household duties, care for children or other dependents or to attend to other personal business.

Given the potentially sensitive nature of familial management, the School has developed a policy related to employees managing family members of others on staff (e.g., spouses, siblings, parents, domestic partners, etc.). The School is committed to ensuring all employees have the resources and support needed to effectively support our students. The following outlines processes and policies to ensure that all employees are afforded the tools required for success in their roles:

**Management**

- Employees cannot be directly managed by members of their own family
- Employees may be in a position where they are coached and supported by family members

**Evaluation Structure**

- Evaluations for all employees must be completed by someone other than a family member
- All employees, but especially those that fall under the family management category, must have a rigorous, objective, formal evaluation once annually. All evaluations must be reviewed by the School Leader and/or the Board of Trustees

**Promotion**

- Only non-family members can recommend an employee for promotion; the decision must be ultimately made by the School Leader or Board of Trustees
- The School Leader and the Board of Trustees must discuss communication and transparency, while creating a plan to communicate to staff any promotion of employees in the family management category
- In cases of promotion, the School Leader and the Board of

Trustees must perform the evaluation with significant input from the person's manager

#### **Salary**

- All salary recommendations for employees in the family management category must come from the School Leader, their designee or the Board of Trustees, who may or may not choose to solicit input from the employee's immediate supervisor

#### **Confidentiality**

At the outset of each year, the School Leader or their designee must discuss areas of school leadership that should remain confidential. These topics could include, but are not limited to:

- Salaries
- Performance of employees
- Personal information about employees

#### **Family Educational Rights and Privacy Act (FERPA)**

FERPA affords parents and students over 18 years of age certain rights with respect to the student's education records. Questions about this act may be addressed to the School Leader.

#### **Suspected Child Abuse and Maltreatment**

In order for the School's students to receive the full benefits of public education and to engage in all school activities for which they are qualified, they must be free from physical and emotional danger, abuse, maltreatment and neglect from their parent, guardian, or custodian. The School recognizes that because of your sustained contact with school-aged children, you are in an excellent position to identify abused or maltreated children and refer them for treatment and protection.

Pursuant to applicable law, if you have reasonable cause to know or suspect that a child has been subjected to abuse or maltreatment, you have the legal right and responsibility to report this to the School Leader or their designee, who will report the case to the New York State Child Abuse and Maltreatment Register, as required by law. In accordance with the law, if you fail to report an instance of suspected child abuse or maltreatment, you may be guilty of a Class A misdemeanor and may be held liable for the damages caused by the failure to report.

The purpose of mandatory reporting is to identify suspected abused and maltreated children as soon as possible, so that such children determined to be abused or maltreated can be protected from further harm and, where appropriate, can be offered services to assist them and their family. The law grants you and other persons who report instances of child abuse immunity in good faith from any liability that might otherwise be incurred.

Therefore, School officials are authorized to take whatever action is necessary to report and protect children while in their custody whenever abuse or neglect is suspected. If you have cause to suspect that the death of any child is a result of child abuse or maltreatment, you must report that fact to the appropriate medical examiner or coroner.

You should not contact the child's family or any other person to determine the cause of the suspected abuse or maltreatment. It is not your responsibility to prove that the child has been abused or maltreated. The School will cooperate to the extent possible with authorized child protective services workers in investigations of alleged child abuse.

## SOCIAL NETWORKING AND ONLINE ACTIVITY POLICY

The School recognizes the value of your using online social media such as personal blogs, Facebook or Twitter to share your experiences with friends and families, collaborate with teachers, and participate in discussions about educational challenges and successes. While there are many advantages to social media and other online activity, you need to be aware of the implications of using these outlets so that you can make informed decisions about how you share your experiences. Improper usage of social media can put our students at risk and undermine the School's collective credibility. The School is providing these guidelines on how to avoid these risks so that you can leverage the power of these technologies, while also keeping the interests of our scholars first.

### General Guidance

The School has a deep respect and commitment to the community we serve. As such, when posting online, the School asks you to keep the core values in mind and act in the same professional manner expected of you in your job. Consider how your words might be perceived by people in the community we serve, by your colleagues and by the broader education community. Colleagues, administrators, parents, and others may take offense at information they feel is unflattering, unfair, or, in the worst case, untrue.

Considering these obligations, you should be mindful that any online post should be presumed public, permanent, and beyond your control. Presume that anyone may have access to and use of your online statements for an indefinite amount of time. Once you've created or posted something on the Internet, it can be copied and/or forwarded, and (under extreme circumstances) you could be subpoenaed. Assume that in posting material, you will likely have no control over its ultimate use or dissemination.

The School expects and encourages you to provide constructive criticism about the School, which the School believes can lead to better results for our students. However, you can best help strengthen the School by providing honest, direct feedback and suggestions for improvement by directly speaking with our School Leader, rather than posting such feedback and suggestions publicly.

You should always respect the privacy, opinions, and interests of colleagues and others online. While a rude response may appear witty in the moment, it may be damaging to the School and to you in the long run. Thus, the School advises you to avoid such circumstances. If you realize that you have made a mistake in an online post, apologize and/or correct the mistake.

The School reserves the right to take disciplinary action, up to and including termination of employment, against you if you engage in any online activity that violates the law, defames the School, its employees or scholars, or otherwise violates the School's anti-discrimination or anti-harassment policies.

**Cameras, Photographs, and Electronic Recording**

You may not use a camera, camera on a cell phone, or camera on any other personal device to take photographs or record video of students, co-workers, or any other aspect of the School unless you are specifically required to do so.

In addition, you may not electronically record by audio, video, or other means, any School conversations or School meetings unless each and every person present has been notified and consents to being electronically recorded. If you wish to record a meeting, you must also obtain consent from anyone arriving late to such meeting. You may not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to being electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board of Trustee meetings, grievance hearings, or any other Board-sanctioned meeting recorded in accordance with Board policy.

If you engage in the above-prohibited activities in violation of this policy, you may be subject to disciplinary action, up to and including termination of employment.

**E-Communication With Students**

If you have a profile or page on a site such as Facebook, Instagram, Snapchat, Twitter, TikTok or LinkedIn, you should not make that known to students or communicate with students via the Internet or social networking media. If a student attempts to contact you via the Internet or other social networking media, you should inform the School Leader or their designee immediately. Under no circumstances should you accept a "friend" request from a student on social media sites and accounts.

**Online Posting Policy**

The School expects you to practice high standards of professionalism and personal ethics when using social networking (e.g. Facebook, Instagram, Snapchat, Twitter, TikTok and LinkedIn) or other publicly available (e.g. non-password-protected, web-based photo album, personal blog, etc.) websites. You are prohibited from posting a photograph of a student or using a student's name on any social-networking or other publicly available website (as well as offline) without first obtaining the written permission of the School and a parent or guardian of the student. You are also prohibited from posting or disclosure of personally identifiable student information or confidential information via social media sites or other publicly available website. The School strongly recommends that you not post comments on any social networking or publicly available website about the School, its students, or students' families that might interfere with the orderly and efficient running of the School and/or the privacy of the School and School employees, students, or students' family members. The School reserves the right to fully investigate any report of an inappropriate online posting.

In addition, you must obey the law and the rules of the website or social network site in which you participate.

**Computer, Email, And Internet Usage**

All School-provided technology resources, including computers, cell phones, fax machines, copiers, email, and internet access are intended solely for school-related purposes and to support the educational mission of the School. The School expects that you will use technology resources in a manner consistent with this purpose.

You shall not use the School's technology resources to transmit, retrieve, reproduce, or store any communications that are defamatory, discriminatory, threatening, harassing, obscene or offensive or otherwise violate the School's policies or procedures.

As a user of the School's technology resources, you should have no expectation of privacy or confidentiality associated with the information stored on or transmitted through these systems. The School reserves the right to monitor or review any information stored on or transmitted through the School's technology resources, including any School networks and servers.

All communications including text and images may be disclosed by the School to law enforcement or other third parties without prior consent of the sender or the receiver to the extent allowed by law. Network administrators may review communications to maintain integrity system-wide and ensure that users are using the system responsibly and in conformity with this Policy.

You may not transmit via the Internet any copyrighted materials belonging to entities other than the School. You are not permitted to copy, transfer, rename, add, or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the School and/or legal action by the copyright owner.

**Student Use of Social Media**

Access to the School's Internet service is a privilege, not a right. The School reserves the right to deny, revoke or suspend specific user privileges and/or to take other disciplinary action, up to and including dismissal, for violations of this policy. The School will advise appropriate law enforcement agencies of illegal activities conducted through the School's Internet service. The School also will cooperate fully with local, state, and/or federal officials in any investigation related to any illegal activities conducted through the service.

While the primary purpose of this guidance is to inform you of the implications of your own online activities, you may also become aware of inappropriate student usage of social media. It is illegal for students to share any inappropriate pictures of themselves or of another student online. Any incidents brought to your attention must be reported to the School and authorities immediately.

## SEPARATION

**Phasing-Out and Elimination of Positions**

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

**Resignations**

**Employee Resignation (All Staff/Administrators)**

If an employee elects to resign from their position, for any reason, the employee must provide the School with written notice of their intent to resign, at minimum, two (2) weeks prior to the effective date of their intended resignation.

In addition to providing written notice at minimum two (2) weeks prior to the effective date of the resignation, the Employee must also strictly adhere to the following transitional steps:

1. Surrender all keys used to gain access to the School and any locked rooms therein.
2. Surrender all computer equipment, including but not limited to laptops/tablets.
3. Disclose all password used in connection with employment at the School.
4. Ensure the proper transition of any projects by informing the School of the contact information of anyone involved in the project, current status of the project and any next steps necessary to complete the project.
5. Follow all necessary steps to ensure an effective transition of work-related responsibilities.

Failure to strictly abide by the notice requirement and/or failure to follow the steps noted above to facilitate an effective transition of the Employee's duties will result in the automatic forfeiture of any accrued paid time off and forfeiture of any other additional benefits deemed appropriate by the School.

Should you resign prior to the first day of orientation (e.g. "pre-service")

for the upcoming academic year, you are not entitled to be compensated for any portion of the upcoming academic year. To the extent permissible by law, you will be expected to return to the School any unearned payments, income, or other compensation paid to you for the upcoming academic year.

For other vacations throughout the year (e.g., winter or spring breaks), should you resign and fail to return to School at the conclusion of such break, you are not entitled to compensation for such break and, to the extent permissible by law, will be expected to return to the School any payments received for that period.

**Exit Interviews**

If you separate from the School, you may be asked to participate in an exit survey and/or interview. The exit survey and interview are used to collect feedback about your employment with the School and any other information that you think the School should know. This feedback will help the School maintain successful policies and practices and focus on areas that need improvement.

