



JOHN V. LINDSAY
WILDCAT
ACADEMY

CHARTER SCHOOL

PERSONNEL HANDBOOK

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INTRODUCTION

Welcome to the John V. Lindsay Wildcat Academy Charter School (“The JVL” or “School”). The JVL congratulates you on your decision to join with us. We trust that this decision will prove beneficial to you, the School and the families and students we serve. We want you to be informed about the many benefits and services provided to the employees of the JVL. **Where noted, employees who are part of a collective bargaining agreement should refer to the union contract.**

The information in this handbook is important to all staff and faculty at the JVL. Read the handbook now and keep it in a convenient place. You will want to refer to your handbook when you have questions about school policies and benefits. This handbook contains guidelines only and supersedes any prior policies, statements or handbooks. This document is informational only, it is not an attempt to provide a complete reference to the law, employee rights or the regulations of the State Education Department, or, if applicable, to the regulations of the Chancellor of the New York City Department of Education. If specific questions arise, we urge you to discuss those inquiries with the appropriate administrative staff. This handbook nor any other company guidelines, policies or practices create an employment contract or confer any contractual rights whatsoever. The JVL has the right, with or without notice, in an individual case or generally, to modify its interpretation of and/or change any of its guidelines, policies, practices, working conditions or benefits at any time. Many matters covered by this handbook also are described in separate official documents. These official documents always are controlling over any statement made in this handbook or by any supervisor or manager.

No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or agreement is in writing and signed by the CEO of the JVL. Employment with the JVL may be terminated at any time, with or without cause or reason by the employee or the JVL.

This School, as all charter schools in New York State, is subject to the provisions contained in both federal law and certain laws of the State of New York. Charter schools are bound by the same New York State health and safety, civil rights and student assessment requirements as other public schools. Additionally, the JVL is subject to the requirements of the compulsory education law and student performance standards adopted by the Board of Regents. From time to time the need will arise for the School to amend, modify, rescind, delete, supplement or add to the provisions of this handbook as law and regulations dictate. In addition, administrative policies may be made by the Board of Trustees of this School. These policies, within the School have the force of law and you are expected to be bound by these policies. Every effort will be made to keep you informed of all changes to law, regulation and policy. The CEO of the School will attempt to provide you with notification of any other changes as they occur.

The School will be bound by all of the provisions contained in the New York State Charter School Act and, if applicable, the regulations of the Chancellor of the New York City Department of Education and no policy contained in this handbook can be inconsistent with federal or applicable state law.

In 1998 New York State joined the majority of states with the adoption of the Charter School Act. New York's legislation is significantly different from other states legislation. Within New York State charter schools were established with the following criteria in mind;

“Charter schools put children before bureaucracy and innovation ahead of regulation. They strengthen public education, by creating alternatives to the existing system, giving parents real choices and creating a competitive atmosphere so all children can improve.”

In New York State charter schools have four distinguishing characteristics that should provide you with guidance regarding the objectives of this school and the State of New York:

- They are public schools, funded with public dollars and fully accountable to public oversight. In fact, accountability is so high that schools that fail to meet its stated goals for academic achievement and fiscal responsibility can be closed.
- They are created by parents, educators, or civic or community groups who can meet qualifications and agree to reach specified pupil achievement goals.
- They operate free from bureaucracy that frequently stifles innovation and cripples learning. Thus, they invite innovation while demanding results.
- They foster competition, which will improve education for all children.

We hope you enjoy the challenge of working at this school and we wish you great success in your future here.

MISSION AND VISION

The Board of Trustees believes strongly in the principles and practices identified in the mission and vision statement. The objectives of this school may only be realized when our faculty, staff and volunteers share the mission and vision.

Mission: John V. Lindsay Wildcat Academy Charter School provides students aged 16 – 21 with the personalized educational experiences they need to build successful futures by overcoming the economic, social and personal challenges that caused them to fail in other high schools.

Vision: John V. Lindsay Wildcat Academy Charter School touches individual lives by re-engaging students who have become disenfranchised with, and have dropped out of, traditional high schools, and enables them to obtain a high school diploma, pursue higher education and become productive members of society.

PRIMARY GOALS AND RESPONSIBILITIES OF FACULTY/STAFF

As an employee of the JVL your primary responsibility is for the health and safety of the students in your charge and any other students from the School when they are under your supervision. Always be alert to any safety hazard as to avoid even the appearance of a safety hazard, or poor supervision of students or inattentiveness to their needs.

Your next responsibility is the development of each student's potential (social-emotional, physical and intellectual) as well as the development of good work habits and positive attitudes.

The JVL encourages communication between parents, teachers and administrators. You are expected to be non-judgmental towards people with different life styles and towards families who are from different ethnic group and cultures, who have different goals and expectations for their children and themselves and who may be dealing with the issues of changing life styles and family patterns in different ways. Families are subject to different stresses and have varying capacities for tolerating stress and organizing their lives.

In addition, we all have a serious responsibility towards the School, its reputation, and its success educationally. For if we, as a School, should fail, or even become less effective, we would be letting down the children and parents who depend on us for assistance in raising their children.

Beyond all this we have a responsibility to society as an educational institution by helping young adults become caring people with high standards and goals, people who are well organized, wise and competent. You are in a unique position to help create a more compassionate generation. As Carl Sagan said, "the further evolution of the human race can only come through improved education at a young age and through extending children's intelligence and sense."

By creating a most carefully designed and equipped environment (social and physical environment) you can dedicate yourself to providing the most effective education ever for the students in your care.

RELATIONSHIPS WITH OUR SCHOOL COMMUNITY

It is important to realize that we exist because of the needs of our community to have an alternative approach and philosophy in the delivery of information to the students whom we serve. Impressions are constantly changed and formed by every contact parents have with us. Every time our parents hear or see anything having to do with the JVL, it strengthens or changes their perception of our School.

When our parents send us their children, they have great expectations and a very positive impression of our school and mission. It is up to each of us to fulfill these expectations and

build a lasting impression. We must consider the quality and professionalism in every aspect of what we do and say. Our reputation and commitment is our future.

EMPLOYMENT

EMPLOYEE PROFESSIONAL CONDUCT

The mission of the JVL requires that all involved in the School work and develop relationships of collegiality. It is reasonable to insist on a high degree of mutual, professional and personal respect and for a high level of mutual support.

We value teachers, staff and volunteers actively participating in discussions of decisions affecting them. The values diversity in perspectives leads to a deeper understanding of organizational reality and an enriched knowledge base for decision making. The School values employees resolving conflict in a healthy way that leads to stronger solutions for complex issues. We value employees reflecting on their own and others thinking in order to achieve better organizational decisions.

Genuine community requires respect for individual privacy. Among other things, this means, a high degree of attention to confidentiality. As individuals within the community we should share information about one another and our students on a judiciously defined need to know basis. If one needs to know something in order to carry out school responsibilities one should know it; otherwise the information should not be shared.

In this regard, the JVL emphasizes the extraordinary degree of care that employees (including volunteers) must take in maintaining the confidentiality of all School matters, including information about students and families as well as employees. Personnel and student's records may not be taken out of the office. Our obligation to maintain confidentiality requires that information not be released other than to the student's parents without the express written consent of the parent. This handbook will further address the confidentiality demanded of The JVL employees in subsequent sections.

EQUAL OPPORTUNITY EMPLOYER

The JVL is committed to equal employment opportunity. The School does not discriminate - on the basis of race, creed, color, religion, gender, sexual orientation, ancestry, alienage or citizenship status, national origin, age, disability or handicap, marital status, familial status, veteran status, arrest record or any other characteristic protected by applicable federal, state or local laws. This policy governs all aspects of employment at this School including recruitment, hiring, placement, training, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, compensation, employee benefits, discipline, and general treatment during employment.

