
EMPLOYEE HANDBOOK



Please note that this handbook will be provided in an alternative format, such as audio, large print or Braille upon request to the Head of Schools.

Section I: Introduction

Section II: Employment Policies

Section III: Workplace Conduct

Section IV: Employee Benefits

Section V: Time Away From Work

Section VI: Information & Office Security

Section VII: General Practices

Appendix

Appendix A. Report of Jury Duty Pay

Appendix B. Time Off Request Form

Appendix C. Policy Against Sexual and Other Unlawful Harassment,
Discrimination, and Retaliation

Appendix D. Discrimination, Harassment,
and/or Retaliation Complaint Form

Appendix E. Family and Medical Leave Act Policy

Appendix F. SBCS Organizational Chart

Section I: Introduction

Receipt of South Buffalo Charter School Employee Handbook

The Employee Handbook (sometimes called the “Handbook”) is a compilation of personnel policies, practices, and procedures currently in effect at South Buffalo Charter School (“SBCS”), an equal opportunity employer. This Handbook is designed to introduce employees to the organization, familiarize you with SBCS policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures, and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This Handbook does not constitute a guarantee of employment or an employment contract, express or implied. Unless stated otherwise in the collective bargaining agreement (“CBA”) between SBCS and the South Buffalo Charter School Instructional Staff Association (“ISA”), you understand that your employment is “at-will” and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the Board of Trustees has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This Handbook is intended solely to describe the present policies and working conditions at SBCS. This Handbook does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, federal, state, and/or local laws will take precedence over SBCS policies, where applicable. For members of the ISA, where the terms of the CBA and this Handbook conflict, the collectively-bargained provisions of the CBA will take precedence over the policies in the Handbook.

The employment policies in this Handbook are applied at the discretion of SBCS, unless State or federal law requires otherwise. SBCS reserves the right to change, abolish, apply, or amend any of our policies or benefits not required by law, including those covered in this Handbook, at any time with or without notice.

By signing below, you acknowledge that you have received a copy of SBCS’s Employee Handbook and understand that it is your responsibility to read and comply with the policies contained in it and any revisions made to it. Furthermore, unless otherwise agreed, you acknowledge that you are employed “at-will” and that this Handbook is neither a contract of employment nor a legal document.

Signature

Printed Name

Date

Please sign and date one copy of this notice and return it to the Human Resources Specialist or his designee. Retain a second copy for your reference.

Letter from the Board of Trustees

Dear SBCS Employee,

We are happy you have joined our team of committed, caring, and highly-talented colleagues. The primary goal of the Handbook is to enable all of us to communicate effectively, while maintaining SBCS's spirit of professionalism and service. It sets forth practical procedures for dealing with day-to-day matters and articulates protocols for operations within the school structure.

This Handbook supports the underlying belief that SBCS and its staff are always dedicated to acting in the best interest of children and their families. It is a tool designed to assist us in working together cooperatively to achieve these objectives. When each person makes a commitment to the mission of the organization, a collaborative environment is created which reaches far beyond the scope of procedures and policy.

If you have questions or concerns at any time, please feel free to talk to us. Again, welcome to SBCS - where everyone works together to find better ways to help children prepare for success in the 21st century.

Educationally yours,

The Board of Trustees and
The Head of Schools

Welcome

This Handbook is designed to acquaint you with SBCS and provide you with general information about working conditions, benefits, and policies affecting your employment. The information contained in this Handbook applies to all employees of SBCS, unless stated otherwise. The Handbook is a summary of our policies which seek to further SBCS's goal of providing equitable opportunities for all students to acquire an education that links character education with rigorous academics, technology, and careers to produce students who are well prepared for the 21st century.

You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is conducive to both personal and professional growth.

Since it is impossible to anticipate every situation or question that may arise, you are free to contact the Human Resources Specialist or the Head of Schools regarding any questions you may have.

This Handbook and the policies and procedures in it supersede and/or rescind any prior handbooks

Section II: Employment Policies

Introductory Period

Full-time and part-time employees are on an introductory period during their first 30 days of employment. During this period of time, the employee will be able to determine if the new job is suitable and the Head of Schools will have an opportunity to evaluate the employee's work performance. The completion of the introductory period does not guarantee employment for any period of time thereafter.

Employee Classification

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA) and New York State law.

The definitions of the worker classification categories can be summarized as follows:

Exempt: Management, supervisory, professional, or administrative employees, and certain information technology professionals whose positions meet FLSA and New York State law standards are exempt from overtime pay requirements.

Non-exempt: Employees whose positions do not meet the FLSA and New York State law exemption standards are paid overtime. Overtime work, however, is prohibited without specific supervisor authorization.

In addition, each employee's status is defined as one of the following:

Full-time: Employees who work a minimum of 30 hours per week are considered to be full-time. Full-time employees are eligible for benefits after applicable requirements for length of service have been met.

Part-time: Employees who work less than 30 hours per week are considered to be part-time. Unless otherwise agreed, part-time employees are not eligible to participate in SBCS's health insurance, dental insurance, and disability insurance plans. Employees who work 15 hours or less per week, or who work on a temporary or project basis, will receive all legally mandated benefits (such as workers' compensation and Social Security benefits) but are ineligible for other benefit programs.