**Return of School Materials**

If you are terminated or if you resign, you must return all School keys, identification, security cards and codes, computers, cell phones, parking permits, and School-owned materials and supplies (including intangible "items" such as passwords, codes, or log-in information to software, safes, etc.) in your possession to the School Leader or their designee. No information or copies of information, including but in no way limited to files, memos, computer-stored items, lists, contact information, or other similar information, may be taken by you without the express written permission of the School Leader or their designee.

**Continuance of Health Insurance Under COBRA**

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and New York State law, if you terminate employment with the School, you are entitled to continue participating in the School's group health plan for a prescribed period of time, usually 18 months. In certain circumstances, such as your divorce or death, the length of coverage period may be longer for qualified dependents. To the extent permissible by law, COBRA coverage will not be extended to you if you were terminated for gross misconduct.

For detailed information or questions on COBRA, please contact Little Bird HR (hrsupport@littlebird.hr or 888-281-8956).

**Unemployment Compensation**

Contact your local or state unemployment office to determine eligibility for unemployment benefits.



## SCHOOL PROPERTY AND COMMUNICATIONS

### Confidentiality and Work Product

The School has and will develop, compile and own certain confidential information which has great value to the School (referred to collectively as "Confidential Information"). The School may disclose Confidential Information to you in the course of your work (or application to work) for the School. Confidential Information includes not only information disclosed by the School, but also information developed or learned by you during the course of your work with the School. Confidential Information is to be broadly defined, and includes all proprietary information which has or could have commercial value or other utility due to its confidentiality in the work in which the School is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of the School, whether or not such information is identified as Confidential Information by the School. Confidential Information includes, but is not limited to, all information concerning curricula, student information, grading systems, disciplinary procedures, educational processes, lesson plans, innovations, inventions, specifications, data know-how, formats, marketing plans, strategies, forecasts, unpublished financial statements, budgets, projections, and student, employee, and family identities.

Unless necessary in the course of your work for the School, you should not disclose Confidential Information to anyone.

### Media and Public Relations

The School strives to build a solid public reputation; thus, it needs to speak to external constituents with a consistent voice. To ensure the quality and consistency of information disseminated to media sources, all media contacts are to be handled by the School Leader, regardless of who the media representative is, whom they represent, or how innocuous the request. All press releases or other promotional materials are to be approved by the School Leader prior to dissemination. In the event the School Leader is unavailable, such media contacts and materials are to be approved by the Board of Trustees. In addition, the School holds the right to record, videotape and photograph images of faculty and use such media for academic and promotional purposes. Please consult the media and photo release policy for further detail.

### Personnel Inquiries

No one in the School other than the School Leader or their designee is authorized to respond either verbally or in writing to personnel inquiries of any type about any employee of the School.

**Care of Equipment** The School believes in providing you with the tools that are needed to succeed. This means that the School will try to equip you with access to a computer, a desk, and/or other materials the School deems necessary for you in your role. All materials and equipment provided to you by the School are intended for school-related use only and are the property of the School.

Except for items clearly intended for you to use off-premises, all the School's equipment, materials, and supplies should never leave the School's premises for your use without the permission of the School Leader or their designee.

It is understood that accidents happen, but you are encouraged to take the best possible care of all the School's property. If equipment or materials are damaged or malfunction, notify the School Leader or their designee immediately so that the School can address the problem quickly. You may be asked to reimburse the School for School equipment that you damage or lose. All items and services purchased through the School remain the property of the School.

You may be asked to sign a document acknowledging the receipt and condition of equipment intended for use off-premises when you first take possession of a piece of equipment and when you return it. The School may request that you return equipment or submit equipment for inspection.

**Use of Electronic Resources** The School's Electronic Resources are to be used by you for business purposes. Electronic Resources must be used in a manner that does not violate FERPA. Personal use of the School's Electronic Resources during non-working time, in a manner that does not violate this policy or any other policy, is permitted.

**Misuse of Software**

Without prior written authorization from the School, you may not do any of the following: (1) copy School, Little Bird, or third-party software for use on your home computers; (2) provide copies of software to any independent contractor or other third party; (3) modify, revise, transform, recast, or adapt any software; (4) reverse-engineer, disassemble, or decompile any software; (5) download from the Internet or otherwise install software on your School workstation, desktop or laptop computer, School-provided cell phone, or other School-provided device. All software must be loaded by the School and must be for business purposes only. If you become aware of any misuse of software or violation of copyright law, you should immediately report the incident to your manager.

**Communication of Trade Secrets**

Sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of the School, its students and/or of Little Bird, its clients or vendors, is strictly prohibited. Unauthorized dissemination of this information may result in disciplinary action, up to and including termination of employment, in addition to substantial civil liability and severe criminal penalties under the Economic Espionage Act of 1996.

Information  
Security

**Passwords**

You are responsible for safeguarding your passwords for access to any Electronic Resources. Individual passwords should not be printed, stored online, or given to others. You are responsible for all transactions made using your passwords. You are not permitted to access any Electronic Resources with another employee's password or account. The use of passwords to gain access to Electronic Resources or to encode particular files or messages does not imply that you have an expectation of privacy in the material that you create, transmit, or receive on these Electronic Resources. The network provider has access to all material stored on its Electronic Resources regardless of whether that material has been encoded with a particular user's password.

**Accessing Other Computers & Networks**

Your ability to connect to other computer systems through the network, VPN, or otherwise does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the administrators of those systems.

**Security**

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

**Portable Storage Devices**

Portable storage devices (i.e., flash drives, zip drives, iPods or other storage devices) can be used for School purposes only and under the following conditions: You must comply with all policies, including the Confidentiality & Work Product policy and Remote Work Policy. Documents stored on a portable storage device should be copies of documents that exist in other locations on the School's network. Nothing should exist solely on a portable storage device. Social security numbers, confidential personnel information, health records (or any information that would violate HIPAA), student records, trade secrets, or other Confidential Information relating to either the School or Little Bird must never be transported or saved on a portable storage device. Vendors and visitors may not use a flash drive or other portable storage device on any School or Little Bird network computer. If you lose a portable storage device containing School or Little Bird information, please notify your manager immediately.

**Viruses**

Viruses can cause substantial damage to computer systems. To ensure security and avoid the spread of viruses, if you are accessing the Internet through a computer attached to the School or Little Bird network, you must do so through an approved Internet firewall. You are also responsible for taking reasonable precautions to ensure that you do not introduce viruses to the network. To that end, all material received on flash drives, downloaded from the Internet, or downloaded from computers or networks that do not belong to the School or Little

Bird HR must be scanned for viruses and other destructive programs before being placed onto any computer system.

**Encryption Software**

You may not install or use encryption software on any computers provided by the School without first obtaining written permission from the School. You may not use passwords or encryption keys that are unknown to the School. The federal government has imposed restrictions on export of programs or files containing encryption technology (e.g., e-mail programs that permit encryption of messages and electronic commerce software that encodes transactions). Software containing encryption technology is not to be placed on the Internet or transmitted in any way outside of the United States without prior written authorization from the School.

**Solicitation**

The School has established rules applicable to all employees to govern solicitation and distribution of written material during working time, on the premises and in work areas. You are expected to comply with these rules.

1. You shall not solicit or promote support for any cause or organization during your working time or during the working time of the employee(s) at whom the solicitation is directed; and
2. You shall not distribute or circulate any written or printed material in work areas at any time during your working time or during the working time of the employee(s) at whom the distribution is directed.

As used in this policy, "working time" includes all time for which you are paid and/or are scheduled to be performing services for the School, whether or not on the School's premises. This excludes meal breaks, rest periods or other times during a shift when you are not engaged in performing services for the School.

In addition, the School's electronic resources (including computer systems, software, e-mail, phone systems, voicemail, and cell phones) shall not be used for personal gain or advancement of individual views. Utilization of e-mail or other School-provided electronic resources for purposes of non-business solicitation or for personal gain or the promotion of events and causes is likewise prohibited.

**Copyrights**

Copyrights, payments and/or royalties that occur as a result of any of your projects for the School will remain the property of the School. The Board of Trustees may assign copyrights, royalties, or other payments to the author, authors, or project participants.

## **POLICY PROHIBITING HARASSMENT, DISCRIMINATION & RETALIATION**

### **Equal Employment Opportunity**

The School is strongly committed to providing equal employment opportunities for all employees and all applicants for employment. The School does not discriminate against any person on the basis of that person’s race, color, religion, creed, sex, sexual orientation/affectational preference, gender (including gender nonconformity, status as a transgender or transsexual individual, and gender identity or expression), sexual and reproductive health decisions, ethnicity, national origin, ancestry, citizenship, age, physical or mental disability, handicap, genetic information, predisposing genetic characteristics, marital status, familial status, partnership status, caregiver status, pregnancy status, uniformed service, military and veteran status, employment status, or any other characteristic protected by law, rule or regulation. All employment-related decisions are conducted on a non-discriminatory basis and in full compliance with federal, state, and local laws prohibiting discrimination in employment. This policy applies to all aspects of employment, including but not limited to recruiting, hiring, compensation, training and development, benefits, promotion, demotion, discipline and termination. Violations of this policy are strictly prohibited, and you are expected to comply with this policy.

### **Prohibition Against Harassment, Discrimination & Retaliation**

The School strictly prohibits and does not tolerate discrimination against employees, applicants, student teachers, or any other covered persons because of race, color, religion, creed, sex, sexual orientation/affectational preference, gender (including gender nonconformity, status as a transgender or transsexual individual, and gender identity or expression), sexual and reproductive health decisions, ethnicity, national origin, ancestry, citizenship, age, physical or mental disability, handicap, genetic information, predisposing genetic characteristics, marital status, familial status, partnership status, caregiver status, pregnancy status, uniformed service, military and veteran status, and any other characteristic protected by applicable local, federal, or New York State law (collectively, “Protected Characteristics”).

### **Sexual Harassment and Protected Characteristics Harassment**

The School is committed to maintaining an environment that is built on mutual respect and is free from discrimination and harassment. In keeping with this goal, the School will not tolerate sexual harassment or harassment of any kind of its employees by anyone, including, but not limited to any manager, co-worker, volunteer, vendor, visitor, parent, or student. Likewise, the School strictly prohibits any employee from engaging in sexual harassment or harassment of any kind against an applicant for employment, student teacher, independent contractor, subcontractor, vendor, consultant, student, parent, or any other individual conducting business with or engaging with the School (collectively referred to as “third parties”). This policy applies regardless of an individual’s immigration status. Additionally, this policy applies not only while an individual is on School premises, but also in any setting related to the individual’s employment and/or engagement with the School (including events and/or travel outside

**Sexual  
Harassment**

the office or via communications on personal devices).

