

Ivy Hill Prep



EXHIBIT A

TIME OFF BENEFITS, LEAVES OF ABSENCE & ACCOMMODATION POLICIES

Effective September 28, 2020

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COVID-19 NOTICE

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

HOLIDAYS

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

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

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

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

Full-Time Employees	Annual PTO
Instructional Employees	7 PTO days
Non-Instructional Employees	10 PTO days

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

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

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

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

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

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

PROCEDURES TO REQUEST PTO

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

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

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

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

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

CRITICAL DAYS

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

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

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

APPROVAL/DENIAL OF PTO

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

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

LATE ARRIVAL

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

TREATMENT OF UNUSED DAYS

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

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

the overpayment, subject to applicable law.

NYC EARNED SAFE AND SICK TIME

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

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

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

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

- a) your mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care;
- b) care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care;
- c) closure of the office by order of a public official due to a public health emergency or your need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- d) to do any of the following on behalf of you or your family member who is a victim of a family offense matter, sexual offense, stalking, or human trafficking:
 - o to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
 - o to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of you or your family members from future family offense matters, sexual offenses, stalking, or human trafficking;
 - o to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
 - o to file a complaint or domestic incident report with law enforcement;

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

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

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

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

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

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

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

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

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

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

TIME OFF TO VOTE

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

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

NEW YORK STATE JURY DUTY LEAVE

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

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

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

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

SPOUSAL MILITARY LEAVE

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

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

NEW YORK STATE BONE MARROW AND BLOOD DONATION LEAVE

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

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

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

BEREAVEMENT LEAVE

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

Proof of death may be requested.

WITNESS AND CRIME VICTIM LEAVE

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

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

EMERGENCY RESPONSE LEAVE

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

responded to the emergency.

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

PAID PARENTAL LEAVE

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

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

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

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

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

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

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

Parental Leave provides the following:

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

Leave Provisions:

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

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

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

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

NEW YORK STATE PAID FAMILY LEAVE

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

Eligibility:

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

Covered purposes:

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

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

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

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

Amount of leave:

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

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

Benefit level:

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

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

Employee notice:

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

Applying for paid family leave benefits:

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

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

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

accordance with the NYSPFL.

Retaliation and reinstatement:

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

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

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

Health insurance:

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

Payroll deductions:

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

Substitution of fully paid leave:

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

Interaction with disability benefits:

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

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

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

Compliance with all applicable laws:

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

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

Seasonal or temporary employee waiver:

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

FAMILY MEDICAL LEAVE ACT

Coverage Overview

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

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

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

Eligibility

To be eligible for FMLA leave and benefits, you:

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

Length of Eligibility Leave

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

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

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

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

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

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

Notice & Certification

The following requirements apply when requesting family medical leave.

Advanced Notice:

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

Certification:

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

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

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

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

Substitution of Paid Leave

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

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

Status of Benefits While on Leave

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

Intermittent & Reduced Schedule Leave

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

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

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

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

Leave During School Closings

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

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

Return to Work Certification

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

Restoration of Position and Benefits

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

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

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

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

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

Miscellaneous

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

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

If You Are Not Eligible for FMLA Leave

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

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

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

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

UNPAID PERSONAL LEAVE

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

REASONABLE ACCOMMODATIONS AND COOPERATIVE DIALOGUE POLICY

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

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

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

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

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

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

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

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

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

ACCOMMODATIONS FOR NURSING EMPLOYEES POLICY

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

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

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

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