Temporary: Temporary employees are those engaged to work either part-time or full-time on SBCS's payroll, but who have been hired with the understanding that their employment will be terminated once they complete a specific assignment. This category includes substitute teachers and interns. Such employees may be either "exempt" or "non-exempt" but are not eligible for SBCS benefits except as mandated by law.

Independent Contractors: Consultants or independent contractors are not employees of SBCS. The distinction between employees and independent contractors is important, because employees may be entitled to participate in SBCS's benefits programs, while independent contractors are not. In addition, SBCS is not required to withhold income taxes, withhold and pay Social Security and Medicare taxes, or pay unemployment tax on payments made to an independent contractor.

10-Month Employees: Teachers, teachers-aides, and other employees who work only 10 months out of the year are referred to as 10-month employees.

11-Month Employees: Office and administrative staff who work only 11 months out of the year are referred to as 11-month employees.

12-Month Employees: Maintenance and other employees who work year round are referred to as or 12-month employees.

Employment of Relatives

Members of your immediate family may be considered for employment on the basis of their qualifications. At the discretion of the school, your immediate family may not be hired if it would:

- Create a direct supervisor/subordinate relationship with a family member; and
- Create an adverse impact on work performance; and
- Create either an actual conflict of interest or the appearance of a conflict of interest.

For purposes of this policy, your immediate family includes: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent, or grandparent. This policy also applies to close personal relatives such as uncle, aunt, first cousin, nephew, niece, or half-sibling.

Employment Termination

*** This provision is not applicable to ISA members to the extent it contradicts the CBA.*

1. If your employment with SBCS is at-will employment, this means that you and SBCS both have the right to terminate the employment relationship at any time, for any reason, with or without notice and with or without cause. Only the Board of Trustees has the authority to alter the "at-will" relationship. To be valid, any modification of the "at-will" relationship must be specific, in writing, and signed by the Board of Trustees. Nothing in this Handbook modifies or alters this "at-will" employment relationship.

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2. Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:
 - Resignation - voluntary employment termination initiated by an employee;
 - Termination - involuntary employment termination initiated by SBCS; or
 - Layoff - involuntary employment termination initiated by SBCS for non-disciplinary reasons.
 3. If you wish to resign, you are requested to notify the Head of Schools of your anticipated departure date at least two weeks in advance. This notice should be in the form of a written statement. In order to avoid overburdening your co-workers, SBCS appreciates as much notice as possible.
 4. Unused PTO and vacation time is not paid on termination, regardless of the reason for the termination. In the case of termination, SBCS must be reimbursed for any PTO or vacation time used in excess of accrued time.
 5. Furthermore, if we have your prior written permission, any outstanding financial obligations owed to SBCS for lawful deductions such as, for example, health insurance also will be deducted from your final check.
 6. A meeting between you and the Head of Schools or her designee will take place prior to your last day of work. A health insurance extension of benefits under COBRA regulations is available and is offered via mail to eligible employees. Parking cards, office keys, and access fobs, SBCS equipment, and identification tags must be returned at this time.
 7. If you leave SBCS in good standing, you may be considered for re-employment.

Equal Employment Opportunity

SBCS's policy is to provide equal employment opportunity to all individuals. It is committed to a diverse workforce. SBCS values all employees' talents and supports an environment that is inclusive and respectful. SBCS is strongly committed to this policy and believes in the concept and spirit of the law.

SBCS is committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and

recreational programs are administered without regard to any characteristic protected by federal, state, or local law; and

- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion, or discrimination because they have exercised any right protected by law.

SBCS believes in and practices equal opportunity. The Business Administrator serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting SBCS in meeting its objectives.

Americans with Disabilities Act

SBCS is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities. This may include providing reasonable accommodations where appropriate. A disability is a physical or mental impairment that substantially limits one or more major life activities.

In general, it is the employee's responsibility to notify the Human Resources Specialist of the need for accommodation. The employee and the Human Resources Specialist then will work together to identify the precise limitations resulting from the disability and potential accommodations – that do not impose an undue hardship on SBCS – that could overcome those limitations. When appropriate, SBCS may need to obtain the employee's permission to obtain additional information from his/her physician or other medical or rehabilitation professionals.

Workplace Harassment Policy

See attached Exhibits D and E which are a part of this Employee Handbook.

Attendance Policy

SBCS expects that every employee will be regular and punctual in attendance. This means being in the building and ready to work at his/her starting time each day. Absenteeism and tardiness place a burden on your co-workers and on SBCS.

It is crucial that you begin work at your assigned time. If you are tardy, you should report the reason to the Human Resources Specialist. It is very much to your advantage to do all that you can to have a good attendance record since regular attendance is one of the best indications of interest in your job and will be taken into account at your performance evaluation.

If an employee is absent on an unscheduled day off, the following procedure must be followed:

1. Call the school hotline at 362-2880 by **5:45 a.m.**
2. Listen for the prompt
3. Leave your name, telephone number, the date of your absence, the reason for the unscheduled day off, and any information that you want your substitute to know.

It is the teacher's responsibility to have appropriate lesson plans done, as well as provide any relevant information for the substitutes (i.e., schedule, duties, etc.). Employees must call in each day of the absence, preferably the night before. Employees who are absent for more than three (3) consecutive school days, will be required to submit a doctor's note, approving your return to work, to the Head of Schools. After being out on a disability or maternity leave, a doctor's note is required allowing the employee to return to work.

Failure to call in when an employee is sick or unable to report to work for 3 or more consecutive days will be presumed as "job abandonment."