To achieve our goal of providing an environment free from sexual and Protected Characteristics harassment, we have included in this policy definitions and examples of conduct that will not be tolerated and have provided a procedure by which individuals who believe they have encountered harassment can formally complain.

The School specifically prohibits workplace sexual harassment, which it considers a form of employee misconduct. Workplace or work-related sexual harassment, whether occurring on or off the School's premises, constitutes discrimination and is illegal under federal, state, and local laws and will not be tolerated by the School. The prohibition against sexual harassment applies equally to male and female employees, and includes harassment where the harasser and the victim are the same sex or the opposite sex such as men toward men, women toward women, men toward women, and women toward men. It also includes harassment on the basis of sexual orientation, self-identified or perceived sex, gender expression, gender identity and transgender status.

For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example:

- (i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or a third party's engagement;
- (ii) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment or engagement (such as favorable reviews, salary increases, promotions, increased benefits or continued employment); 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 environment, even if the complaining individual is not the intended target of the sexual harassment.

Although it is not possible to list all examples of conduct that constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances:

- Unwelcome sexual advances—whether they involve physical touching or not
- Requests for sexual favors in exchange for actual or promised job benefits, such as a favorable review, salary increase, promotion, etc.
- Touching in a way that may make an individual feel uncomfortable, such as kissing, hugging, patting, pinching or intentional brushing against another's body
- Making obscene gestures
- Displaying sexually suggestive objects, pictures, posters, cartoons, screensavers, calendars, etc.

- Sending email or voicemail messages containing sexual content or references
- Use of sexual epithets, jokes, vulgar or offensive conversations, teasing, or gossip regarding one's own (or another's) sex life, deficiencies, or prowess
- Commenting about a person's physical appearance in a suggestive manner
- Inquiries into one's sexual experiences or discussion of one's sexual activities
- Sex stereotyping, i.e., actions indicating that a person's conduct or personality traits are inappropriate because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look
- Other conduct directed toward a person because of their gender or sexual orientation
- Other verbal or physical conduct of a sexual nature
- In compliance with NYS local law all service providers of the School are required to undergo annual interactive and anti-sexual training provided by the School. The School requires service providers to sign an acknowledgement form once training is complete and will maintain acknowledgement form records for no less than 3 years.

**Protected Characteristics Harassment**

Harassment on the basis of any Protected Characteristics is also strictly prohibited. Under this policy, whether occurring on or off the School's premises, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her Protected Characteristics, and that:

- (i) Has the purpose or effect of creating an intimidating, hostile or offensive environment;
- (ii) Has the purpose or effect of unreasonably interfering with an individual's performance; or
- (iii) Otherwise adversely affects an individual's economic opportunities. Although it is not possible to list all examples of conduct that constitute protected class harassment, the following are some examples of conduct which, if unwelcome, may constitute harassment depending upon the totality of the circumstances:
  - Use of derogatory words, phrases, epithets, jokes, slurs or negative stereotyping
  - Committing threatening, intimidating or hostile acts towards an individual or group based on a protected class trait
  - Sending e-mail or voicemail messages containing derogatory statements regarding a particular ethnic group, race, religion or other legally protected status
  - Demonstrations of a racial or ethnic nature such as use of gestures, pictures or drawings which would offend a particular protected individual or group

- Comments about an individual's skin color or other racial/ethnic characteristics
- Making disparaging remarks about an individual's gender that are not sexual in nature
- Negative comments about an individual's religious beliefs (or lack of religious beliefs)
- Expressing negative stereotypes regarding an individual's birthplace or ancestry
- Negative comments regarding an individual's age
- Derogatory or intimidating references to an individual's mental or physical impairment

While this policy sets forth our goals of promoting a workplace that is free of unlawful harassment, it does not limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

**Retaliation is Prohibited**

Fear of retaliation could discourage an individual from coming forward to make or support a harassment or discrimination claim. For this reason (among others), retaliation is prohibited by federal, state, and local law. New York State law protects any individual who has engaged in "protected activity" (made a complaint of harassment, either internally or with any anti-discrimination agency; participated in an investigation of a harassment complaint; testified or assisted in a proceeding involving harassment under applicable law; opposed unlawful harassment by making a verbal or informal complaint to management, or by simply informing a manager of harassment; reported that another employee has been harassed; or encouraged a fellow employee to report harassment). Even if the alleged harassment ultimately is not found to rise to the level of a violation of law, the complainant is protected from retaliation if they had a good-faith belief that the practices were unlawful. However, this retaliation provision is not intended to protect persons making intentionally false complaints of harassment or discrimination.

It is a serious violation of this policy to retaliate against any employee or third party for reporting discrimination or harassment or for participating in an investigation of a claim of discrimination or harassment. Violators will be subject to disciplinary action, up to and including termination of employment.

**Complaint Procedure**

The School requires the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals (including any third parties) who believe that they have experienced or witnessed conduct that is contrary to the School's policy must report such issues to their manager, the School Leader, and/or the School Leader's designee. If the School Leader or their designee is involved in the reported conduct, or for some reason the individual feels uncomfortable making a report to the School Leader or their designee, the individual should make a report directly to the School's Board of Trustees. Complaints may be made using the Harassment Complaint Form enclosed with this policy. Complaints



may also be made verbally or in writing (including via email). The School will protect the confidentiality of discrimination, harassment, and/or retaliation complaints to the extent possible.

Gossip, hearsay, rumors and similar sources are difficult, if not impossible, to investigate. The more specific and detailed a complaint is, the better able the School is to investigate it and take corrective action.

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of harassment. The School requires the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The School will make every effort to stop alleged harassment but can do so only with your cooperation.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that their behavior is unwelcome and requesting that it stop. The School encourages but does not require individuals who believe they are being harassed to promptly notify the offender that their behavior is unwelcome.

#### Investigation

Any reported allegations of discrimination, harassment or retaliation will be investigated promptly, thoroughly, and impartially. The investigation may involve a review of the allegations, as well as the collection of relevant records and the implementation of interim measures, as necessary. It may also include interviews with the parties involved in the complaint, coworkers, former employees, and other witnesses who may have knowledge of the situation.

You are required to cooperate in any investigation conducted by the School concerning complaints or allegations related to this policy. Refusal to cooperate may result in disciplinary action.

Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with an adequate investigation and appropriate corrective action.

When the School has completed its investigation, to the extent appropriate, it will inform the person(s) filing the complaint and the person(s) alleged to have committed the conduct of the results of the investigation.

#### Corrective Action

Any conduct that violates this policy – including engaging in harassment and, with respect to managers, failing to report and/or allowing any such conduct to continue – will subject the individual engaging in such misconduct to corrective action. Corrective action may include, for example, mandatory training, referral to counseling, monitoring of the offender and/or disciplinary action such as a warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination of employment, as the School believes appropriate under the circumstances. Sexual and/or other unlawful harassment is considered a form of employee misconduct. Sanctions

will be enforced against individuals engaging in sexual and/or other unlawful harassment, as well as any supervisory and managerial personnel who knowingly allow such behavior to continue.

### Legal Protections

Sexual harassment and other unlawful harassment are prohibited not only by the School but also by federal, state and, where applicable, local law. Sexual harassment is unlawful under New York law when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful under New York law, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Aside from the internal process at the School (as set forth above), you may also choose to pursue legal remedies under the following laws, with the governmental entities described below.

New York State Human Rights Law (the "NYSHRL"): The NYSHRL applies to all employers in New York State with regard to sexual and other unlawful harassment and protects employees, paid or unpaid interns and third parties, regardless of immigration status. A complaint alleging violation of the NYSHRL may be filed either with the Division of Human Rights (the "DHR") or in New York State Supreme Court. Complaints with the DHR may be filed any time within one year of the harassment (three years beginning Aug. 12, 2020 for sexual harassment claims). If an individual did not file at the DHR, they can sue directly in state court under the NYSHRL within three years of the alleged harassment.

The DHR will investigate your complaint. If it is ultimately found that harassment has occurred, remedies may include monetary damages, attorneys' fees, civil fines or ordering the employer to take action to stop the harassment.

The DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. For more information, visit [www.dhr.ny.gov](http://www.dhr.ny.gov).

Civil Rights Act of 1964: The Equal Employment Opportunity Commission (the "EEOC") enforces federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964. An individual can file a complaint with the EEOC anytime within 300 days from the harassment. A complaint must be filed with the EEOC before filing in federal court. Federal courts may award remedies if discrimination is found to have occurred.

Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov). If an individual has filed a complaint with the DHR, the DHR will cross-file the complaint with the EEOC to preserve the right to proceed in federal court.

New York City Human Rights Law: Employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40

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

Local Law Enforcement: If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

**HARASSMENT COMPLAINT FORM**

If you believe that you have been subjected to (or have witnessed) sexual harassment or other unlawful harassment, you are encouraged to complete this form and submit it to the Board Chair at Ivy Hill Prep Charter School. This should be addressed to the Board Chair of Trustees and mailed to 475 East 57<sup>th</sup> Street, Brooklyn, NY 11023

Once you submit this form, Ivy Hill Prep will investigate any claims pursuant to its **Policy Prohibiting Harassment, Discrimination and Retaliation**. If you are more comfortable reporting verbally or in another manner, Ivy Hill Prep will also investigate any claims pursuant to the policy above. You will not be retaliated against for filing a complaint.

For additional resources, visit: [ny.gov/programs/combating-sexual-harassment-workplace](https://ny.gov/programs/combating-sexual-harassment-workplace)

**COMPLAINANT / YOUR INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In Person

**MANAGER INFORMATION**

Immediate Manager's Name:

Title:

Work Phone:

Work Address:

**COMPLAINT INFORMATION AND DETAILS**

1. Your complaint of sexual and/or other harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Manager Subordinate Co-Worker Other

Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

Date(s) sexual harassment and/or other unlawful harassment occurred:

Is the sexual harassment and/or other unlawful harassment continuing?

Yes  No

2. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

*The last question is optional but may help our investigation.*

3. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

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

## ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND E-SIGNATURE ACKNOWLEDGEMENT AND AUTHORIZATION

I have received a copy of the School’s Employee Handbook, including Exhibit A: Time Off Benefits, Leaves of Absence & Accommodation Policies and Exhibit B: Purchases, Travel & Reimbursements (collectively, the “Handbook”).

I acknowledge my obligation to read and understand its contents.

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

I understand that the information contained in the Handbook represents guidelines only and that the School may change, rescind or add to any policies, benefits or practices described in this Handbook at any time at its sole and absolute discretion with or without prior notice.