We will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an

undue hardship on the operation of our business. If you believe you need assistance to perform your job duties because of a physical or mental condition, please let us know.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the CFO. We will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

No- HARASSMENT POLICY

The JVL is committed to providing an environment that is free from harassment and coercion, where all employees can work together comfortably and productively. Harassment is unacceptable under the law and will not be tolerated here. The JVL prohibits all types of harassment, including verbal harassment, based on an employee's sex, race, color, religion, national origin, ethnicity, age, physical or mental disability, sexual orientation or marital status or any other basis prohibited by federal, state or local law. This prohibition applies in your relationships with all other employees, students, parents and guardians, visitors, and guests.

Sexual Harassment

As sexual harassment raises issues about human interaction that are to some extent unique, the subject of sexual harassment is treated separately here. The JVL prohibits sexual harassment at any time of any employee, student, parent or guardian, visitor, guest, candidate for employment or other person visiting the School's premises.

Sexual harassment is a form of sex discrimination in violation of federal, state and local law. It includes unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails sexually motivated physical contact and other verbal or physical conduct when submission to such conduct is either explicitly or implicitly made a term or condition of employment or submission to or rejection of such conduct is used as the basis for employment decisions or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. All of the same applies in connection with the educational or commercial relationships within the JVL. You cannot be forced to submit to such conduct as a basis for any employment decision and the School will do its best to keep its workplace free of any conduct which creates an intimidating, hostile, or offensive work environment for you.

Sexual harassment applies to the conduct of a supervisor toward a subordinate, an employee toward another employee, a non-employee toward an employee or an employee toward an applicant for employment, student, parent or guardian, visitor, or guest. Sexual harassment can apply to conduct in any work-related setting outside the work place as well as at work. The acts underlying sexual harassment need not be sexual in nature or take the form of overt sexual advances. Sexual harassment may consist of intimidation and hostility directed to an individual because of sex or sexual orientation, explicit or degrading verbal, written or electronic comments of a sexual nature or persistent or unwelcome flirtation or requests for dates,

especially if the behavior continues after a clear objection has been made. It is not permissible for any the JVL employee to engage in any form of sexual harassment.

Other Harassment

Other prohibited harassment consists of verbal or physical conduct which degrades or shows hostility or aversion toward an individual even partly because of his/her race, color, religion/creed, gender, national origin, age, disability, citizenship, marital status or other prohibited basis and which interferes with the individual's work performance or creates an intimidating, hostile or offensive work environment does not belong in our workplace or in any work-related setting outside the workplace. The same prohibition applies in relationships to students, parents or guardians, visitors and guests. The JVL will not tolerate such behavior.

Complaint Procedure and Investigation

If an employee believes that he or she has been harassed by any School employee, student, vendor, client, or other school contact, the employee should immediately report the incident to the CFO. If the CFO is involved in the reported conduct, or for some reason the employee feels uncomfortable about making a report to the CFO, the employee should report directly to the CEO of the JVL. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

Any person who sees or hears about conduct that may constitute harassment under this policy should immediately contact the CFO.

Likewise, The JVL will not tolerate retaliation or reprisals of any type against any employee who complains of harassment or provides information in connection with any such complaint in good faith.

Investigation and Response

The School will fully investigate any report and will take whatever corrective action is deemed appropriate. Violation of this policy will result in disciplinary action, up to and including discharge.

All employees have a duty to cooperate in the School's investigation of alleged harassment. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, including termination.

The School will not retaliate, nor will it tolerate retaliation, against employees who complain in good faith about harassment in the School environment

Confidentiality

Confidentiality will be maintained to the extent possible, but cannot be guaranteed

Summary of Responsibilities

Employees

- To refrain from all conduct that might be considered discrimination or harassment.
- To report complaints to the CFO, who will treat such information with sensitivity to its confidential nature.
- To cooperate reasonably in any investigation conducted by the School or its agent.

Supervisors

- To maintain a workplace free of discrimination, harassment, and intimidation.
- To inform employees of the School's policy prohibiting discrimination and harassment and of their right to bring complaints of this nature, confidentiality, to Administration.
- To report all complaints of discrimination and harassment to Administration.
- To investigate promptly each complaint and, where the investigation confirms the allegation, to take appropriate corrective action, up to and including discharge.
- To be sensitive to the confidential nature of these matters and to the privacy of all parties involved in such complaints.
- To not retaliate against any employee for bringing a complaint.

Administration

- Education and training for employees at each level are critical to the success of the School's policy. Accordingly, Administration will ensure that all Supervisors and employees are apprised of the School's policy against discrimination and harassment and of their responsibilities hereunder. Further, the CFO or his/her designee will meet with employees during orientation upon their hire to review the Policy and the types of conduct prohibited.

EMPLOYMENT CLASSIFICATION

Each employee is categorized as full-time or part-time, as exempt or non-exempt as defined below:

General Definitions

- (a) Full-time Employees – Full-time, regular employees work a minimum 35 hours per week.
- (b) Part-time Employees – Part-time employees work 25 hours or less
- (c) Temporary employees – Employees hired for short-term periods, generally less than six (6) months.

The "exempt" category applies to faculty, certain administrative, professional and executive staff. The "non-exempt" category applies to all other employees. Pursuant to federal and state wage and hour laws, the exempt employees do not receive overtime pay.

Employees will be informed upon hire of their initial employment classification and status as exempt or non-exempt. If an employee changes position during his/her employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in his/her job classification.

INTRODUCTORY PERIOD

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding introductory period.

Unless otherwise provided by a contract, if you are newly hired employee or an employee promoted to assume new job responsibilities, you will work on an introductory basis for the first ninety days of employment after your date of hire or promotion. The Introductory period is intended to provide you the opportunity to demonstrate your ability to achieve a satisfactory level of performance and to determine whether the position meets your expectations. The JVL uses this period to evaluate your capabilities, work habits, interaction with staff, students and families and overall performance. When you complete your introductory period your performance will be evaluated and your immediate supervisor will notify you in writing whether your employment within this new position will continue. The JVL may end the employment relationship or your promotion to a new position at any time during or after the introductory period with or without cause and with or without advance notice.

Additionally, the JVL retains the right to extend the introductory period by virtue of a significant approved absence or if the introductory period did not allow sufficient time to evaluate your performance.

BENEFIT QUALIFYING PERIOD

You are eligible for JVL's employee benefits program on the first day of the month following 60 days of employment. Upon becoming eligible to participate in these plans, you will receive documents describing these benefits in greater detail.

SEPARATION (RESIGNATION AND TERMINATION)

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding resignation and termination policies.

Resignation Notice Requirement

Employees shall provide written notice prior to the date of resignation. The JVL believes that a two week notice is required to achieve appropriate transition. Should an employee terminate his or her appointment at the School by voluntarily discontinuing work during the academic year, the School will cease salary and benefit payments as of the date work was discontinued.

Termination

As an employee of the JVL you are an employee at will and therefore you may be terminated at any time with or without cause. The School will exercise this prerogative in the event that there has been a breach of any of the policies, laws, regulations or standards that the JVL is held accountable for. Instances requiring immediate termination will include, but not be limited to, corporal punishment, use or sale of narcotics, repeated poor performance, excessive absence, excessive lateness, failure to report child abuse, intoxication, demeaning conduct and attitude towards a student(s), employees, visitors or vendors, theft, fighting, abusive or foul language, insubordination, or any other conduct deemed inappropriate by the CEO.