If you become ill at work or must leave work for some other reason before the end of the workday, be sure to inform a supervisor of the situation.

You will be compensated for authorized absences according to the provisions described in this Handbook. Extended absences may be authorized on a case-by-case basis.

Should excessive tardiness or absenteeism occur, disciplinary action up to and including discharge may be required.

Overtime Pay

SBCS shall compensate all hourly, non-exempt employees at a rate of 1½ times the employee's regular rate for all hours worked in excess of 40 hours each week. The work week begins on Monday morning (12:00 a.m.) and ends on Sunday night at 11:59 p.m.

At times, employees will be asked to work overtime to complete necessary work tasks. The employee's supervisor will notify the employee as early as possible regarding his/her scheduling needs.

If an employee would like to work overtime hours, he/she **must** receive prior authorization from a supervisor before working the overtime hours.

Pay Periods

Employees will be paid on the 15th of the month and the last business day of the month. When the payday is a holiday or weekend, employees normally will be paid on the last business day preceding the holiday or weekend.

Employees should review their paychecks for errors, as it is the employee's responsibility to notify the School of any errors.

If an employee is absent on the date of paycheck distribution, his/her check will be held until his/her return.

Paychecks will only be released to the individual whose name appears on the check or an individual whom the employee has designated and approved through written consent. A photo ID is required from any third party who picks up an employee's paycheck.

Direct deposit arrangements with a financial institution of your choice are available on request.

Work Hours

School hours are from 7:30 a.m. until 3:45 p.m. unless otherwise noted. All employees must be ready to begin work by 7:30 a.m. Night shift employees are expected to work from 3:00 p.m. until 11:00 p.m.

Performance Evaluations

*** This provision does not apply to members of the ISA who are subject to APPR regulations.*

SBCS is committed to providing you with feedback, both formal and informal, about your performance on the job. Supervisors are responsible for on-going performance feedback. In addition, your supervisor has the responsibility formally to discuss and to document your performance on a regular basis (generally once each school year). In some instances, an initial performance review is conducted in the introductory period.

Your performance appraisal will include a review of your strengths, identify any areas needing improvement, as well as goals and objectives that need to be achieved. Specific performance problems may be addressed outside the performance appraisal cycle through either informal discussions or formal disciplinary action.

Salary or hourly rate adjustments, if applicable, are at the sole and absolute discretion of SBCS. Such adjustments are based upon a variety of factors including merit, ability of SBCS to pay, and general economic conditions.

In the event the evaluation is written, the employee is asked to sign the evaluation, thus signifying knowledge of its content. Signing does not necessarily mean that the employee agrees with the content. If the employee disagrees, he or she may file a supplement to the evaluation, which will be signed by a supervisor and retained in the employee's personnel file.

Evaluations will serve as a basis for any budgeted pay increments, promotions, or recommendation letters. Formal performance feedback becomes a permanent part of your personnel file.

Personnel Records

Employee personnel files may include the following: job application, job description, resume, records of participation in training events, salary history, records of disciplinary action, and documents related to employee performance reviews, coaching, and mentoring. Personnel records are maintained on a current basis. Please notify the Human Resources Specialist immediately of any change of name, address, telephone number, marital, dependent, or tax status. Personnel records are kept highly confidential and are not available to anyone outside of SBCS unless you have authorized the release, release is to an authorized governmental agency, or it is required by law. To obtain access to your records, contact the Human Resources Specialist.

Attendance and Time Keeping Regulations

SBCS requires that all employees register the hours they work by swiping their I.D. tag on the time clocks at the entrances and exits to the building when they arrive at work, any time during the day when the employee leaves and re-enters the building, and when they leave for the day.

In order to comply with State and federal labor laws, SBCS must keep track of non-exempt-salaried employees' hours. SBCS wants to ensure that these employees are properly compensated for overtime hours worked and that they take appropriate lunch breaks.

Any employee who swipes another employee's I.D. tag for that employee will be subject to discipline. Any employee who fails to swipe their I.D. tag when they enter and exit the building will be subject to discipline. I.D. tags should be worn at all times when you are in the building.

I-9 Immigration Reform Policy

SBCS complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his/her right to work within three days of hire, SBCS must terminate his/her employment.

Section III: Workplace Conduct

Disciplinary Action Policy

*** This provision does not apply to ISA members to the extent that it contradicts the terms of the CBA.*

SBCS expects all of its staff members to be role models for the students and generally to behave professionally, especially with respect to communications with students, families, coworkers, and within the community.

SBCS reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Nothing in this Handbook is intended to:

- Modify this “at-will” employment;
- Promise progressive discipline or disciplinary counseling; *or*
- Promise notice in circumstances where SBCS considers immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal warnings, written warnings, final warnings, suspension, or termination. All of these actions may not be followed in some instances. SBCS reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

SBCS reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this Handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a student, parent, vendor, or the general public resulting in a complaint or loss of good will;
- Refusal or failure to follow directives from a supervisor or SBCS administrator;
- Breach of confidentiality relating to student information;
- Altering, damaging, or destroying SBCS property or records or another employee’s property;
- Dishonesty;
- Providing false or misleading information to any SBCS representative or on any SBCS records including the employment application, benefit forms, time cards program, expense reimbursement forms, etc.;