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

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

Furthermore, I specifically acknowledge that I have thoroughly read the School’s Policy Prohibiting Harassment, Discrimination and Retaliation. I agree to abide by the Policy’s requirements.

I also acknowledge that if there is any provision of these policies, or any other School policy, that I do not understand, I will seek clarification from the School Leader.

I acknowledge that I have reviewed the E-Signature Policy in the Employee Handbook and recognize that during the course of my employment, I may be asked to sign certain employment-related agreements and documents by Electronic Signature. “Electronic Signature” includes, but is not limited to, the use of a key pad, mouse or other device to select an item, button, icon or similar act/action.

By clicking below, I consent to and agree that my signing of a document or agreement via Electronic Signature constitutes my signature and has the same effect as if I actually signed in writing. Furthermore, I hereby waive any right to claim that the Electronic Signature does not constitute my valid and/or binding signature. To the extent I have signed any agreement or document via Electronic Signature prior to executing this E-SIGNATURE ACKNOWLEDGMENT AND AUTHORIZATION, I hereby confirm that such Electronic Signature is governed by the E-Signature Policy in the Employee Handbook and constitutes my valid and binding signature and agreement to the terms of such document or agreement.

By clicking below, I further understand and agree that my Electronic Signature executed in conjunction with this ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK and E-SIGNATURE ACKNOWLEDGEMENT AND AUTHORIZATION is legally binding and such transaction will be considered authorized by me.

[Employee Name]

[Employee E-Signature]

[Date]

[Work Location]

# Ivy Hill Prep



## EXHIBIT A

## TIME OFF BENEFITS, LEAVES OF ABSENCE & ACCOMMODATION POLICIES

**Effective September 28, 2020**

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## COVID-19 NOTICE

To help employees affected by COVID-19, the federal government and New York State provide additional sick time and other leave rights to eligible employees. Some of these COVID-19 related sick time and leave benefits are in addition to the School's existing time off policies set forth below. If you or your family members are currently impacted by COVID-19 and you have any questions about time off from work, please contact the School Leader and/or Little Bird HR (hrsupport@littlebird.hr; 888-281-8956).

## HOLIDAYS

The following are paid School holidays for all full-time exempt employees. Hourly and part time employees are not eligible for holiday pay.

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day (July 3, 2020)
- Labor Day
- Columbus Day
- Thanksgiving Day, ½ day prior, and day after
- Christmas Eve Day
- Christmas Day

## PAID TIME OFF (PTO) PROCEDURES: FULL-TIME EMPLOYEES

In addition to School holidays and breaks, eligible employees will receive PTO each year to be used for any combination of sick or personal time off. Managers have the authority to approve or deny any leave request presented to them. The number of annual PTO days and breaks for which each full-time employee is eligible is stated below (for purposes of PTO, the annual calendar shall start July 1 and end June 30. On these days, full-time hourly employees will be compensated for a maximum of 8 hours.

<b>Full-Time Employees</b>	<b>Annual PTO</b>
Instructional Employees	7 PTO days
Non-Instructional Employees	10 PTO days

For purposes of employee leaves and PTO benefits, instructional employees are defined as employees who are scheduled to work during the School year, i.e. August – June. Non-instructional employees are defined as employees who are scheduled to work all 12 months.

Paid time off is granted in a lump sum on July 1<sup>st</sup> of each year. PTO will be prorated for employees hired to work after July 1st.

## **PAID TIME OFF (PTO) PROCEDURES: PART-TIME EMPLOYEES**

Part-time employees are not eligible to earn paid time off. Part-time employees will receive pay for the days listed in the Holidays section only if such holidays occur on a day when the part-employee was scheduled to work, and the sick days discussed in the NYC Earned Safe and Sick Time section.

Part-time employees must work the day before and the day after a holiday to be paid for the holiday or school closure day (e.g., the day before Winter Break and the day after Winter Break) unless the employee receives prior written approval from their manager.

Part-time employees understand that if they request time off and such request is granted, their time taken away from work will be unpaid.

## **PROCEDURES TO REQUEST PTO**

**Future Time Off:** Submit PTO requests to your manager or the School Leader at least two (2) weeks in advance of the requested time off to allow for adequate time to plan for your absence. Requests must be approved by your manager or the School Leader prior to the time off being taken. Non-instructional employees are expected to schedule vacation time during School breaks or the summer when the School schedule is flexible as defined by the administrative calendar. Eligible employees may not take more than 2 consecutive days of PTO.

Your manager will approve/deny the PTO request, most often electronically. If necessary, your manager will meet with you to discuss the approval or denial of the PTO request.

**Time Taken in Past:** In the event that you are ill and need to take a day off before getting the day approved, as soon as you return to work, input the absence in the School's human resources software, the [Little Bird Nest](#).

If you cannot come to work due to an unexpected illness, inform your manager prior to

your scheduled arrival time, in accordance with Ivy Hill Prep's Calling Out Protocol.

## CRITICAL DAYS

At the beginning of each school year, the School Leader will identify "critical days" (also known as "blackout days") for which staff are restricted from using their PTO.

- Critical days include the day(s) before or following a holiday and/or School break, standardized testing days, professional development days, half days, new student orientation, the first day of school, and the last two weeks of the School year.
- Unless otherwise approved due to medical or personal emergencies, employees who do not report to work on a critical day will be considered as having an unapproved absence and may be subject to discipline up to and including termination. A doctor's note will be required for all critical day absences resulting from medical emergencies that cause an absence of more than three (3) consecutive workdays.

The critical days for the 2020-2021 school year are outlined in the Academic Year Calendar provided by the school.

## APPROVAL/DENIAL OF PTO

Your manager has the discretion to deny any leave request that would create a significant burden for the School subject to applicable law. If your leave request has been properly denied and you still choose to take the unapproved day off, that is considered insubordination. Consequences for insubordination include being written up, losing the leave day, and/or termination. Other circumstances where these consequences would apply are:

- You did not seek your manager's approval for the time off in advance.
- You take more than your total number of eligible days.
- You take time off and don't report it to your manager.

## LATE ARRIVAL

If you expect to arrive to work later than your scheduled time for any reason, call your manager's cell phone as soon as possible.

## TREATMENT OF UNUSED DAYS

Unused PTO may not be rolled over. Each year, on June 30, your PTO balance will reset to zero. Employees who do not use their Paid Time Off will lose it. 2

Upon separation from the School, an employee with unused paid time off will receive payment at the rate of their current base salary. Employees who have used more paid time off (PTO) than they have earned at the time of separation must repay the School for

the overpayment, subject to applicable law.

## NYC EARNED SAFE AND SICK TIME

New York City's Earned Safe and Sick Time Act ("ESSTA") generally provides that employees in New York City are entitled to one (1) hour of paid safe/sick time ("PSST") for every thirty (30) hours worked, up to a maximum of forty (40) hours of safe/sick time in a calendar year. To satisfy this requirement, employees who are eligible for PTO under the School's PTO policy are permitted to use their PTO for any of the Covered Reasons described below, without any condition on such use which is otherwise prohibited by the ESSTA. Employees who are eligible for PTO are not eligible for additional PSST under this policy. However, employees in New York City who are eligible for PTO under the School's PTO policy may use up to five (5) PTO days in any calendar year for any of the Covered Reasons described below prior to their accrual under the PTO policy. These five (5) days (40 hours) of PTO will be deemed to be frontloaded at the beginning of the School's time off year, which begins on July 1.

All other employees who work more than 80 hours in a calendar year but who are not regular full-time employees and thus are not subject to the paragraph above, are eligible to accrue one (1) hour of PSST for every thirty (30) hours worked, up to a maximum of forty (40) hours per calendar year. Such PSST will begin accruing immediately upon hire, but it may not be used until on or after the 120th day following the hire date. For purposes of this policy, exempt employees will be deemed to have worked forty (40) hours each workweek.

Employees are expected to physically call the school via phone (voice-to-voice contact) to call out sick.

PSST may be used for absence from work due to the following reasons ("Covered Reasons"):

- a) your 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 preventive medical care;
- b) 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 preventive medical care;
- c) closure of the office by order of a public official due to a public health emergency or your need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- d) to do any of the following on behalf of you or your family member who is a victim of a family offense matter, sexual offense, stalking, or human trafficking:
  - o 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;
  - o to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of you or your family members from future family offense matters, sexual offenses, stalking, or human trafficking;
  - o 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;
  - o to file a complaint or domestic incident report with law enforcement;

- to meet with a district attorney's office;
- to enroll children in a new school; and/or
- to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of you or your family member or to protect those who associate or work with you.

For purposes of this policy, a "family member" includes a child (including biological, adopted, or foster child, a legal ward, or child for whom you stand in loco parentis), parent, stepparent, sibling (including a half, adopted or step sibling), grandparent, grandchild, spouse, domestic partner, or the child or parent of your spouse or domestic partner, any other individual related to you by blood, or whose close association with you is the equivalent of a family relationship.

You may determine how much of safe/sick time you need to use, but no less than four (4) hours of PSST may be used at a time.

If you are eligible, you must provide reasonable notice of use of PSST. Where such need is foreseeable, you must give at least seven (7) days prior notice. Where such need is not foreseeable, you must provide notice as soon as practicable.

For an absence of more than three (3) consecutive workdays of PSST, you may be required to provide reasonable documentation that the PSST was used for a Covered Reason. You will be allowed a minimum of 7 days from the date you return to work to obtain such documentation.

The School will not require the disclosure of details relating to your or your family member's medical condition or require disclosure of details relating to your or your family member's status as a victim of family offenses, sexual offenses, stalking, or human trafficking as a condition of using PSST. Health information about you or your family member, and/or information concerning your or your member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking obtained by the School in connection with your use of PSST under this policy will be treated as confidential and will not be disclosed, except as authorized by you and/or as required by law. You will be paid for PSST used no later than the payday for the next regular payroll period beginning after the PSST was used by you, unless the School has asked for reasonable verification documentation, in the event you are absent for more than three (3) consecutive days. In such a case, the School is not required to pay sick leave until you have provided such documentation or verification. As noted above, you will be allowed a minimum of 7 days from the date you return to work to obtain such documentation. If you delay or fail to provide such documentation, you will not be paid for the PSST until you have provided such documentation or verification.

The School may take disciplinary action, up to and including termination, against you if you use PSST for purposes other than Covered Reasons. Indications of abuse of PSST may include, but are not limited to a pattern of (i) use of unscheduled PSST on or adjacent to weekends, regularly scheduled days off, holidays, vacation, or pay day and/or (ii) taking scheduled PSST on days when other leave has been denied.

Employees will not be paid for accrued, unused PSST upon termination of employment or at any other time. When there is a separation from employment and the employee is rehired within six (6) months of separation, previously accrued unused PSST will be reinstated and such employee will be entitled to use such accrued safe/sick time at any time after such employee is rehired.