In those instances where the employee has demonstrated deficiencies associated with administrative skills or performance, the employee is entitled, on at least one occasion, to an advisement in writing of the deficiencies and will be given an opportunity to cure the Administration's concerns.

Return of School Property

Upon termination or resignation, employees must return all keys, records, files, supplies, or any other school property.

UNAUTHORIZED ABSENCE

An employee is deemed to be on unauthorized leave at such time and on such occasions as the employee may absent himself/herself from required duties. This would cover nonperformance, unauthorized use of sick leave, unauthorized use of other leave benefits, nonattendance at required meetings and failure to perform supervisory functions at school-sponsored activities.

An employee who is absent for a period of at least three days without notifying their supervisor will be considered to have resigned without giving the required two-week notice, with such resignation effective on the initial date of absence. The CEO will make the determination of unauthorized absence.

Absence is considered excessive when the number of days out is greater than the number of months transpired in the term. Employees deemed to have excessive absences will be notified orally and in writing by their immediate supervisor, Principal or CEO/Principal. Continued excessive absences may contribute to an unsatisfactory rating and could result in disciplinary procedures including termination of employment.

Verification of Absence

The CEO shall require a physician's note or other verification as to an employee's claimed reason for absence when the employee is absent three consecutive days or in any situation in which it is believed that no valid grounds exist for the staff member's claim for absence. Such doctor's note or verification shall be made within five working days of absence and provided to the CFO. Medical documentation is required to use days in CAR.

PERSONNEL RECORDS AND FILES

The JVL maintains personnel files which include information such as your job application, resume, offer letters, contracts, benefit forms, work history salaries, vacation and sick days, employee evaluations and correspondence concerning discipline. In accordance with the American's with Disabilities Act, the JVL keeps your medical records in a file separate from your personnel file.

Personnel and medical files are the property of the JVL and access to the information is restricted. In addition to you, the only persons allowed to review your files are supervisors that may have a legitimate reason to do so. If you wish to review your own personnel or medical file, contact the CFO. With reasonable advance notice you may review your own personnel or medical file in the JVL offices and in the presence of an individual appointed by the CEO to maintain the files. You have the right to copy information and to submit a written statement to your file. Cost of photocopies is the responsibility of the employee.

It is your responsibility to immediately notify the CFO, in writing, of any changes in personal data such as;

- Home address
- Home telephone number and, if available cell phone number,
- Number of dependents
- Name of individual to notify in case of an emergency
- Change in marital status
- Change in alien status
- Military status

Failure to report the correct information may adversely affect the benefits to which you are entitled. Providing false information may result in disciplinary action, including termination of your employment.

The JVL will not release any information about you to external sources other than dates of employment and job title, except where such release is required or authorized by law or otherwise authorized by you. If you wish to have the CFO provide information to any particular company or individual, you must provide a written release.

NEPOTISM

The JVL reserves the right to not hire or retain relatives of employees if it determines that hiring or retaining a relative may or does create problems of supervision, security, moral or conflicts of interest. Additionally, relatives will not be permitted to work in a direct supervisory or reporting relationship. Although not required to do so, the School will attempt to provide alternative employment within the School for relatives who are affected by the policy stated in this paragraph.

For purposes of this policy, the JVL defines relatives as spouses, domestic partners, parents, children, step-children, siblings, in-laws, step-parents, brothers, or sisters, and step-children. For purposes of this policy, relative also includes individuals who are not legally related but who reside with other employees.

CONFLICTS OF INTEREST

It is imperative that the JVL, both in reality and in perception be deemed to operate solely in the best interests of the students it serves. Any taint to its reputation will significantly impact on the mission of the school. As an employee of the JVL you are to be ever mindful of the need to conduct yourself both in and outside of the school in a manner that will not bring criticism to yourself and to the school.

You have an obligation to conduct your affairs within guidelines that prohibit actual or potential conflicts of interest. And actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you, for a relative or for anyone else who has a close personal relationship with you as a result of the JVL business dealings. For the purpose of this policy, a relative or a person with a close personal relationship is any person who is related by blood or marriage, or whose relationship with you is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with an outside firm or vendor. However, if you have any influence on transactions involving purchases, contracts, or supplies it is imperative that you disclose that relationship to the CEO immediately so that safeguards can be established to protect all parties.

Personal gain may result in instances where you or your relative or one with a close personal relationship has a significant ownership in the vendor or firm with which the JVL does business. As noted elsewhere, accepting a gift from a vendor or business doing business with the JVL is prohibited.

In order to properly assess and avoid conflicts of interest, all employees will be asked at the time of his/her hire to disclose in writing, any other employment, self-employment, consulting, volunteer or board membership activities in which they engage or plan to engage in at the time of employment with the JVL. Throughout the course of employment, any additional activities of the same nature, not reported at the time of hire, must be reported to the CEO prior to entering into those arrangements. Where a conflict of interest exists, the employee will be notified and required to cease such activity, or refrain from initiating the activity during the time of their employment with the JVL.

VISITORS IN THE WORKPLACE

To maintain safety and security, only authorized visitors are allowed in the JVL. We request that no visitors (children, parents, spouse, or friends) come to the School without official prior

approval from the CEO. Unless staff has planned visits in their schedules; the presence of visitors may negatively reflect on classroom activities causing unwarranted disruption and possibly diminish productivity.

All visitors are required to provide photo identification and sign in with the receptionist.

WORKING HOURS

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding work day hours.

The regular “work week” consists of 35 hours and begins at 12:01 am Monday and ends at midnight the following Sunday. A “work day” consists of 7 working hours and one hour for lunch. The usual work day is 9:00 am – 5:00 pm Monday through Friday with an unpaid sixty minute lunch break.

All employees are expected to work the established work week hours as determined by their supervisor. Employees are expected to arrive promptly in accordance with established hours as arranged by your supervisor. Employees must report absences or delayed arrival to their supervisor as soon as possible.

Employees who need to engage in personal business during the work day who would like to do it during a break period or at lunch time must receive prior approval from their immediate supervisor.

TIME RECORDING

In order to receive compensation for time worked at the JVL, **all** employees are required to record time each day pursuant to the policy in effect at the time. Employees are not permitted to clock in/out or sign in/out for one another.

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

LATENESS

All faculty and staff members are expected to be on time. All faculty and staff members should anticipate possible transportation delays and adjust their schedules accordingly. Transportation delays will only be authorized under extraordinary circumstances. Living a significant distance from the school is not an excuse for lateness nor is inclement weather, especially when it can be anticipated.

You are considered both “late” and “fractionally absent” if you do not report to class or work on time.

Lateness is cumulative and will result in loss of time from CAR (employees who are members of a collective bargaining agreement) or accrued unused sick leave (employees who are not members of a collective bargaining agreement.).

Employees who are members of a collective bargaining agreement are subject to the following:

If the fractional absence is approved by the Principal for personal business or for illness, then the teachers’ CAR is reduced. If the aggregate of fractional absences is more than 3 hours and 20 minutes during a school year, then one day is deducted from the CAR balance and for each 6 hours an additional day is deducted. If the balance in CAR is not sufficient to cover the fractional absences, then there is a salary deduction.

If the fractional absence is approved as non-attendance, there is no salary deduction or CAR deduction.

