

# 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.

## Employment Records

### **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.

### **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.

### **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/affectual 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/affectual 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]