Eligible employees who assert their rights to receive or use PSST will not be retaliated against.

Eligible employees will receive all paid safe and sick leave required by law, and this policy will be interpreted and applied, in accordance with New York City's Earned Safe and Sick Time Act, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over these policies. Furthermore, the School retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

## TIME OFF TO VOTE

If you are a registered voter who does not have sufficient time outside of your regular working hours within which to vote at any election, you may, without loss of pay for up to two (2) hours, take off sufficient time in the beginning or at the end of the regular workday to vote. If the polls are open for at least four (4) consecutive hours either before or after your regular workday, you will be deemed to have sufficient time outside of your regular workday to vote.

If you need working time off to vote, you must notify your manager not more than ten (10) nor less than two (2) working days before the day of the election that you need time off to vote.

## NEW YORK STATE JURY DUTY LEAVE

If you are called to serve jury duty, the School encourages you to fulfill your right and duty as a citizen. Time off will be granted for the duration of your jury duty. Please provide your jury duty summons to your manager as soon as possible so that proper arrangements can be made to cover your duties in your absence.

All full-time employees and part-time exempt employees who provide their manager with copies of the summons and notice of jury service at least five (5) working days prior to absence from work will be paid their regular compensation during jury service, less any jury service compensation. The school appreciates that serving on duties is your civic responsibility. To that end, time will be granted for the duration of your jury duty. Be prepared to share your summons and the final documentation indicating you've completed your jury sentence with the HOS.

Part-time, non-exempt employees will receive \$40 per day for up to three (3) days of jury service.

The School reserves the right to request proof of jury service issued by the Court upon return. The School also expects you to return to work if you are excused from jury duty during your regular working hours (serving four hours or less) or dismissed for a complete day.

## SPOUSAL MILITARY LEAVE

As a New York employee, you are entitled to an unpaid leave of up to ten (10) days if your spouse is a member of the armed forces who has been deployed during a period of military conflict to a combat theater or combat zone of operations (or a member of the National Guard or Military Reserves deployed during a period of military conflict), when

the service member is on leave from active duty. The School will not retaliate against you for requesting or obtaining a leave of absence in accordance with this policy.

## **NEW YORK STATE BONE MARROW AND BLOOD DONATION LEAVE**

If you work an average of 20 hours or more each week, you are eligible to receive up to 24 hours of unpaid leave to donate bone marrow. The School reserves the right to request a written physician verification of the purpose and length of bone marrow donation leave.

If you work an average of 20 or more hours per week, you are entitled to up to three hours of unpaid leave in any 12-month period for blood donation leave.

You may choose to use available PTO in lieu of unpaid leave. Any leave that is accrued, but not used, will not carry over to the next calendar year.

## **BEREAVEMENT LEAVE**

You are allowed up to 5 days of paid leave in the event of the death of your spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter, grandparent, aunt, uncle, cousin, niece or nephew.

Proof of death may be requested.

## **WITNESS AND CRIME VICTIM LEAVE**

If you or your immediate family members have been victims of crimes, the School will grant you reasonable paid or unpaid time off in order to appear as a witness in court or to consult with an attorney. You also may take time off to (i) attend court if you are subpoenaed to attend a criminal proceeding as a witness or making a victim statement in a criminal sentencing, (ii) attend family court, including applying for a protection-from-abuse order or enforcing that order if you are the victim of domestic abuse, and/or (iii) work with prosecutors in preparing a victim impact statement.

You may use available accrued PTO days or take such days as unpaid. You must give the School at least one day of notice of your desire for time off under this policy. The School reserves the right to ask for proof that you are requesting leave for this purpose.

## **EMERGENCY RESPONSE LEAVE**

If you are a volunteer firefighter or volunteer ambulance personnel, you are entitled to unpaid leave whenever the governor declares a state of emergency for as long as you are engaged in the actual performance of your duties as an emergency responder. If you are requesting emergency response leave under this policy, you must provide written documentation from the head of your fire department or volunteer ambulance service notifying the School of your status as an emergency responder. Following the leave, the School may also require you to provide a notarized statement from the head of your fire department or volunteer ambulance service certifying the period of time that you

responded to the emergency.

You may use available accrued PTO days or take such days as unpaid.

## PAID PARENTAL LEAVE

Paid Parental Leave (“Parental Leave”) is available to employees who fall into the categories of “primary caregiver” and “secondary caregiver”.

The term “primary caregiver” means a person who has the primary responsibility for the care of a child immediately following the birth or the coming of that child into the custody or care of the parent for the first time.

The term “secondary caregiver” means a person who does not have primary responsibility for the care of a child immediately following the birth or the coming of that child into the custody or care of the parent for the first time.

Parental Leave provides time away from work for one of the qualifying events listed below:

- Birth of a child;
- Adoption of a child; or
- Accepting a foster child into one’s home.

To be eligible for Parental Leave, a primary caregiver must be continuously employed by the School on a full-time basis for at least twelve (12) months, the qualifying event must occur within the prior month, and for births, the employee must apply for and receive short-term disability coverage.

To be eligible for Parental Leave, a secondary caregiver must be continuously employed by the School on a full-time basis for at least twelve (12) months, the qualifying event must occur within the prior month, and for births, the employee must apply for and receive paid family leave (PFL) coverage.

### **Parental Leave provides the following:**

- An eligible employee who is the primary caregiver of a newborn child or child accepted for adoption or foster care is entitled to up to six (6) weeks of paid leave.
- An eligible employee who is the secondary caregiver of a newborn child or child accepted for adoption or foster care is entitled to receive three (3) consecutive weeks of paid leave.

### **Leave Provisions:**

- Parental Leave runs concurrently with any short-term disability (STD) leave for eligible employees. During Parental Leave, the School will provide partial salary continuation payments (i.e., supplemental pay) while an employee is receiving STD benefits so that the combination of STD benefits and partial salary continuation result in the employee receiving their full base salary during the applicable Parental Leave period. STD has a 7-calendar-day (not workday) unpaid waiting period if the employee is not hospitalized at the start of their leave. If the employee is hospitalized at the start of their disability, there is no unpaid waiting period. The School will cover 100% of this waiting



period as part of Parental Leave. Thereafter, STD will pay 60% percent, up to \$1,500/week, of an employee's pre-disability gross weekly wages for the period of disability (up to 26 weeks). The School will cover the difference, if any, between \$1,500 and the employee's pre-disability gross weekly wages for the remainder of the applicable Parental Leave period.

- If an employee is eligible for New York Paid Family Leave (PFL) while also eligible for Parental Leave payments under this policy, the School will provide partial salary continuation payments (i.e., supplemental pay) while an employee is receiving PFL benefits so that the combination of PFL benefits and partial salary continuation result in the employee receiving their full base salary during the applicable Parental Leave period. Please refer to the School's New York Paid Family Leave policy for additional details regarding PFL.
- Parental Leave cannot be taken intermittently and therefore must be taken in consecutive weeks immediately following the date of the child's birth or the placement of the child in your home.
- To obtain payments under this policy, you will need to complete a certification (available from Little Bird HR; hrsupport@littlebird.hr or 888-281-8956).
- Employees may be eligible for additional leave time and benefits pursuant to the School's New York Paid Family Leave Policy. When applicable, Parental Leave runs concurrently with STD, PFL, federal Family and Medical Leave (FMLA), and/or other leaves provided by state or local law. Parental Leave does not extend the period of leave permitted under the School's other leave policies.
- You must give your manager and the School Leader at least thirty (30) days' notice of a request for Parental Leave, where foreseeable.
- Parental Leave is provided to employees who intend to return to work. The School may request reasonable assurance of return from Parental Leave and may deny such leave if such assurances are not provided.

Any questions regarding Parental Leave and other available leaves in connection with the birth or adoption of a child should be directed to Little Bird HR (hrsupport@littlebird.hr or 888-281-8956).

## NEW YORK STATE PAID FAMILY LEAVE

Eligible employees are entitled to Paid Family Leave ("PFL") pursuant to the New York Paid Family Leave Benefits Law ("NYSPFL"). Both the number of weeks of leave employees are entitled to take and the amount of benefits they will receive while on leave will increase each year until 2021.

### Eligibility:

If your regular or average work schedule is 20 hours or more per week, you will become eligible for PFL after 26 consecutive weeks of employment. If your regular or average work schedule is fewer than 20 hours per week, you will become eligible after 175 workdays (not calendar days).

### Covered purposes:

PFL may be used for only the following "Covered Purposes":

- providing care for your child, domestic partner, parent, parent-in-law,

grandparent, grandchild, or spouse with a serious health condition (including a serious mental health condition);

- bonding with your child within 12 months of the child's birth or placement for adoption or foster care; or
- attending to certain needs ("qualifying exigencies") arising from your child, parent, parent-in-law, spouse, or domestic partner's active duty service in the armed forces.

**Amount of leave:**

In 2020, eligible employees may receive up to ten (10) weeks of PFL during any rolling 52-week period. Starting in 2021, eligible employees may receive up to twelve (12) weeks of PFL during any rolling 52-week period.

Leave can be taken intermittently in units as small as one day. If you regularly work fewer than five days per week, the maximum days may be prorated based upon your schedule.

**Benefit level:**

In 2020, employees taking paid family leave will receive 60% of their average weekly wage, up to a maximum of \$840.70 per week. In 2021, employees will receive 67% of their average weekly wage, subject to the weekly cap in accordance with a formula set by state law.

Employees will generally receive this payment by applying to the School's insurance carrier (see "applying for paid family leave benefits" below). With permission from the School, employees may be able to substitute fully paid leave under some circumstances (see "substitution of fully paid leave" below), in which case the School may directly file a claim for reimbursement from the insurance carrier.

**Employee notice:**

If the PFL is foreseeable, such as due to an expected birth or other qualifying event, you must provide the School at least 30 days' notice before the leave is set to begin. If the leave is not foreseeable, then you should give notice as soon as practicable. In addition, if you are taking leave intermittently, you must provide the School with notice as soon as is practicable before each day of intermittent leave.

**Applying for paid family leave benefits:**

To apply for paid family leave benefits, you must submit the appropriate form to the School's insurance carrier, the paid family leave insurance carrier for the School. You can get a copy of this form from the School Leader, his/her designee, or Little Bird HR (hrsupport@littlebird.hr or 888-281-8956). However, as noted above, with permission from the School, you may be able to substitute fully paid leave under some circumstances (see "substitution of fully paid leave" below), in which case the School may directly file a claim for reimbursement from the insurance carrier.