If the fractional absence is not approved for personal business (e.g., the employee’s business could have been conducted after work hours), or illness or non-attendance (e.g., an employee attended a graduation of a non-relative), then the following rules apply: (1) if the aggregate of fractional absences during a school year is 30 minutes or less, then there is no salary deduction but such absences are recorded as lateness; and (2) if the aggregate of fractional absences is greater than 30 minutes, then the employee’s salary shall have the appropriate salary deductions. (Source: Chancellor’s Regulation C-601)

Employees who are not members of a collective bargaining agreement are subject to the following:

If the fractional absence or lateness during a work day is 14 minutes or less, then there is no deduction to accrued unused sick leave. If the fractional absence or lateness during a work day is greater than 14 minutes, then the employee’s salary shall have the appropriate deductions to accrued unused sick leave. Excessive fractional absence or lateness could result in unsatisfactory rating and may contribute to disciplinary procedures including termination of employment.

OVERTIME

Overtime work must be pre-approved in writing by the CEO prior to any overtime work. Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour requirements. Overtime consists of hours worked in a given work week over forty hours with the prior approval of the CEO. As a non-exempt employee, you will be compensated at 1 ½ times your regular rate of pay for work that is in excess of 40 hours in a workweek.

TIME AND ATTENDANCE

PAY PERIODS

Pay periods are bi-weekly; the pay period is from Monday up to and including the preceding Friday. The CFO will provide specific pay dates each calendar year. All employees are subject to a lag payroll equal to one pay period.

Paychecks - Eligible employees have the option to have their pay directly deposited into their checking, savings account or debit card:

- Employees must complete the necessary paperwork at the main office in order to use Direct Deposit or Debit Card.
- On payday, employees can access and view their pay history by typing www.paychoiceonline.com/basicpay.
- Contact the Bookkeeper/Office Assistant for Direct Deposit eligibility requirements.
- If you wish to have your paycheck, pay stub, or debit card released to another individual, you can provide a written statement authorizing release of your paycheck, pay stub or debit card to a named individual and affected pay date(s).

In the event of a lost paycheck, the Senior Accountant must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the CFO or his/her designee identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check within 24 hours.

PAID DEDUCTIONS AND GARNISHMENTS

The only deductions from your paycheck are those required by law or authorized in writing by you. Your check stub identifies each deduction and should be kept as a permanent record.

Paid deductions may also be taken by the JVL in response to a garnishment notice received from a court or other legal authority.

SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the JVL. This salary will be established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons,
- Full day absences for sickness or disability,

Full day disciplinary suspensions for infractions of our written policies and procedures,
Family and Medical Leave absences (either full or partial day absences),
To offset amounts received as payment for jury and witness fees or military pay, or
The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 403(b) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

Partial day absences for personal reasons, sickness or disability,

Your absence on the day before or after a paid holiday or because the facility is closed on a scheduled work day,

Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work, or

Any other deductions prohibited by state or federal law.

However, it is not an improper deduction to reduce an employee's accrued paid time off for full or fractional (partial day) absences for personal reasons, sickness, disability, or lateness. If the aggregate of fractional absences is greater than 15 minutes, then the employee's salary shall have the appropriate salary deductions to accrued unused sick leave or CAR.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the CFO.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the JVL will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the JVL's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

BENEFITS: PAID LEAVE

The next few pages contain a brief outline of the benefits programs the JVL provides for eligible employees who are not part of a collective bargaining agreement and their family. Employees who are part of a collective bargaining agreement should consult the union contract.

The descriptions of the insurance benefits merely highlight certain aspects of the Company's plans for your general information only. The provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPD's") (which may be revised from time to time) for the plans. Additionally, the official plan documents are available for your review upon your request from management. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPD's.

Further, the School (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the School intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason. If you have any questions regarding your benefits, please contact the CFO. Your Supervisor is also available to respond to your questions.

SCHOOL CALENDAR AND HOLIDAY LEAVE

Each year the CFO, in consultation with the CEO, will establish a School Calendar that complies with the New York State Education Law relating to compulsory attendance. The JVL has discretion with regard to the dates of attendance; however, in most instances the School will follow the calendar established by the New York City Department of Education. The School will be closed on all legal holidays. The School Calendar should be consulted for other dates that the School is closed. Eligible employees will be paid for legal holidays.

WEATHER DAYS AND OTHER CLOSINGS

The School may be closed due to inclement weather or other situations. An orderly process for notification of public media outlets and, if practical, policies shall be developed and implemented if necessary. At the discretion of the CEO, any classroom days lost to closure due to inclement weather or other reasons may be made up by adding an equal number of days to what was scheduled to be the end of the school year.

BEREAVEMENT

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding bereavement leave.

Bereavement leave is available as follows if you have been employed by the JVL continuously for ninety days or more. If you suffer the loss of an immediate family member you will be entitled to bereavement pay for up to three consecutive days. One day bereavement pay is provided if you suffer the loss of an extended family member. You should notify your supervisor as soon as possible for the reason for and expected length of your absence. You may be granted additional time without pay or you may use earned unused sick days for additional bereavement leave. For the purposes of this policy, “immediate family member” means a spouse, domestic partner, child, sibling, parent or grandparent of the employee and “extended family member” means an aunt, uncle, cousin, niece and nephew of the employee. In administering this policy, the School may require verification of death.

SICK LEAVE

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding allowable sick leave and CAR days and use.

Part-time employees - In accordance with New York City's Earned Sick Time Act (Paid Sick Leave Law), a JVL employee who is hired to work more than 80 hours a calendar year and classified as part-time employee will accrue sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of sick leave per calendar year.

Full-time employees – You are entitled for 12 paid sick days per calendar year. The rate of accrual is 7 hours per month per calendar year. Full-time employees returning from MLOA and are on reduced work schedule will accrue sick days pro-rata.

For the purposes of this policy, “Calendar Year” means school year and is defined as September to August.

Unless otherwise provided for or as approved by the CEO, sick leave is to be used by employees in accordance with the following provisions:

- You can begin using sick leave 120 days after you begin employment.
- You have a mental or physical illness, injury, or health condition; you need to get a medical diagnosis, care, or treatment of your mental or physical illness, injury or condition; you need to get preventive medical care.
- You must care for 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.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.
- The law recognizes the following as “family members”: child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner, and sibling (including a half, adopted, or step sibling)

- Paid sick leave shall be used in minimum increments of one quarter hour.
- Misuse of sick leave is cause for termination of employment.
- Unused sick leave is accumulated and carried forward from one school year to the next.
- Accumulated unused sick leave will not be paid to employees upon termination of employment.

All staff and faculty are required to personally call their immediate supervisor or the Principal by 8:00 a.m. on the day of illness, if possible, or as soon thereafter as is reasonable. Staff and Faculty should not send an email or text message notice of absence.

When possible, such as in the event of foreseeable extended illnesses and planned medical procedures, advance notice of the use of Sick Leave should be given to the CEO and CFO.

MILITARY DUTY

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding military leave.

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide your supervisor with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask your supervisor for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give your supervisor as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

LACTATION

Employees who are nursing are provided with break time to express breast milk for up to 3 years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

BLOOD DONATION

Employees who work an average of at least 20 hours per week are eligible for up to 3 hours of unpaid leave in any 12-month period for donating blood. Employees must provide advance notice of at least 3 working days of their intention to avail themselves of this leave, except in emergency situations. Employees may use accrued paid time off for this purpose.

WORKERS COMPENSATION AND SHORT-TERM DISABILITY BENEFITS

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding workers compensation and short-term disability benefits.

Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy, which is paid for by the School. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Report all injuries, no matter how slight, to management as soon as possible. You must file your claim forms promptly in order for your claim to be processed and School records to be prepared properly. Failure to follow School procedures may affect your ability to receive Workers Compensation benefits.

Employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries.