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- Fighting or engaging in disorderly conduct on SBCS’s premises;
 - Violations of any of SBCS’s employment policies including, but not limited to its anti-harassment, discrimination, confidentiality, security, solicitation, conflict of interest, and code of conduct policies;
 - Conduct or performance issues of a serious nature;

Drug-Free Workplace Policy

We recognize alcohol and drug abuse as potential health, safety, and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, around students, on SBCS premises or surrounding areas, or in any vehicle used for SBCS business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation, or other distribution of an illegal or controlled substance or drug paraphernalia;
- The unauthorized use, possession, transportation, manufacture, sale, dispensation, or other distribution of alcohol; *and*
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine, unless otherwise prescribed by a physician or another health care professional (“controlled substance” means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Employees are prohibited from reporting to work or working when the employee uses any controlled substance, *except* when the use is pursuant to a doctor’s or other health care professional’s orders and the doctor or health care professional has advised the employee that the substance will not adversely affect the employee’s ability to perform his or her job duties safely. In such situations, the employee must provide a doctor’s note stating that the employee is able to safely perform his or her job duties.

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, around students, on SBCS premises, or in any vehicle used for SBCS business must notify SBCS no later than 5 days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

We recognize that employees suffering from alcohol or drug dependence can be treated. Consistent with its policy of equal opportunity, SBCS maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage you to seek assistance before your substance or alcohol use renders you unable to perform your essential job functions or jeopardizes your health and safety and/or that of others.

Violence-Free Workplace

It is SBCS's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, SBCS will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to SBCS employees, students, guests, vendors, and persons doing business with SBCS.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (*i.e.*, in writing, by phone, fax, or e-mail);
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker;
- Possession of firearms or any other lethal weapon on SBCS property, in a vehicle being used on SBCS business, or at a work-related function; ***or***
- Any other conduct or acts that administration believes represents an imminent or potential danger to work place safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy should discuss them with the Head of Schools. SBCS will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination. Where such actions involve non-employees, SBCS will take action appropriate for the circumstances. Where appropriate and/or necessary, SBCS will also take whatever legal actions are available and necessary to stop the conduct and protect SBCS employees, students, and property.

Section IV: Employee Benefits

*** This section is not applicable to ISA members to the extent it conflicts with the terms of the CBA.*

Medical Insurance

As a benefit to eligible full-time employees, SBCS will pay the first \$500 of the monthly health insurance premium for single coverage under the SBCS-offered health insurance plan plus half of the remaining monthly premium. For family coverage, SBCS will pay the first \$500 of the monthly premium plus half of the remaining monthly premium. Full-time employees eligible for this benefit who choose not to participate in the SBCS plan will receive additional compensation of \$500. You will be required to sign an Insurance Waiver Form if you decline to participate. Part-time employees are not eligible to participate in the SBCS-offered health insurance plan.

Employees must complete enrollment forms within 30 days of employment. Health insurance benefits will be effective the first day of the month following the date of hire. If you miss this deadline you will not be able to enroll in health insurance until the next open enrollment. The only exception to this is a qualifying event (birth of child, adoption, marriage, divorce, loss of a spouse's job, status change and death).

Information and enrollment forms may be obtained from the Human Resources Specialist. Employees are responsible for paying their portion of the premium through payroll deductions. It is the employee's responsibility to make sure s/he is properly enrolled in the health insurance plan and that all applicable deductions are taken each payroll cycle. If you do not receive an insurance card within 30 days of enrolling, contact the Business Administrator.

As a result of termination, reduction in work hours, injury or illness, or in the event that an employee is on a military or other leave of absence, the employee may be eligible to continue SBCS's group coverage by paying a monthly premium. For more information, SBCS's COBRA Policy should be consulted.

Dental Insurance

Eligible full-time employees may elect to participate in the School's dental insurance plan. Eligible employees choosing not to participate *will not* receive additional compensation. Employees will be required to sign an Insurance Waiver if they decline to participate in the dental insurance plan.

Full-time employees enrolling in the plan must complete enrollment forms within 30 days of employment. Employees insurance will be effective the first day of the month following date of hire. If an employee misses this deadline, enrollment for dental insurance will not be available until the next open enrollment. The only exception to this is a qualifying event (birth of child,

adoption, marriage, divorce, loss of a spouse's job, status change and death). Information and enrollment forms may be obtained from the Human Resources Specialist.

SBCS pays 60% of the cost of dental insurance for a single individual. If the employee chooses to include any dependents on the plan, the school will pay for 40% of the additional premium. The employee is responsible for paying any additional premium through payroll deductions. It is the employee's responsibility to make sure s/he is properly enrolled in the dental plan and that all applicable deductions are taken each payroll cycle. If employees do not receive an insurance card within 30 days of enrolling, contact the Human Resources Specialist. Part-time employees are not eligible to participate in the dental insurance plan.

Section 125 Plan

South Buffalo Charter School offers a pre-tax benefits contribution option for full-time employees. This employee benefit is known as a Section 125 plan. A Section 125 plan is a benefit plan that allows you to make contributions toward unreimbursed medical expenses and childcare costs on a pre-tax, rather than an after-tax basis. This means your qualified expenses are deducted from your gross pay before income taxes and Social Security taxes are calculated.