Complete the employee portion of the form (Part A) and submit the employer portion of the form (Part B) to the School Leader, his/her designee or Little Bird HR. The completed employer portion will be returned to you within three business days. You will also need to provide the insurance carrier with appropriate documentation of the need for leave, such as a birth certificate or documentation from a family member's health provider and complete the appropriate form regarding that documentation. You are responsible for submitting the completed application to the School's insurance carrier.

Any claim-related dispute with the insurance carrier, including eligibility, benefit rate, and duration of paid leave, arising under the NYSPFL may be subject to arbitration in

accordance with the NYSPFL.

**Retaliation and reinstatement:**

You have the right not to be retaliated or discriminated against for exercising your rights under the NYSPFL, including the right to take PFL.

After taking PFL, you generally have the right to be reinstated to the position you held prior to leave or to a comparable position with comparable employment benefits, pay, and other terms and conditions of employment. Taking PFL generally will not result in the loss of any employment benefit accrued prior to the date on which leave commenced; however, you will not accrue seniority or employment benefits while on leave. Please note, however, that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement).

If you believe that your NYSPFL rights have been violated, you have the right to file a complaint with the Workers' Compensation Board.

**Health insurance:**

You will receive your existing health insurance benefits on the same terms for the duration of the PFL as if you had not taken such leave. During leave, you must continue to make all required premium contributions by making arrangements to pay the School through a check or some other means of payment; the School will continue to pay for any portion of the premium the School pays for while you are not on leave.

**Payroll deductions:**

Pursuant to the NYSPFL, PFL will be funded by modest employee contributions deducted from employees' paychecks. For 2020, these deductions will equal 0.270% of employees' wages per pay period, up to a maximum annual contribution of \$196.72. These deductions will be used only to pay for paid family leave coverage as required by law.

**Substitution of fully paid leave:**

You may, but are not required to, substitute accrued paid time off or any other applicable type of fully paid time off for some or all of the leave to which you are entitled under the NYSPFL, subject to the terms and conditions of such other paid time off policy. If you choose to do so, you will still receive all applicable rights and protections under the NYSPFL.

**Interaction with disability benefits:**

You retain all applicable rights to disability benefits under both New York State law and the School's policy. You cannot collect both PFL and disability benefits at the same time. However, if you are simultaneously eligible for both PFL and disability benefits, you may choose how and whether to take those benefits sequentially, subject to all applicable rights and restrictions. Combined, PFL and disability benefits must not amount to more than the 26-week benefit maximum during any 52 consecutive calendar weeks.

**Interaction with leave under the Family and Medical Leave Act (FMLA):**

If you are covered by the federal Family and Medical Leave Act (FMLA) and you take PFL for a purpose and under circumstances also covered by the FMLA, the School may designate that period of leave as leave under the FMLA (i.e. may require that PFL and FMLA leave be taken concurrently). If the School chooses to do so, the School will notify you in writing, as required by law.

### **Compliance with all applicable laws:**

You maintain all other applicable rights under city, state, and federal law, including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Title VII of the Civil Rights Act of 1964, and the New York State Human Rights Law, the New York City Human Rights Law, and the New York City Earned Sick Time Act. The School will comply with all applicable legal requirements.

Eligible employees will receive all paid family leave required by law, and this policy will be interpreted and applied, in accordance with NYSPFL, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy. Further, the School retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

### **Seasonal or temporary employee waiver:**

If your schedule will never reach 26 weeks or 175 days (as applicable) in a 52-week consecutive period, such as for seasonal or temporary employees, you have the option, but are not required, to waive your PFL rights and not make contributions. You may do so by completing a written form that you can obtain from Little Bird HR (hrsupport@littlebird.hr or 888-281-8956). If you choose to waive your rights and circumstances change such that you will be employed or work for 26 weeks or 175 days (as applicable), this waiver will be automatically revoked within 8 weeks of the change in circumstances. If your waiver is so revoked, you will begin making contributions for PFL through payroll deductions, including any retroactive amounts due from date of hire, upon notification from the School.

## **FAMILY MEDICAL LEAVE ACT**

### **Coverage Overview**

The federal Family and Medical Leave Act of 1993 (“FMLA”) entitles employees with twelve months or more of service and 1,250 hours of work to receive up to twelve weeks of unpaid leave for:

- the birth and care of a newborn child (“Bonding Leave”);
- the adoption of a child or the placement of a child for adoption or foster care (“Bonding Leave”);
- to care for an immediate family member (spouse, child or parent) with a serious health condition (“Family Care Leave”);
- the employee’s own serious health condition (“Serious Health Condition Leave”);
- a “qualifying exigency” for military operations arising out of a spouse, child or parent’s Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Exigency Leave”); or
- to care for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member or veteran with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties or that, in the case of a veteran, resulted in medical treatment within five years following discharge (“Military Caregiver Leave”).

In addition, some states have their own state family and medical leave laws, which may provide leave benefits different than or in addition to those outlined below. If you have any questions about family and medical leave coverage under federal or state law or about your eligibility for coverage, please contact Little Bird HR (hrsupport@littlebird.hr or 888-281-8956.

### Eligibility

To be eligible for FMLA leave and benefits, you:

- must have worked for the School for at least twelve months (which need not be consecutive) prior to the date on which your leave is to begin;
- must have worked at least 1,250 hours during the previous twelve months preceding the leave; and
- the determination of whether you have worked 1,250 hours in the past 12 months must be made as of the date that the FMLA leave is to start, not the date when the leave is requested.

### Length of Eligibility Leave

An eligible employee may take up to a maximum of twelve (12) workweeks of unpaid leave in a “rolling” twelve-month period measured backward from the date that the employee’s FMLA leave begins, when the leave is taken for:

- Bonding Leave;
- Family Care Leave;
- Serious Health Condition Leave; and/or
- Military Exigency Leave

The maximum amount of FMLA leave available for an employee who needs to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single twelve-month period. A “single twelve-month period” begins on the date of the employee’s first use of such leave and ends twelve months after that date.

In the event that both spouses are employed by the School and are eligible for leave under FMLA:

- **For FMLA leaves that are Military Caregiver Leave only, or a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave:** the spouses will be limited to a total of twenty-six (26) workweeks off between the two of them.
- **For FMLA leaves for a child’s birth, adoption, or foster care placement:** the spouses’ rights under this policy will be limited to a combined leave totaling twelve (12) weeks in any twelve-month period. FMLA leaves for the birth, adoption or foster care placement of a child must be concluded within twelve months of the birth, adoption or placement.

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

### Notice & Certification

The following requirements apply when requesting family medical leave.

#### **Advanced Notice:**

If you are requesting a leave pursuant to the FMLA, you must submit a written leave request to your manager or Little Bird HR (hrsupport@littlebird.hr or 888-281-8956) at least thirty (30) days before the date that the leave is expected to begin. The School recognizes that unexpected emergencies can arise where it is not possible to provide thirty days' notice of the intended leave. In such situations, you are expected to provide as much advance notice as possible. You may be required to explain why you provided fewer than 30 days' notice of the need for foreseeable leave. If you fail to give timely advance notice with no reasonable excuse when 30 days' notice is required for foreseeable leave, the School may delay FMLA coverage until 30 days after you provide notice. You must provide sufficient information to enable the School to determine if the leave is FMLA-qualifying and must advise the School of the anticipated timing and duration of the leave. If you fail to respond to the School's reasonable inquiries for additional information, the leave may be denied.

#### **Certification:**

In cases where you are requesting a medical leave because of your own serious health condition or that of a spouse, child or parent, the School will require you to submit a written certification (medical certification) from a healthcare provider verifying the need for the leave. You must provide a complete and sufficient certification within fifteen calendar days after the School's request, unless it is not practicable despite your diligent, good faith efforts. The failure to provide the required medical certification within the time allotted may result in the denial of the FMLA leave. If a certification is incomplete or insufficient, Little Bird HR team or the FMLA benefits administrator will notify you in writing of what information is necessary to complete the medical certification and provide you with at least seven calendar days to furnish the additional information. Failure to cure the deficiencies identified by the Little Bird HR team may result in the denial of the FMLA leave. After providing you seven days to cure any deficiencies in the certification, if the Little Bird HR team still has questions about the information provided, the School's FMLA administrator may contact your healthcare provider directly to clarify or authenticate the medical certification.

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

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

During your leave, you may also be required to provide the School with additional healthcare providers' statements at regular intervals, upon request from the School, attesting to your or your family member's continued serious health condition and inability to work.

#### **Substitution of Paid Leave**

You will be provided with up to two weeks paid leave during an approved FMLA medical leave of absence for your own serious condition after your leave of absence has

exceeded 7 calendar days. This is not applicable to the Parental Leave section of the policy. You may use all of your accrued paid time off benefits, such as salary continuation/STD, sick days and personal days, in lieu of unpaid leave and such paid time off will be counted toward your twelve-week FMLA leave entitlement. After you have exhausted all of your paid time off benefits, the remainder of your twelve-week FMLA leave period, if any, will be unpaid. The substitution of paid time off benefits for FMLA leave does not extend the duration of FMLA leave to which you are entitled beyond twelve workweeks in a twelve-month period.

### **Status of Benefits While on Leave**

While you are on family or medical leave pursuant to the FMLA, you will continue to be covered under the health insurance plan in effect at the time that your leave began to the same extent and under the same terms and conditions as would apply had you not taken leave. You will be required to pay whatever employee portion of the premium costs is normally required by making arrangements to pay the School through a check or some other means of payment. The School will continue to cover the cost of whatever portion of your premium they would normally pay while on an approved family or medical leave of absence.

### **Intermittent & Reduced Schedule Leave**

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

If the need for intermittent leave is based on planned medical treatment, you are required to consult with your manager or the Director of Operations to make a reasonable attempt to schedule the treatment in a manner that does not unduly disrupt the School or School operations.

When you request an intermittent leave or reduced schedule leave, the School reserves the right to temporarily transfer you, where possible, to an alternative position that better accommodates your leave schedule. The position to which you are transferred will be equivalent in pay and benefits to the one that you held prior to the transfer.

FMLA time available for bonding must be taken as a continuous leave and may not be taken as intermittent time or on a reduced schedule. Bonding time taken must be taken immediately following the child's birth, adoption, or placement into foster care.

### **Leave During School Closings**

For purposes of determining the amount of medical leave you use, the fact that a holiday may occur within a week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, extended School closings (five or more days) where the School's activities have temporarily ceased and employees generally are not expected to report for work for one or more weeks (e.g., winter vacation, summer breaks and February breaks as indicated in applicable contract) do not count against your FMLA leave entitlement, thus extending your FMLA leave entitlement for the period of time that corresponds to the period of School closing. However, the days the School is closed do not extend the period of any paid leave benefit.