Workers' Compensation and Short-Term Disability are solely monetary benefits and not leaves of absence.

VACATION LEAVE

Regular full-time employees who are not members of a collective bargaining agreement are eligible to earn and use vacation leave as described in this policy.

The amount of paid vacation leave employees receive each school year is based on hire date, employee category and length of regular full-time employment as shown in the below schedule. Vacation leave benefits are calculated for each employee at the beginning of each school year and accrued on a monthly basis equivalent to number of days allowed. The “school year” is the 12-month period beginning in September.

Employees may not carry unused earned vacation leave forward to the next school year without the written approval of the CEO. Unused vacation time will be lost and is not subject to any compensation or reimbursement. Any exception to this policy requires the written approval of the CEO and hours carried over must be used in the first half of the next school year.

Upon termination of employment, employees will be paid for unused vacation time that has been earned for the “school year” through the last day of work.

Date of Hire	Group	Service Years	*Maximum Vacation Days	Accrual Rate
<i>Prior to 9/01/2007</i>	G1	0 – 15 years of service	20 days	11.67 hours per month
	G2	16 plus years of service	25 days	14.58 hours per month
<i>After 8/31/2007</i>	A1	0 – 5 years of service	15 days	8.75 hours per month
	A2	6 – 15 years of service	20 days	11.67 hours per month
	A3	16 plus years of service	25 days	14.58 hours per month

*This is the maximum number of days you can carry at any time. An extension may be granted with the approval of the Chief Executive Officer.

FAMILY MEDICAL LEAVE

Note you may be subject to special rules applicable to employees of schools.

BASIC LEAVE ENTITLEMENT

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in the outpatient status; or is on the temporary disability retired list.

BENEFITS AND PROTECTIONS

During FMLA leave, the School must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

After an employee has exhausted his/her allowable FMLA coverage he/she may be eligible for continuation of benefits under federal COBRA and/or NY State Continuation Coverage if he/she meets the requirements of federal COBRA and/or NY State Continuation Coverage eligibility.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

ELIGIBILITY REQUIREMENTS

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

USE OF LEAVE

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must take reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

SUBSTITUTION OF PAID LEAVE FOR UNPAID LEAVE

Employees may choose or the School may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the School's normal paid leave policies.

EMPLOYEE RESPONSIBILITIES

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the School's normal call-in procedures.

Employees must provide sufficient information for the School to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must inform the School if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

EMPLOYER’S RESPONSIBILITIES

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

UNLAWFUL ACTS BY EMPLOYERS

FMLA makes it unlawful for any employers to:

Interference with, restrain or deny the exercise of any right provided under FMLA;

Discharge or discrimination against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

JURY DUTY AND WITNESS SUBPOENAS

All employees will be allowed time off when summoned for jury duty. The JVL will pay full-time employees (and reduced-time or part-time employees if their hours cannot be rearranged to avoid loss of work time) for the difference between jury duty pay and normal straight-time pay, up to a maximum of two weeks (10 workdays) for actual time served on jury duty unless further required payments required by law. You are required to report to work whenever you are excused by the court.

You must report your anticipated jury duty to your supervisor immediately upon receipt of the summons. The JVL encourages you to fulfill your civic responsibility to serve jury duty, however, the JVL may ask you to request an excuse from jury duty if, in the School’s judgment, your absence would create serious operational difficulties. Note that New York State generally grants one request for postponement of jury duty. Therefore, if a teacher or member of the administrative staff is called to jury duty for the first time during a school year, he or she is urged to reschedule jury duty for a “school” vacation or for the summer.

You will continue to earn all benefits and, if applicable, vacation and Annual Leave during jury duty leave.

Upon completion of jury duty service, you must provide a copy of your "Completion of Jury Duty" notice to the CFO.

If you receive a duly issued subpoena to appear as a witness during work time, immediately notify the CFO. All subpoenas involving possible testimony about the JVL, and your employment at the JVL, must also be immediately reported to the CFO. The party issuing the subpoena is responsible to compensate you for appropriate witness fees and for your absence from work and the JVL will not pay you for hours/days not worked.

BENEFITS: INSURANCE AND HEALTH

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding group health, dental, life and other benefits.

Eligible employees may participate in the School's health insurance, dental insurance, life insurance, and disability insurance programs after 60 days of employment. The eligible employee may elect a medical and dental plan on the first day of the month following 60 days of employment. Upon becoming eligible to participate in these plans, you will receive documents describing these benefits in greater detail. Please refer to these documents for detailed plan information.

MEDICAL INSURANCE

The CFO in conjunction with the CEO will select a medical insurance plan, which may include more than one option of provider or provider networks that the School will provide to each full-time regular employee. Employee co-payment for health care coverage may be required, and will vary depending upon the level of coverage selected by the employee (individual; individual plus spouse; family; etc.). If employee contributions for health care coverage are required, it will be automatically withheld from employee paychecks, in an amount in accordance with a schedule maintained by the CFO.

DENTAL INSURANCE

The CFO in conjunction with the CEO will select a dental insurance plan that the School will provide to each employee. Employee co-payment for dental insurance may be required, and will vary depending upon the level of coverage selected by the employee (individual; individual plus spouse; family, etc.). If employee contributions for dental insurance are required, it will be automatically withheld from employee paychecks, in an amount in accordance with a schedule maintained by the CFO.

LIFE INSURANCE

The CFO in conjunction with the CEO will select life insurance policies that the School will provide to each employee, in an amount and of a type determined by the CEO and in accordance with applicable law.

DISABILITY INSURANCE

The CFO in conjunction with the CEO will select statutory NYSDBL, short-term disability and long-term disability insurance policies that the School will provide to each employee, in an amount and of a type determined by the CEO and in accordance with applicable law.

DECLINATION OF INSURANCE BENEFITS

Any employee who wishes not accept any of the insurance benefits offered by the school is required to submit such a request in writing to the CFO or his or her designee.

RESERVATION OF RIGHTS

This School reserves the right to alter the benefits package made available to employees at any time, consistent with all applicable laws. Each employee will be notified of any alternation in the benefits package.

BENEFITS: OTHER

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding group health, dental, life and other benefits.

DEFERRED COMPENSATION

The JVL offers a deferred compensation (403(b)) program to employees who are not eligible to join the Teachers Retirement System. Under such program, employees may opt to defer a portion of their current gross pay, having that portion of pay invested in accordance with applicable federal and state guidelines governing deferred compensation programs and with procedures established by the CFO.

Employees may join the deferred compensation program on the first day of the month following first date of employment, and the amount of income to be deferred must be the same for each pay period throughout the school year. Employees may opt out of the program at any time, subject to sufficient notification to the CFO or his or her designee.

In accordance with federal guidelines, employees are subject to a maximum limit per year on deferred compensation. Employees shall take every reasonable precaution to ensure that the per-paycheck amount of income requested to be deferred will not cause such limits to be exceeded in any given year.

UNEMPLOYMENT COMPENSATION

This School contributes to the Unemployment Compensation plan administered by the State of New York.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) was passed in 1986. The law amended the Employee Retirement Income Security Act (ERISA), the Internal Revenue Code and the Public Health Service Act to provide continuation of group health coverage that otherwise would be terminated for individuals who fall into one of the following categories who are retirees, spouses or dependent children. The law gives them the right to temporary continuation of health coverage at group rates. This coverage, however, is only available in specific instances. Group health coverage for COBRA participants is usually more expensive than health coverage for active employees, since usually the employer formerly paid a part of the premium. It is ordinarily less expensive, though, than individual health coverage.