To participate in this plan, employees need to complete an election form and return it to the Human Resources Specialist. By doing so, the employee elects to have their gross pay reduced by an amount equal to their contributions for medical insurance. Once the employee has signed the Section 125 card, changes may not be made to pre-tax contributions until the next open enrollment date, unless the change is a result of a change in family status (such as marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse). A change in election due to a change in family status will be effective the following month.

Other Insurance

SHORT TERM DISABILITY (STD): In addition to New York State disability benefits, full-time employees will be paid approximately 60% of their weekly salary up to a maximum of \$1,000 per week if suffering from a disabling accident or illness that is not work related. Benefits will begin after the employee has been unable to work for 7 days. The employee will receive benefits for up to 26 weeks while sick or disabled. Please see the Human Resources Specialist for more details concerning this benefit. This enhanced short-term disability insurance is a voluntary benefit. SBCS will provide this benefit at no cost to the employee should the employee choose this benefit.

LONG TERM DISABILITY (LTD): Full-time employees will be paid 60% of their current monthly salary up to a maximum monthly benefit of \$5,000 if they suffer from a disabling accident or illness. Benefit payments will begin after the employee has been unable to work for 180 days (elimination period) due to disability. Employees will receive benefit payments to age 65 while remaining disabled. Please see the Human Resources Specialist for more details concerning this

benefit. SBCS will provide this benefit at no cost to the employee should the employee choose this benefit.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D): For eligible employees, this insurance makes a one-time payment of 100% of an employee's annual salary up to a maximum of \$60,000 on the death of the employee. SBCS will provide this benefit at no cost to all full-time employees should the employee choose this benefit. Part-time employees are ineligible for Life and Accidental Death and Dismemberment benefits.

As per IRS mandate, South Buffalo Charter School must include the premium cost of insurance over \$50,000 on the employees W-2. Please note that the employee must complete all required short term and long-term disability paperwork BEFORE receiving any benefits. Please see the Human Resources Specialist for details.

COBRA Benefits

SBCS complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA: termination, reduction in working hours, divorce or legal separation, death of the employee, eligibility for Medicare, or loss of dependent child status under the insurance plan. These reasons are termed "qualifying events" for COBRA purposes. All administrative rules and processes as well as changes in plan benefits and premiums apply to those receiving COBRA benefits.

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify the Human Resources Specialist within 60 days to maintain the right to continue coverage. At that time, the Human Resources Specialist will provide enrollment materials to the employee or covered dependent within 14 days of that notification.

The covered employee or dependent has 60 days to elect continuation of coverage from either the date that coverage would ordinarily have ended under the plan by reason of a qualifying event or the date of notification, whichever comes later. Election of continuation of coverage is established by completing and returning enrollment materials to the Human Resources Specialist.

COBRA premiums will be billed by SBCS, and the first premium will be due within 15 days of the date of election. Subsequent premiums must be received within the terms set forth by SBCS. Failure to make timely payments will result in termination of coverage without notice.

Continuation of COBRA coverage will end for any of the following reasons: SBCS discontinues its insurance plan, the premium payment is not made in a timely fashion, or the person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

Continuation coverage will end after 18 months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to 29 months. Continuation of coverage will end after 36 months for those who lose dependent child status, for spouses who lose coverage due to an employee's death, divorce, or separation from the employee, and for spouses and/or children who lose coverage because of the employee's Medicare eligibility.

Unemployment Insurance

Employees of SBCS are covered by New York State unemployment insurance. The contribution to this benefit is provided solely by SBCS and requires no payroll deduction on the employee's part. Benefits are available to eligible employees who become unemployed through no fault of their own. The employee is responsible for filing a claim for benefits.

Workers' Compensation

SBCS provides workers' compensation, a type of accident and injury insurance, for those who sustain a job-related injury or illness. Both income and medical benefits will be provided.

Employees returning to work must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. In the event that the employee cannot complete some of the tasks as ordered by the physician, SBCS will modify his/her job load. Once a physician has verified that the employee can resume all job-related tasks, he/she will no longer receive workers' compensation benefits.

403(b) Retirement Plan

All employees are eligible to participate in the 403(b) plan, provided they work at least 20 hours per week. The 403(b) plan is funded by the employee. All funds are invested with TD Waterhouse. Employees under the age of 50 can contribute up to \$15,500 of their salary per year. This amount may change from year to year. Employees over 50 years of age may contribute up to \$20,500 per year as a catch-up provision. All deductions are made on a pre-tax basis and automatically are deducted from the employee's paycheck. Please see the Human Resources Specialist for more information concerning the benefit and enrollment paperwork. Under the rules of the plan, employees are eligible to begin receiving payments at the age of 59 ½. SBCS matches up to 3% of the employee's contribution for those employees not enrolled in the New York State Teachers Retirement System.

New York State Teachers' Retirement System

This description of the New York State Teachers' Retirement System ("NYSTRS") is general and does not cover every instance or benefit available. For specific information, please refer to the plan document or call the number provided in the plan documents to speak with a representative who can respond to specific questions.

Teachers of the SBCS are eligible for membership in the NYSTRS. Employees of the school who work in either a full-time or part-time position, which is anticipated to be 12 months or more in duration, are eligible to participate in the plan.

MEMBERSHIP:

Membership is mandatory if the employee is a full-time employee in a full day teaching position which is expected to last for the duration of the school year. Membership is effective on the first day of full-time continuous service.

Membership is optional if the employee is employed on a part-time basis in a teaching position which is expected to last for the duration of the school year. Membership is effective on the day the application is notarized.