If your leave coincides with summer break, you will receive your summer break pay in addition to your leave entitlement being extended to correspond with the period of time the School is closed. You may not elect to reserve the summer break pay entitlement to use at a later time.

### **Return to Work Certification**

If you are taking medical leave to care for your own serious health condition, you will be required to submit a return to work certification from your healthcare provider before returning to work, stating that you are able to resume your position. If you fail to provide the return to work certification from your healthcare provider, you may be denied reinstatement.

### **Restoration of Position and Benefits**

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

At the conclusion of your family or medical leave pursuant to the FMLA, you are generally entitled to the same position you held when the leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. You should note that you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not taken the leave (e.g., if due to economic conditions you would have lost your job regardless of whether or not you went on leave, you will not be entitled to reinstatement). The School also reserves the right to deny reinstatement to “key” employees, as permitted under applicable law.

After an approved medical leave, you will be asked to provide certification of your ability to return to work from your healthcare provider. The School may not allow you to return to work if you fail to submit such certification.

If you are not well enough to work after exhausting the entire allowable medical leave, you may be eligible to take an unpaid medical leave of absence. In such a case, your leave will become a medical leave of absence not covered by the Family and Medical Leave Act and you will not be entitled to any rights and benefits under this policy.

If you fail to return to work after an approved family or medical leave and are not authorized to take any additional leave time, then your position at the School will be considered abandoned. This will be treated as a voluntary resignation on your part.

### **Miscellaneous**

The FMLA does not affect any state or local law that provides greater family or medical leave rights. Please contact Little Bird HR (hrsupport@littlebird.hr or 888-281-8956) with any questions concerning individual state laws.

Unless state law requires otherwise, FMLA leave runs concurrently, rather than in addition to, time off due to a worker’s compensation injury or disability.

### **If You Are Not Eligible for FMLA Leave**

If you are a full-time employee but not yet eligible for a job-protected leave under the federal FMLA, the School will extend a leave of absence to you to care for your own or your family member’s serious health condition. This leave is available:

- for the birth and care of a newborn child (“Bonding Leave”);
- for the adoption of a child or the placement of a child in foster care (“Bonding Leave”);
- to care for an immediate family member (spouse, domestic partner, child or parent) with a serious health condition (“Family Care Leave”); or
- for your own serious health condition (“Serious Health Condition Leave”).

Such leave, unlike leave taken pursuant to the FMLA, is not automatically job protected, and while the School will endeavor to hold your position open during the pendency of



such leave, it reserves the right, in its sole discretion and consistent with applicable law, to replace your position as dictated by the needs of the School.

## UNPAID PERSONAL LEAVE

The School does not offer any unpaid personal leaves of absences unless required by applicable law.

## REASONABLE ACCOMMODATIONS AND COOPERATIVE DIALOGUE POLICY

The School will provide reasonable accommodations for employees who may require an accommodation: (i) related to a disability; (ii) related to pregnancy, childbirth or a related medical condition; (iii) for religious needs; or (iv) for needs as a victim of domestic violence, sex offenses or stalking. A reasonable accommodation is a change made to the work schedule, job duties and/or work environment of an employee to accommodate their specific needs and allow them to perform the essential functions of their job.

To initiate the process of determining a reasonable accommodation, you and the School will begin a cooperative dialogue. This dialogue involves an evaluation of your accommodation needs, consideration of potential accommodations that may address such needs, including alternatives to a requested accommodation, and possible accommodations that would allow you to perform the essential requirements of your job without creating an undue hardship for the School.

If you need a reasonable accommodation under this policy, contact the School Leader in person, by phone, or by e-mail. Upon receipt of an accommodation request, the School Leader or his designee will contact you to discuss your needs and consider the possible accommodations that would allow you to perform the essential requirements of your job or enjoy the right(s) in question, without creating an undue hardship for the School.

If you are requesting an accommodation due to disability, pregnancy, childbirth, or a related medical condition, you will be required to provide medical certification from your health care provider that includes the health care provider's diagnosis of your condition, specific limitations or restrictions, and suggested accommodation(s).

The School will determine the feasibility of the requested accommodation by considering various factors, including, but not limited to, the nature and cost of the accommodation, the School's overall financial resources and organization, and the accommodation's impact on the School's operations, including its impact on the ability of other employees to perform their duties and on the School's ability to conduct business.

Once a conclusion is reached, either to offer the requested accommodation or an alternative accommodation, or that no accommodation can be made, the School will promptly provide you with a final written determination identifying specifically any accommodation granted or denied.

The School is also committed to complying with all applicable provisions of the Americans with Disabilities Act and the New York State Human Rights Law, and the New York City Human Rights Law. In accordance with these laws, it is the School's policy not to discriminate against any qualified employee or applicant with regard to any terms or

conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

**The School expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting a reasonable accommodation in good faith.**

## **ACCOMMODATIONS FOR NURSING EMPLOYEES POLICY**

The School provides a supportive environment where employees may pump (i.e., express breast milk) during work hours. The School will provide reasonable break time to nursing employees to pump for up to three years after childbirth. In addition, the School will provide nursing employees access to a lactation room in reasonable proximity to the employee's work area. The room will be sanitary and have a chair, table, electrical outlet, and a lock for privacy. Employees will also have nearby access to a sink and a refrigerator suitable for breast milk storage.

If the designated room is also used for other purposes, then the sole function of the room will be as a lactation room while an employee is using the room to express breast milk. The School will also provide notice to other employees that the room is given preference for use as a lactation room.

You have the right to request the use of a lactation room and may do so by submitting such request to the School Leader in writing. The School Leader will respond to your request within five (5) business days. If you and another employee need to use the lactation room at the same time, you should coordinate a schedule with the School Leader and/or their designee.

If your request for a lactation room creates an undue hardship on the School, the School will engage in a cooperative dialogue with you in accordance with our Reasonable Accommodations and Cooperative Dialogue Policy. Under the Cooperative Dialogue Policy, you may also request accommodations related to pregnancy, childbirth, and/or related medical conditions.

# Coversheet

## Review Current Financial Dashboard

**Section:** III. Finance Committee  
**Item:** A. Review Current Financial Dashboard  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Ivy Hill Monthly Financials ending period August.30.2020.xlsx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Ivy Hill Monthly Financials ending period August.30.2020.xlsx

# Coversheet

## Taskforce Update

**Section:** IV. Director of Finance Hiring Taskforce  
**Item:** A. Taskforce Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Director of Finance TaskForce Committee Report\_9.16.20.docx



## DIRECTOR OF FINANCE HIRING TASKFORCE COMMITTEE MEETING REPORT

STANDING MEETING DATE THIRD WEDNESDAY OF THE MONTH

September 16, 2020 | 7PM

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**Committee Members:** Ambrosia Johnson (HOS), Adam Jimenez-Schulman, Derrick Lewis,  
Jennifer Small (Chair), Nataki Williams

### 1. Report:

#### - Review Job Summary Job Description:

- Updates:  
Key Responsibilities
  - Removal of “Founder”, for clarify as this is the same as Head of School
  - Removal of “subsequent” in front of 3-5 years for clarity
  - Removal of punctuations at the end of bullets\* (Jenn: not required)
  - Change to “manage the school's annual budget”\* (Jenn: didn’t notice the wording wasn’t correct previously)  
Key Competencies & Qualifications
  - Change to “2 years of recent charter school...”
  - Change to “Audit coordination experience preferred”
  - Removal of punctuations at the end of bullets\* (Jenn: not required)

\* minor changes; noticed while making edits discussed

#### - Interview Process:

- **Ambrosia** to drop resumes of all candidates received in a shared folder for Task Force review
- 1st round: If  $\frac{1}{2}$  (**2 of 4 Board Members**) of the Task Force agree on a candidate after independent review, they will be given an excel test that includes pivot tables (**Jenn** to find testing site)
- 2nd round: Successful excel test candidates will then have fit/usual interviews with **IHP Head of School and Staff**
- 3rd round: Task Force Q&A, followed by brief presentation of a mock budget to be created by candidate prior to the interview (**Jenn** will work with **Ambrosia** to provide direction for the project; candidate will have 1 week to produce, and will be advised of presentation time limitation; Intended to be a show of soft skills)

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## DIRECTOR OF FINANCE HIRING TASKFORCE COMMITTEE MEETING REPORT

STANDING MEETING DATE THIRD WEDNESDAY OF THE MONTH

September 16, 2020 | 7PM

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### - Timeline for Job Summary Posting:

- After **IHP Board** approval
- **Ambrosia** to post the Job Summary commencing Oct 1<sup>st</sup> 2020
- Postings via LinkedIn (school account) and Indeed (free trial)
- Determination on how long the posts will run to be based on response received

### 2. Recommendations to the Board:

- Approval of Job Summary (DOF\_Job Summary\_vBoardApproval.pdf)

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# Coversheet

## Vote to Approve Job Description

**Section:** IV. Director of Finance Hiring Taskforce  
**Item:** B. Vote to Approve Job Description  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** DOF\_Job Summary\_v4.pdf





## Director of Finance

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### Job Summary

Ivy Hill Preparatory Charter School is one that ensures all children regardless of race or socioeconomic status have access to a high-quality education. To provide our children with the world class education that they deserve, it is imperative that the organization's financial health is strong. Ivy Hill Preparatory Charter School is seeking an experienced professional with finance and accounting experience. The Director of Finance will report to the Board of Trustees with dual reporting to the Head of School, who will manage all day to day responsibilities. This newly created opportunity is to support the ongoing financial sustainability and fiscal accountability of the school.