EVALUATIONS AND PROBLEM SOLVING PROCEDURES

Employees who are members of a collective bargaining agreement should consult the Union Contract in force regarding group health, dental, life and other benefits.

EVALUATIONS

Performance/Job Requirements and Evaluations

As a new employee, your job performance will be reviewed by your Supervisor at the end of your introductory period. After this initial review, you will generally receive a performance evaluation once a year. These evaluations provide both you and your supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss purposeful approaches for meeting goals. Your evaluation will be in writing.

After your supervisor discusses the evaluation with you, you will be asked to sign the evaluation form to acknowledge having reviewed it. You should feel free to comment on any statement that you do not understand or with which you disagree. In addition to any discussion you wish to have, you should put such comments in writing and submit them to your supervisor.

Your evaluation, together with your written comments, becomes a part of your personnel file and may have a bearing on any personnel decisions involving you.

As part of the evaluation process, each staff member may be asked to participate in a self-study analysis. This document will assist the individual employee in her/his development.

The Board of Trustees of the JVL, its administrators, faculty and staff understand and appreciate that employment is directly associated with the budget process and enrollment. Therefore, while there is no expectation of employment from one school year to the next, employment advisements will be provided to current staff members no later than April 15 of the current school year.

Position descriptions will be reviewed annually for accuracy at the time of the performance evaluation and will be updated if necessary. Position descriptions and titles are approved by the Board of Trustees. Staff members are required to sign their performance evaluation in acknowledgement of having seen and reviewed its contents with his/her supervisor.

PROBLEM/CONFLICT RESOLUTIONS

In the event of a problem or dispute with other personnel, students, or parents, an employee may submit a complaint following a process such as the one described below. The JVL uses the following process for resolving issues:

1. The employee will make a good faith effort to work with the immediate supervisor to resolve the conflict. This effort will consist of problem identification, possible solutions, selection of

resolution, process for implementation of resolution, and scheduling a follow-up. In the event that the complaint involves the immediate supervisor, the employee will work with that individual's supervisor.

2. If the issue is not resolved after a good faith attempt as outlined above, the employee may submit a complaint in writing to the CFO.

HR POLICY

CONFIDENTIALITY

During your employment at the School, you may learn or work with and be entrusted with confidential and/or privileged information about fellow employees, administrators, school parents, students or applicants. You must exercise the highest degree of care not to disclose any such information, even inadvertently, to any unauthorized person in or outside of the JVL. You may not disclose any confidential or privileged information except to persons specifically designated in advance and in writing by the CEO.

Confidential information includes but is not limited to

- Student records
- Financial information
- Personnel records
- Payroll records
- Computer programs, codes, processes and passwords
- Personnel information regarding school parents and students

No employee shall publish, disclose, or use, or authorize anyone else to publish, disclose, or use, or in any way cause to be published, disclosed, or used, any private or proprietary information which such employee may in any way acquire, learn, develop, or create by reason of employment with this school, unless otherwise provided by the CEO. Any document or other material containing such information is required to be returned to the CEO upon an employee's termination or resignation.

If you believe confidential information must be disclosed to a third party you should consult with the CEO or CFO prior to the disclosure. There is no excuse for the disclosure of confidential information. Failure to follow this policy will result in disciplinary action.

Your obligations under this policy continue after your termination of employment.

PERSONNEL INQUIRES

No one in this School other than the Board of Trustees, CEO, CFO or a designee is authorized to respond either verbally or in writing to personnel inquiries of any type about any employee of this school. Any inquiries should be directed to the CFO.

BAN ON ACCEPTANCE OF GIFTS

The CEO and school employees are not permitted, in accordance with the Conflict of Interest Provision contained in this handbook to accept gifts of any kind of a value exceeding fifty dollars (\$50.00) – including but not limited to money, goods, food, entertainment, or services – directly or indirectly from:

- Individuals, schools, or companies serving as vendors or potential vendors for this school;
- Elected officials or their representatives;
- Candidates for public office or their representatives; or

- Political party officials or their representatives.

The CEO, including in instances where such gifts intended for and will be used by the School, may make exceptions. Offers of such gifts in excess of \$50.00, even when refused, must be communicated immediately by the employee receiving such an offer to the CEO.

PERSONAL APPEARANCE/DRESS CODE

All staff members are required to dress in a professional manner.

The properly groomed and attired employee helps to create a favorable image for the JVL. You are expected to groom and dress in a manner that is normally acceptable for employees of a school. If you report to work improperly dressed or groomed, your supervisor, at his or her discretion, may instruct you to return home, you will be docked for time spent in transit, to change clothes.

Shorts, tank tops, tee shirts, flip-flops, and sneakers are prohibited at all times. Blue jeans are prohibited during business hours except on Friday where employees may wear blue jeans only when paired with a JVL Wildcat top. Heavily scented colognes, perfumes or other after shave lotions may be offensive to others or cause allergic reactions and are not acceptable at the JVL. Exceptions may be granted for health issues that are documented by a medical practitioner's note.

Refer to Summer Policy for appropriate dress code during summer months.

SOLICITATION

Solicitation and Distribution of Literature

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged in performing his/her work tasks for the Company. Solicitation by non-employees is not permitted on premises at any time.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the School is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

VIOLENCE IN THE WORKPLACE

The JVL is committed to preventing workplace violence. Given the increasing violence in society in general, the JVL has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. You are expected to refrain from fighting, rowdy behavior, or other conduct that may be dangerous to others. You may not bring firearms, weapons, or other dangerous or hazardous devices or substances onto the premises of the JVL.

The JVL will not tolerate conduct that threatens, intimidates, or coerces another employee, a student, visitor, guest, or candidate for employment. This prohibition includes all acts of harassment, including harassment that is based on an individual's gender, race, age, or any characteristic protected by federal, state, or local law. (See the JVL No Harassment Policy)

You must immediately report violence and threats of violence, both direct and indirect, to a supervisor. This includes threats by employees, students, or visitors. Reports should be as specific and detailed as possible.

The JVL will promptly and thoroughly investigate all reports of violence or threats of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation the JVL may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for acts or threats of violence or other conduct in violation of these guidelines will be subject to disciplinary action up to and including termination of employment.

Employees should bring their disputes or differences with other employees to the attention of their supervisors, the CEO or the CFO, before the situation escalates into potential violence. The JVL is eager to assist in the resolution of employee disputes, and will not discipline you for raising such concerns.

CODE OF ETHICS AND STANDARDS OF CONDUCT

You are responsible for observing certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what is expected.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of unacceptable conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to harm to others or to damage of employer-owned property
- Insubordination or other disrespectful conduct (including refusal to follow your supervisor's lawful directives)
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment

- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or while at work outside the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Some of the unacceptable forms of behavior are separately discussed in more detail elsewhere in this handbook. Other misconduct will be evaluated based on the specific facts and circumstances.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

The JVL has a vital interest in insuring safe, healthful and efficient working conditions for our employees. We have established, as a condition of employment and continued employment, the following drug-free workplace policy.

To maintain a safe, efficient, and alcohol/drug-free work environment, drug and/or alcohol testing may be required if the School has a reasonable suspicion you are under the influence of alcohol or drugs in violation of this guideline. The results of any test conducted under this guideline will be treated in a confidential manner.

DRUG-FREE WORKPLACE POLICY

Prohibition against unlawful presence of controlled substances in the workplace.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on our premises or while engaged in the School's activities is strictly prohibited.

Notification of Workplace Drug Conviction.

You must notify the CFO of any criminal drug statute conviction for a violation occurring within the workplace within five (5) days of such conviction.