TIERS:

The membership is on a tiered system. The tier to which an employee belongs determines the benefits of eligibility. Consult the plan documents for more information about the tiers.

VESTING:

If employees have five (5) or more years of New York State service credit and leave teaching before becoming old enough to receive a benefit, membership is automatically vested. Employees may begin to receive their pensions at age 55.

Section V: Time Away From Work

Holidays :

Full-time non-exempt employees are entitled to paid holidays that are determined at the discretion of SBCS and are subject to change from year to year. To be eligible for holiday pay, an employee must not be on a paid or unpaid leave of absence.

Unless stated otherwise, SBCS normally observes the following school calendar holidays:

New Year's Day
Dr. Martin Luther King Day
Presidents' Day
Memorial Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day after Thanksgiving
Christmas

In addition, full-time 11-and 12-month employees also have off the Fourth of July.

Compensation for each holiday will be made at the equivalent to a typical 8-hour workday for full-time, non-exempt staff. Full-time employees will be paid for the holiday only if the holiday falls on their regularly scheduled work day. **Employees must work the day prior to and after the holiday in order to receive holiday pay.**

Paid Time Off Policy For Sick and Personal Time

*** This policy does not apply to ISA members.*

Regular 11- and 12-month employees are eligible for a maximum of 12 PTO days over the course of the calendar year. Ten-month employees who are not members of the ISA are entitled to 10 PTO days. Part-time employees are not eligible for PTO days. Absent exigent circumstances, requests for PTO should be made in writing at least 14 days in advance of the time-off date. Requests can be made by submitting the PTO request form attached as Appendix C. Requests are subject to schedule availability and are not automatically approved. Compensation for each PTO day used will be made at the equivalent to a typical 8-hour workday for full-time, non-exempt staff. Employees may carry remaining sick and personal time into the next school year. However, the total balance of the PTO days cannot exceed a maximum of twenty (20) days.

You also may choose to use PTO days for any of the following reasons:

- Medical or health-care appointments;
- Time away from the office when either you or a family member is sick;
- Time away from the office for any personal reason; or
- Bereavement.

In the event of an illness of 3 days or more, however, SBCS may require a doctor's certificate of illness. If you fail to provide adequate notice or requested documentation, you may be subject to loss of pay or other penalties that SBCS may deem appropriate.

When PTO is taken on a day that SBCS is scheduled to close early or decides to close early, the entire PTO day is charged to the employee. PTO has no value once an employee separates from employment and thus, accrued but not yet used PTO will not be paid out at the termination of an employee's employment.

If an employee uses all of his/her PTO, the employee will not be allowed to take unpaid time off except as defined under the extended leave policy. This applies to all employees.

PTO PAY COMPENSATION POLICY

SBCS staff will be given the opportunity two times per school year to exchange PTO days for financial compensation at substitute rate.

December – Employees may complete a written request for cashing in a maximum of 5 days on December 1st for December 15th payday.

June – Staff may complete a written request for cashing in a maximum of 10 days on June 1st for June 15th payday. If 5 days were taken in December, staff member may only cash in a maximum of 5 days in June. When using this benefit, staff must have a minimum of 5 days of PTO accrued.

Illness Issues

SBCS realizes that employees with contagious temporary illness, such as influenza, colds, and other viruses often need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, SBCS considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees, or students. If an employee disputes SBCS's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's presence in the office poses no risk to the employee, other employees, or students.

Supervisors are encouraged to remind employees that SBCS provides PTO to cover absences due to contagious temporary illness. All employees are urged to contact the Human Resources Specialist regarding questions about the possible contagious nature of another employee's temporary illness.

Vacation Time

*** This policy does not apply to ISA members.*

Twelve-month employees will be granted 12 vacation days per year. These days will be accrued at a rate of one day per month, and may be used over the course of the year. Eleven-month employees will be granted 24 vacation days per year. These days will be accrued at a rate of two days per month, and may be used over the course of the year. Part-time employees are not eligible for vacation days.

An employee must be employed six months before requesting vacation time. Employees must request vacation time in writing two weeks in advance of the requested time. Vacation time will be approved based on availability of coverage for the employee's position during that time period and the needs of the school.

All vacation must be approved by the Head of Schools prior to the time requested.

Vacation time may be accrued up to a maximum of 24 days. Accrued vacation will be paid out only in the event that an employee is laid off. If the employee leaves for any other reason, s/he is not entitled to payment for accrued vacation time.

Extended Leave

Employees who have used up their available PTO and vacation time and remain unable to report for work may be eligible for unpaid family and medical leave (FMLA leave) or another reasonable accommodation. Eligibility for health care benefits continues during Family and Medical Leave (see below).

Federal Family and Medical Leave

As an eligible employee of SBCS, you are allowed to take unpaid Family and/or Medical Leave under the Federal Family and Medical Leave Act (FMLA). Please refer to SBCS's FMLA policy attached as Appendix E.

If you do not qualify for the types of leave described in that policy, we may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Jury Duty

All full-time exempt employees will be paid at their regular daily pay, less any amount received from the court, for jury service for each day in which the employee is required to serve as a juror.

Non-exempt full time and part-time employees will be paid for jury duty in accordance with New York State law. An employee is expected to return to work if the court releases him or her more than two hours before the conclusion of the employee's normal work day. When summoned for jury duty, the employee must complete the form attached as Appendix B.