### Key Responsibilities

- Oversee all financial and accounting activities of the school, ensuring the appropriate recording of all transactions
- Monitor cash flow and accounts receivable to maintain maximum liquidity
- Maintain accurate records of financial transactions and submit them for processing
- Ensure that the school's fund-accounting system is properly implemented, matching expenses to the appropriate source for grant compliance
- Support the Head of School to execute major financial transactions
- Liase with the Head of School to make decisions for operational activities and set strategic financial goals for the organization
- Collaborate with the Head of School to create, monitor, and manage the school's annual budget
- Supports annual and long-term planning by producing financial modeling tools and facilitating the creation of the annual budget alongside the Head of School
- Monitor and manage the school's annual budget to ensure financial stability at all times
- Supports long-term plan by facilitating the creation of budget projections for 3-5 years
- Produce and present timely, accurate financial reports for the school's Board as well as external audiences on a monthly, annual, and quarterly basis. Prepare monthly reports on the financial status of the school, including charter, legal and regulatory compliance
- Collaborate with the Board's Finance Committee and an independent auditor to develop accurate and timely public audits for the organization
- Serves as the organization's fiscal compliance expert, providing team members with sound guidance on applicable regulations and best practices
- Complete all required filings to maintain the school in good standing with the IRS, relevant state agencies, and grantees

### **Key Competencies & Qualifications**

- Commitment to, belief in, and alignment with the mission of Ivy Hill Prep, its goals, and educational philosophy
- A minimum of 5 years of financial experience and working with large monetary budgets is required.
- A minimum of 2 years of recent charter school financial experience is required
- Audit coordination experience is preferred
- QuickBooks experience is required
- Grant application writing and/or management is preferred
- Exceptional and creative problem-solving, critical thinking, and strategic planning skills
- Facility to move comfortably between high level strategic thinking and intricate details
- Strong project management as well as time and task management skills, enabling multiple and large-scale projects to be completed on time
- Ability to learn quickly, to pivot when needed, and to be effective in a fast-paced, entrepreneurial environment
- Able to work autonomously and thoroughly with independent self-reflection, as well as take direction as needed

### **Educational Background**

- A Bachelor's Degree required
- Degree in Finance or Accounting is strongly preferred

### **Salary & Benefits**

Ivy Hill Prep offers a competitive salary, comprehensive health benefits, and retirement benefits. Aside from extensive professional development, all of our staff members are equipped with a laptop computer, email, high-speed internet access, and all necessary instructional supplies.

### **Commitment to Diversity**

Ivy Hill Prep is an equal opportunity employer and does not discriminate on the basis of race, color, religion, gender, sexual orientation, national or ethnic origin, age, disability, pregnancy or veteran status.

# Coversheet

## Academic Dashboard

**Section:** V. Academic Achievement  
**Item:** A. Academic Dashboard  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Academic\_Dashboard\_\_Sep\_Meeting\_\_2019-2021 (1).xlsx  
September 2020 Committee Meeting Report.docx

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Academic\_Dashboard\_\_Sep\_Meeting\_\_2019-2021 (1).xlsx



## BOARD OF TRUSTEES

### Academic Achievement Committee Meeting Report

Committee Members Present: Maimouna Kane, Kimberly Wedderburn-Henderson, Marsha Michael, Adam Jimenez-Schulman, Aquila Leon-Soon (Prospective Board Member) & Ambrosia Johnson (HOS)

STANDING MEETING DATE SECOND WEDNESDAY OF THE MONTH

September 9, 2020 | 8:00pm – 9:15pm

ZOOM DIAL IN: <https://zoom.us/j/9699543901>

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The Following agenda items were discussed at the committee meeting:

#### 1. Academic Program Schools

- Academic Dashboard
  - Enrollment numbers: Total of 177 scholars counted as enrolled. 85% of scholars currently enrolled for live virtual sessions and 15% of scholars present for in person instruction. based on number of scholars who were present for in person session or live virtual sessions. HOS reported that there 1 class per grade with 15 students in the class but there is one class that had a mix of grade levels, but HOS deemed details of that mix to be in the weeds. Currently medical forms for scholars are still outstanding. BC explained the emphasis on obtaining the medical forms has to do with ensuring that all scholars have the necessary immunizations. Committee also bought up increasing the waitlist for 1<sup>st</sup> grade.
  - Attendance: On the first day of school there was 75% attendance rate but rate increased to 86% by Friday.
  - Assessment Data: Preliminary dates were provided but subject to change. HOS also working with coaches and leadership team to determine what benchmarks will for new year will be. BC requested that changes be fleshed out with the committee as well to ensure board alignment. HOS agreed but wants to make sure a clear rationale for changes exists.
  - Next Steps: HOS will continue to reach out to parents to ensure medical forms are turned in and continue posting on social media to get a waitlist going.
  
- Staffing Update

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## BOARD OF TRUSTEES

### Academic Achievement Committee Meeting Report

Committee Members Present: Maimouna Kane, Kimberly Wedderburn-Henderson, Marsha Michael, Adam Jimenez-Schulman, Aquila Leon-Soon (Prospective Board Member) & Ambrosia Johnson (HOS)

**STANDING MEETING DATE SECOND WEDNESDAY OF THE MONTH**

**September 9, 2020 | 8:00pm – 9:15pm**

**ZOOM DIAL IN: <https://zoom.us/j/9699543901>**

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- Update: All general education teachers were hired. Special Education teacher has not been hired. HOS is still considering utilizing a related services agency and will send the contract over to the BC for review. Committee stressed the optimal outcome would be to hire an IHP Sped teacher. One general education teacher quit but HOS will talk through other options with the teacher.
  - Next Steps: HOS to report back on whether general education teacher decided on a leave as opposed to outright resignation. HOS to also report back on efforts to hire Sped Teacher. BC to also review related services contract and determine whether further legal intervention is necessary.

## 2. Culture, Climate and Family Engagement

- Summer PD – went well was revamped to include best practices for virtual and in person teaching.
- In Person instruction going well. Parents are satisfied with safety protocols in place
- SPED services going well as students with IEP's now have Ujima plans which prioritize their particular needs.
- Parents report being happy with virtual instruction and all the efforts to provide information about new school year. There was 100% attendance for back to school virtual event. Parents were provided with more distance learning materials than last year to ensure that scholars are prepared with any change in plans.
- August 20, 2020 was technology pick up and 96% of parents picked up their technology.

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### 3. Miscellaneous Considerations

- Title Spending Breakdown: HOS reported that new compliance regulations required that the board be advised of how Title funds would be spent. New expenditure of \$3000 for homeless student population will be utilized from Title Funds. BC suggested that line item expenditure align with budget.
  - Next Steps: HOS to review budget alignment with back office provider and finance committee.

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# Coversheet

## HOS Report

**Section:** V. Academic Achievement  
**Item:** B. HOS Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** HOS Report for Sept 2020 Meeting.pdf





# Ivy Hill Prep Board of Trustees

## Head of School REPORT

**IVY HILL PREPARATORY CHARTER SCHOOL**

**Head of School REPORT**

September Board Meeting

Submitted by: Ambrosia Johnson

*Data as of 9/1/2020*

**I. Enrollment Report**

**2019 – 2020 Enrollment**  
**(Current Year)**

	Kindergarten	1 <sup>st</sup> Grade	2 <sup>nd</sup> Grade
<b>Enrollment</b>	60	85	32
<b>Waitlist</b>	124	0	9
<b>Total Enrollment</b>	<b>177</b>		
<b>Authorized Enrollment</b>	<b>180</b>		
<b>Budgeted Enrollment</b>	<b>162</b>		

**II. Hiring Report SY 2020-2021**

Position	Total Needed	Total Hired	Total Remaining	Goal of Hire	Current Status
Teacher	9	9	0	7-15-2020	Complete
Special Education Teacher	1	0	1	7-15-2020	In Progress

Total Hires Needed:	10
Total Hired:	9

**III. School Updates**

➤ **Summer Professional Development Wrap-Up**

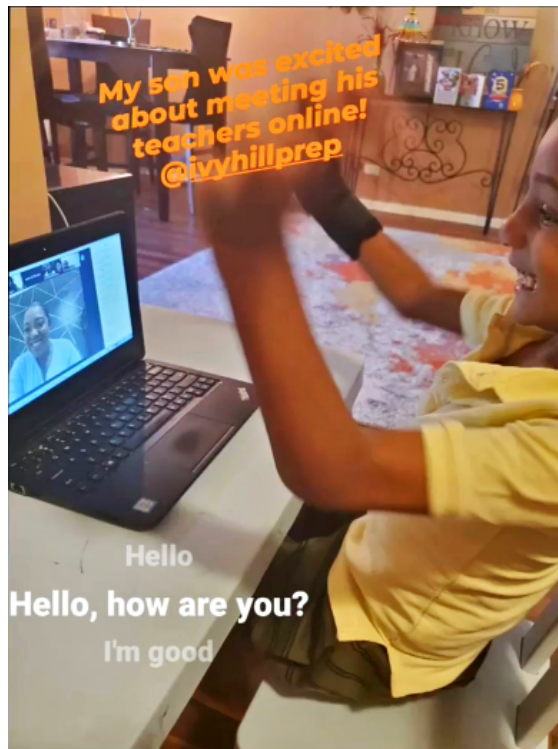
- Teachers engaged in 3 ½ weeks of Summer PD with a mix of in-person and virtual sessions.
- Summer PD was tailored from previous year to accommodate the many modifications Virtual Teachers would have to make, and to set them up for success.
- All Professional Development targeted both the in-person and virtual approach.

- 100% of staff stated Professional Development furthered their development as an educator, and 100% of staff stated Professional Development has built a sense of team as the organization gears up for the school year ahead.



➤ **Virtual Back to School Night**

- 100% of parent participation
- Parents received the opportunity to:
  - Meet teachers
  - Learn expectations of remote and in-person learning
  - Have Phases reiterated to ensure their full understanding



➤ **Technology Dissemination Day: August 20, 2020**

- 96% of parents arrived within the scheduled times to collect their Distance Learning Materials.
- Scholars were given more materials than last year for Distance Learning, due to our observations of what they needed to be successful at home.



➤ **First Day of School: August 25, 2020**

- 15% of students for in-person arrived promptly at their pre-assigned staggered schedules.
- Entry level protocols as listed in COVID-19 Re-Opening Plan were practiced to fidelity for both staff and students. Access is only granted to the building if temperature is below the threshold.
- Students are 6ft apart in classrooms, with a maximum of 15 students in each classroom. Polycarbonate sneeze guards were purchased with COVID-relief line item, and are used to promote an additional layer of safety in the classroom.



➤ **First Week of School**

- Monday Attendance: 75% | Friday Attendance: 86%. Due to school-wide parent outreach, school attendance rose 11% over the course of 4 days.
- RTI began on Week 1 of instruction, as reflected in Ujima Plans of all students with IEP's/students who require additional support.



➤ **Parent Feedback**

- “Good morning! Just wanted to say that despite all of the challenges you guys are faced with as a new school, you guys are doing an excellent job! Additionally, I saw the photos of the interior of the classrooms, and was pleased with what I saw. Both of my children are happy with the school and we are also happy and feeling safe, despite the pandemic! Thank you for everything you guys are doing.”
- “Thank you for going above and beyond to push and make it an easier/enjoyable time for the little ones during this madness! You guys are so appreciated!”
- “I believe in this school, from day 1. From the moment she get into this school, everything is going okay. And for the pandemic, I can see you guys are putting effort into it. You guys are putting your courage and your love into it. And I appreciate all you have done for her, and for all of the family members that are in this school. Thank you.”

**Upcoming Events/Dates**

<b>September 4, 2020</b>	<b>School Closed</b>
<b>September 11, 2020</b>	<b>Phase 2 Survey Shared with Families</b>
<b>September 28, 2020</b>	<b>Phase 2 Begins</b>