Compliance as a Condition of Employment.

All employees are hereby advised that full compliance with the foregoing policies shall be a condition of employment at the JVL.

Sanctions for Violation of Drug-Free Workplace Policy.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

Required Participation in Drug Rehabilitation.

In the discretion of the School, any employee who violates our drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the JVL's satisfaction in an approved drug assistance or rehabilitation program.

The School maintains a policy of non-discrimination and will endeavor to make reasonable accommodation to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions.

DRUG-FREE AWARENESS PROGRAM

In order to maintain a drug-free workplace, the Company has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy.

USE OF FACILITIES AND EQUIPMENT

Computer, Electronic and Voice Mail

This policy establishes rules governing employee use of the School's computer network, and options for electronic mail ("e-mail") and telephone message handling ("voicemail") services and Internet access. The JVL has developed these rules to ensure that everyone understands how these options function and the limits which properly apply.

JVL equipment may include but is not limited to phone system, workstations, laptops, servers, peripheral devices and network devices such as routers, patch panels and switches are provided for business purposes. You may receive necessary and appropriate personal messages on your office voicemail and/or through office e-mail, if limited personal use does not affect job performance. All communications and information transmitted by, received from, or stored in these systems are School records and property of the JVL. You have no right of personal privacy in any matter stored in, created, received, or sent over the JVL computer, email, internet, or voicemail system.

The JVL at all times retains the right, without notice, to search all directories, indices, diskettes, files, databases, e-mail messages, voicemail messages, Internet access logs and any other electronic transmissions contained in or used in conjunction with the School's computer, e-mail, voicemail and Internet access systems and equipment.

Computer, e-mail and voicemail messages you delete or erase may remain stored in the JVL computer server or telephone system. By placing information on the JVL computer system, you give the School the right to edit, delete, copy, republish and distribute such information.

The JVL Harassment Prevention Policy and the JVL Policy with respect to Confidential Information apply to all forms of communication including written, e-mail and voicemail.

No unauthorized equipment may connect to JVL network resources. This includes use of employees' personal computers, equipment owned by sales representatives, consultants, and/or other visiting professionals. Employees must only use JVL computing equipment on the JVL network.

All the JVL systems require users to identify themselves with a user ID and password to obtain network access. Unauthorized use of systems without making this identification or by bypassing this process is a violation of the JVL policy. You should make every effort to safeguard your password.

Sharing your network access with other users is strictly prohibited.

If the School provides you access to an Internet service such as web-browsing, such access is only for business use. This restriction includes any Internet service which is accessed on or from the JVL premises using the JVL computer equipment or via the JVL-paid access methods and/or used in a manner that identifies you with the JVL. Very limited or incidental use of Internet services for personal, non-business purposes is acceptable. However, personal use must be infrequent and must not:

- Involve any prohibited activity (see Prohibited Activities);
- Interfere with your productivity or the productivity of your co-workers;
- Consume system resources or storage capacity on an ongoing basis; or
- Involve large file transfers or otherwise deplete system resources available for business purposes

Note: Employees must take the necessary anti-virus precautions before downloading or copying any file. If you become aware of any potential virus, notify your supervisor immediately.

The following guidelines have been established to help ensure responsible and productive Internet usage and you are strictly prohibited from using the JVL-provided computer, e-mail, voice-mail and Internet access services in a manner contrary to the following ("Prohibited Activities"):

- All Internet data composed, transmitted, or received is subject to disclosure to law enforcement or third parties. Therefore all information must be accurate, appropriate, ethical and lawful.
- Data composed, transmitted, accessed, or received must not contain content that could be considered discriminatory, offensive, pornographic, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religion or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law. Sending uninvited e-mail of a personal nature is also prohibited.
- The unauthorized use, installation, copying, receipt or distribution of copyrighted, trademarked, or patented material is prohibited.

- The deliberate alteration of system files or accessing any restricted files of the JVL is prohibited as is the use of the JVL computer resources to create or propagate computer viruses, cause damage to the JVL computer files or to disrupt computer services.
- Making changes to computer configurations without permission from the Technology office is strictly prohibited and is a violation of the JVL policy. Prohibited changes to computer configurations include, but are not limited to, installing software, modifying the operating system or installed applications, adding additional hardware or moving computer systems from their assigned locations.

The JVL purchases and licenses use of various computer software for business purposes only and does not own the copyright to this software or its related documentation and therefore The School does not have the right to reproduce such software for use except as expressly provided in the license or purchase agreement. The JVL expressly prohibits the illegal duplication of software and its related documentation.

As an employee, you should not expect privacy with respect to any of your activities using the JVL - provided e-mail, voice-mail or Internet access or services. As stated above, the JVL reserves the right to review or otherwise monitor any files, messages, or communications sent, received or stored in the JVL computer or telephone systems.

If you violate this policy, you are subject to discipline, up to and including termination of employment. If you use the JVL computer system for defamatory, illegal or fraudulent purposes, you may also be subject to civil liability and criminal prosecution.

Use of the Phone, Copiers and Mail Systems

The JVL' phones are provided for business use. Personal calls to and from the JVL are to be held to a minimum. You must charge any personal toll calls/long distance to your home phone or to a phone card.

You may not use photocopiers for personal purposes and you may not photocopy copyrighted materials without prior authorization.

You may not use the JVL postage meters and fax machines for personal use. You should not receive personal mail at the JVL.

SMOKING

The New York State Education Law, Section 409 prohibits tobacco use on school grounds. "School grounds" means any building, structure and surroundings outdoor grounds contained within a public or private pre-school, nursery school, elementary or secondary school. In the interest of safety and health the JVL endorses and incorporates this prohibition. The School will not allow any form of retaliation against employees who report an alleged violation of this policy in good faith.

OSHA AND RIGHT-TO-KNOW

Safety & Security

Consistent with federal OSHA requirements and to protect the well-being of employees, the JVL recognizes a need to limit the potential harmful effects of occupational exposure to blood and other potentially infectious bodily fluids where exposure to these materials (primarily hepatitis B and human immunodeficiency virus (HIV/AIDS)) could result in infection, illness or death of employees. The Health Safety policy covers all the JVL employees but particularly those who may reasonably anticipate coming into contact with these materials as a result of their job duties. If your job duties may put you into this category, the JVL will provide you with appropriate information.

The New York State Right-to-Know law gives you the rights to find out what toxic substances are present in your workplace – in this case the JVL. This law covers New York State public sector employees including former employees who were employed after December 1980.

By law, we are obligated to inform you of all substances known to be present in any compound or mixture, if they comprise 1% or more by weight of the compound or mixture hazardous. Upon written request, we will provide you with any information regarding any substances we use, within a 3-day period.

CHILD ABUSE

PROCEDURES FOR REPORTING ABUSE

I. Child Abuse or Maltreatment Pursuant to §411 et. seq. of the Social Services Law.

Pursuant to §413 of the Social Services Law, school officials are required to report instances of suspected child abuse or maltreatment to the State Central Register of Child Abuse and Maltreatment ("SCR"). A hotline has been established for reporting by mandated reporters, which include school officials. The hotline is 1-800-635-1522.

Child "abuse" occurs when a parent or other person legally responsible for the child inflicts serious physical injury upon the child, creates a substantial risk of serious physical injury, or commits a sex offense against the child. In addition, the definition includes instances where the parent (or personal legally responsible) knowingly allowed another to inflict such harm.