Witness Leave

Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding will be given the necessary time off. This excused time off will be unpaid unless the employee chooses to use PTO. SBCS will not discriminate against any employee who is requested to serve as a witness.

Bereavement

Full-time employees will receive (3) paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, grandchildren, grandparents and parents-in-law. Full-time employees may take one (1) paid day to attend the funeral of aunts, uncles, nieces, nephews, sister-in-laws, brother-in-laws and first cousins.

Compensation for each bereavement day used will be made at the equivalent to a typical 8-hour workday for full-time, non-exempt staff. Requests for bereavement leave should be made to the Head of Schools as soon as possible. SBCS reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

Snow Days

SBCS is closed when Buffalo Public Schools are closed and on other days when the Head of Schools determines that the school must be closed. You will be notified of such closings through the SBCS emergency telephone tree. In addition, please listen to the local news for information on school closings.

Lunch Periods

Employees are allowed an unpaid 45-minute lunch break. The schedule for meal periods is established by the Head of Schools according to class schedules.

Military Leave Policy

Leave for Annual Training

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in reserve or National Guard training programs.

Employees shall be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use vacation time for military duty, but employees who do elect to schedule their vacations to coincide with military duty will receive their full regular vacation pay in addition to any pay from the military.

Leave for Active Reserve or National Guard Duty

Permanent employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard reserves or the National Guard may be granted leaves of absence for the purpose of participating in active-duty tours.

Employees will be granted leave as required to complete the tour of duty for up to five (5) years of cumulative uniformed service-related absences. There are some exceptions that may apply that are exempt from counting toward this five year accumulation.

Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of duty, plus the time required to return home safely and have an eight hour rest period.

Employees with leaves between 31 and 180 days must apply for re-employment no later than fourteen (14) days after completion of uniformed service.

Employees with leaves longer than 180 days must apply for re-employment no later than ninety (90) days after completion of uniformed service.

Time spent in the reserves or the National Guard will be credited to all employees toward meeting length of service requirements for eligibility for retirement benefits and vacation entitlement. Employer pension contributions, however, may be suspended during military service because the employee is not in pay status, and employees will not accrue vacation while in the military.

If an employee chooses, the employee and his/her dependents may continue in SBCS's medical insurance plan for up to 24 months, at the employee's own expense. If the employee does not elect coverage during the time he/she is in military service, once s/he returns to employment, the employee may resume coverage under SBCS's plan without any waiting periods or exclusions (except for service-connected injuries or illnesses).

Religious Observances

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. SBCS respects its employees' religious beliefs and, therefore, will provide one day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation.

Beyond this, we must reconcile employees' religious obligations with the requirements of running a business and serving students. The Head of Schools will authorize schedule changes and/or additional use of vacation leave or unpaid leave only where the requested arrangement, in the Head of School's judgment, neither prevents the requesting employee from meeting the requirements of the job nor unfairly burdens other employees.

Employees who need time off for religious observance should request leave from the Head of Schools at least two weeks in advance. Time off is granted only with prior approval, but will not be unreasonably withheld.

Section VI: Emergency Information & Office Security

Emergency Action Plan

In the event of an emergency, stay calm and think through your actions. Emergency exit maps are in all rooms in the building.

Know important emergency numbers:

- Fire/Police/Ambulance 9-1-1
- Head of Schools Ext. XXX
- Human Resources Specialist Ext. XXX
- Business Administrator Ext. XXX

Be aware of your surroundings;

- Know where stairwell exits are located;
- In the event of any emergency, do not take elevators; use only stairs;
- Do not hesitate to call/alert others if you believe that an emergency is occurring;

Fire

Evacuation:

- Employees are notified of a fire by either the fire alarm system or paged announcement.

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- If the alarm sounds, immediately evacuate the building using the closest stairwell exit; do *not* use the elevators. Do not delay evacuation to get your coat, personal belongings, finish a phone call, or wait for friends.
 - Follow all fire drill procedures to ensure for the safety of all employees and students.

If you discover a fire

- Alert other persons in the immediate hazard area;
- Activate the nearest fire alarm, call 911, call the Receptionist, and/or page an emergency announcement;
- If you have been trained to use a fire extinguisher, following these instructions:
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 - Pull the safety pin;
 - Aim the nozzle at the base of the fire;
 - Squeeze the operating lever;
 - Sweep side to side, covering the base of the fire.

When using a fire extinguisher, always stay between the fire and an exit. Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky, or you are frightened, evacuate immediately.

Medical Emergency

- In the event of a medical emergency, call (9) 9-1-1.
- Call the Receptionist or page an emergency announcement.
- Stay with the ill/injured person but do not move him/her. Be careful not to come into contact with any bodily fluids unless properly trained and protected.
- Send one person to alert the Business Administrator or the Head of Schools so they can notify the emergency contact of the ill/injured person.
- Employees in the immediate vicinity of the emergency but not involved in the emergency effort should leave the area.

Safety Rules

SBCS wants to ensure that its employees remain safe and injury-free when accidents are preventable. We expect our employees to refrain from horseplay, careless behavior, and negligent actions. It is SBCS's policy to maintain a safe and secure working environment for all employees and students.

While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free from clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to the Business Administrator or the Building Engineer.

Reporting Injuries & Illnesses

Though we may not be exposed to the same degree of risk as a typical manufacturing or healthcare facility, still we should recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility at SBCS.