Child "maltreatment" (which includes neglect) occurs when a child's physical, mental, or emotional condition has been impaired, or is in imminent danger of impairment, by the parent's (or other person legally responsible for the child) failure to exercise a minimum degree of care by (1) failing to provide sufficient food, clothing, shelter or education; (2) failing to provide proper supervision, guardianship, or medical care; or (3) inflicting excessive corporal punishment, abandoning the child, or misusing alcohol or other drugs and, in doing so, cause the child to be placed in imminent danger.

As mandated reporters, school officials are required to report suspected child abuse or maltreatment when they have reasonable cause to suspect either has occurred. "Reasonable cause" to suspect child abuse or maltreatment means that, based on a school official's rational observations, professional training, and experience, the official suspects that the parent or other person legally responsible for the child has harmed the child or placed the child in imminent danger of harm.

The following procedures should be followed in reporting instances of child abuse and maltreatment.

1. If a school employee learns of or suspects a situation of abuse or maltreatment of a student by his or her parent or person legally responsible for the student's care, the employee must report the situation to the building principal immediately.
2. If, based on the employee's report, the principal reasonably believes that abuse or maltreatment has occurred, the principal must immediately call the SCR hotline at **1-800-635-1522** and make a verbal report.
 - a. The principal should ask the SCR representative his or her name and the "Call I.D."
 - b. Within 24 hours of the principal's verbal report to the SCR hotline, he or she must complete and submit to SCR mandated reporter form "LDSS-2221A". Form LDSS-

2221A may be obtained from the New York State Office of Children and Family Services website at: www.ocfs.state.ny.us/main/forms or by calling (518) 472-0971.

3. If a school official is uncertain about whether a situation rises to the level of abuse or maltreatment, the official should contact the hotline to discuss the matter with a trained SCR specialist.
4. The principal shall document for his or her confidential file the events, conversations, and facts associated with an allegation of child abuse or neglect, whether or not those circumstances rise to the level of reasonable suspicion that cause him or her to make a report to SCR.
5. All information relating to reports of child abuse or maltreatment shall be strictly confidential.

II. Child Abuse in the Educational Setting Pursuant to Education Law Article 23-B.

Pursuant to New York Education Law §1126, and the regulations of the Commissioner of Education (8 N.Y.C.R.R. 100.2(hh)), any oral or written allegation to a teacher, school nurse, guidance counselor, psychologist, social worker, administrator, board member, or other school personnel required to hold a teacher or administrator license or certificate, that a child has been subjected to child abuse by an employee or volunteer in an educational setting, shall promptly make a report, on a form provided by the Commissioner of Education, consisting of the following:

1. The name of the child's parent.
2. The name of the person who reported the abuse and their relationship to the child.
3. The name of the employee or volunteer against whom the allegation is made.
4. A listing of the specific allegations.

The report must be given to the principal immediately. The report and all other written materials, photographs, and/or videos concerning the allegation and report are strictly confidential and may only be disclosed to law enforcement authorities involved in the investigation of the alleged child abuse, or as expressly authorized by law or pursuant to a court-ordered subpoena. Willful disclosure to a confidential record to an unauthorized person is a class A misdemeanor.

The duties of administrators upon receipt of a written report alleging child abuse in an educational setting, where the administrator has a reasonable suspicion that an act of child abuse has occurred, shall be as follows:

1. If the alleged child-victim made the report, promptly notify the parent of the allegation and provide the parent with a written statement pursuant to §100.2(hh) of the Commissioner's Regulations setting forth the duties of employees and administrators upon receipt of the allegation, additional duties of superintendents, notification by the district attorney pursuant to Education Law §1130, and actions to be taken upon criminal conviction of a licensed or certified school employee pursuant to Education Law §1131.

2. If the parent made the allegation, promptly provide the parent with the above-referenced written statement.
3. If someone other than the child-victim or parent made the report, ascertain from the reporting person the source and basis of the allegation, promptly notify the parent and provide the parent with the requisite written statement.
4. If a public school administrator received the written report alleging abuse, the administrator must promptly provide the superintendent with a copy of the report as well.
5. A report of child abuse in an educational setting must be promptly forwarded to the appropriate law enforcement agencies.
6. The school shall forward the report of child abuse to the Commissioner of Education if the accused employee or volunteer holds a license or certification issued by the New York State Education Department.
7. Any child abuse report that does not, after investigation, result in criminal conviction shall be expunged after five years or at such earlier time that the school determines.

If the alleged abuse was by an employee or volunteer of a school other than one within the school district of the child's attendance, the report must be forwarded promptly to the superintendent of the other district.

Moreover, at least annually, the school shall provide training to all new teachers, school nurses, guidance counselors, psychologists, social workers, administrators, board members, and other school personnel required to hold a teacher or administrator license or certificate regarding requirements of reporting of child abuse in an educational setting.

CERTIFICATION OF RECEIPT

Certification of Receipt of Handbook by Employee

I have received a copy of the School's handbook and understand that I am responsible for becoming familiar with the policies described in it. I understand that the information contained in it represents management guidelines only, which may be modified from time to time. I understand that neither the Manual's policies nor any representations made by a management representative, at the time of hire or subsequently, are to be interpreted as a contract between the School and any of its employees. I further understand that my employment is voluntarily entered into, that I am free to resign at any time and that the School may terminate the employment relationship whenever it determines that it is in its best interest to do so.

Acknowledgment of Policies and Procedures

I have been informed about John V. Lindsay Wildcat Academy Charter School's Personnel Policies and Procedures Handbook, and I understand that I have the responsibility to become familiar with all policies and procedures included in them.

Further, I have read and understand the provisions of the following School policies, procedures and guidelines, and agree that adherence to them and all others as a condition of continued employment by the School:

- Employment At Will
- Equal Employment Opportunity
- Grievance Procedure
- Code of Conduct and Harassment
- Safety and Health

I understand that the procedures set forth in the Policy and Procedures handbook are operational guidelines for the School and its employees, and may, from time to time, be changed as necessary to improve organizational efficiency. As such, these procedures shall not be construed as constituting a contract between the School and me. School staff is employed and serve at will. The employment relationship can be terminated at any time by either the employee or the School.

Print Name _____

Signature _____ Date _____

RECEIPT OF SEXUAL HARASSMENT POLICY

It is the School's policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality. It is to ensure that all employees are free from harassment on the basis of sex or gender. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually-related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life and/or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to the CFO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

I have read and understood the School's Sexual Harassment Policy

Employee's Name: _____ Position: _____
(Print Name)

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

RECEIPT OF NON-HARASSMENT POLICY

It is the School's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

Anyone who feels that he or she has been subjected to conduct which violates this policy should immediately report the matter to the CFO. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to management in good faith or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge.

I have read and understood the School's Non-Harassment Policy

Employee's Name: _____ Position: _____
(Print Name)

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

COPYRIGHTS

You acknowledge that the entire right, title and interest of any and all writings and other creations that you may prepare, create, write, initiate or otherwise develop as part of your efforts while employed by the JVL, shall be considered "works for hire" and shall be the School's sole and exclusive property, copyright, patent and trademark.. This includes, but is not limited to, any development of a curriculum. You hereby assign and transfer all rights, title and interests in all "works for hire" including without limitation, all patent, trademark and copyright rights that now exist or may exist in the future. You further agree to, at any reasonable time upon request, and without further compensation or limitation, execute and deliver any and all papers or instruments including assignments, declarations, applications, powers of attorney and other documents, that in the JVL's opinion may be necessary or desirable to secure the School's full enjoyment of all right, title, interest and properties herein assigned. You agree to not charge the School for use of your copyrighted, trademarked and patented materials.

I have read and understood the School's Copyright Policy.

Employee's Name: _____ Position: _____
(Print Name)

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.