All work-related injuries and illnesses should be reported immediately to the Nurse even if you are not sure whether the injury or illness is truly work-related. Even small, insignificant injuries, if left untreated, can result in more serious conditions.

The Nurse will complete an Accident Report.. When injuries are reported immediately, accidents can be investigated quickly and corrective action taken to prevent another injury.

If you see any potential hazards that need attention, notify the Business Administrator or the Building Engineer immediately.

If you are involved in an accident, you must comply with the following procedure:

- Report the accident to a supervisor or the Human Resources Specialist immediately;
- Obtain the necessary medical treatment;
- Fill out an accident report regardless of the severity of the injury;
- If you must seek additional medical treatment, obtain consent to leave the premises from your supervisor before doing so.

Employees who fail to comply with this procedure are subject to disciplinary consequences.

Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. Employees are expected to keep their place of work organized and materials in good order at all times. Report anything that needs repair or replacement to the Building Engineer.

Smoking in the Workplace

SBCS is committed to providing a safe and healthy environment for employees and visitors. The New York State Pro-Kids Act prohibits tobacco use in school buildings, on school grounds, and in any vehicle used by a school, such as school buses or vans. Schools, when reviewing the tobacco use issues, need not only be knowledgeable about the new State Pro-Kids Act, but also other tobacco use legislation such as the New York State Clean Indoor Air Act of 1989 and U.S. Title X of Goals 2000: Pro-Children Act of 1994.

Accordingly, smoking is strictly prohibited anywhere on school grounds or any other place where students are.

General Computer Usage Policy

General Usage

SBCS requires a General Computer Usage Policy to accomplish its educational objectives in a secure and timely manner. That commitment must extend to every individual involved in school operations.

- All data on information systems at SBCS is classified as SBCS proprietary information.
- *Any attempt to circumvent SBCS's security procedures is strictly prohibited.*
- Unauthorized use, destruction, modification, and/or distribution of SBCS's information or information systems is strictly prohibited.
- All SBCS information systems are subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy with regard to their activity on SBCS's information systems.
- Use of any SBCS information systems to disseminate information in a manner bringing damage to SBCS or its students is not authorized.
- Individual passwords will be kept strictly confidential. Never give your username and password to another individual; however, employees must provide the Network Administrator with their individual passwords if so requested.
- Misuse, as defined in this Policy, will be handled directly with the offender and could include disciplinary action up to and including discharge.
- Nothing in this policy should be read as prohibiting employees from discussing the terms and conditions of their employment with one another.

Internet Usage

Internet usage is provided to SBCS employees to conduct work-related business. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect a user's performance of employment-related activities. Non-business Internet activity will be restricted to non-business hours.

E-mail Usage

E-mail accounts are provided to SBCS employees to conduct work-related business. While this resource is to be used primarily for business, SBCS realizes that employees may occasionally use this privilege for personal matters and therefore permits limited personal e-mail during non-business hours.

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- All e-mail on the SBCS information systems, including personal e-mail, is the property of SBCS. As such, all e-mail can, and may, periodically be monitored.
 - Outgoing and incoming e-mail of an offensive, pornographic, or otherwise inappropriate nature is prohibited. Violations of this policy may result in disciplinary action, up to and including termination of employment.
 - E-mail should be treated as if it were written correspondence and should be considered binding. Each user should assume that his/her message will go to the worst possible destination (*e.g.*, newspaper headline, radio/telephone news).
 - The deletion of an e-mail message does not necessarily mean that it cannot be retrieved. Assume that SBCS has the ability to retrieve all deleted e-mail messages and viewed Internet sites.
 - Unless specifically authorized by the Network Administrator, no user should open an attachment to an e-mail unless the attachment is business-related, the user knows the source from which the attachment file is being sent, and the user is expecting the file. In no case should employees use SBCS's e-mail system to send or receive chain mail, spam, or "listserv" messages.
 - SBCS only allows downloading of files or printing from the Internet that relates directly to SBCS business. "Downloading" means loading a file onto a SBCS computer or disk from the Internet. Under no circumstances may an employee download any file from the Internet for personal use.
 - E-mail should be checked at least twice a day during non-instructional time and should be responded to within 24 hours. If you have an issue that requires a response within 24 hours, you should speak with the person rather than use e-mail. E-mails should be sent only to persons to whom the message must be directed, and the e-mail system should be used only for business information.
 - When sending e-mails, make sure to include specific descriptions in the subject line and keep messages short and to the point. For lengthy messages, please attached a word or PDF document.

Desktop Services

SBCS prohibits the downloading of software from the Internet because of significant risk of infecting SBCS's systems with a virus and the unreliability of such downloaded software. All of SBCS's information systems will be subject to periodic inventory and inspection for compliance.

Print Request Procedure

The following procedure should be used to submit a print request to the Copy Center:

1. E-mail the print request to the Copy Center Clerk (1 document only per request). Write the phrase "SBCS Print" in the subject line, and attach the document to the e-mail.

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2. In the body of the email state the number of copies you need, along with details such as single or double sided preference, staple preference, and if the document needs to be laminated or poster sized and/or if it is a transparency
 3. For color copy requests, prior approval must be given by the Head of Schools before the request can be submitted to Copy Center Clerk. Submit the request with rationale for a color copy by email to the Head of Schools. If the request is approved the request will be sent directly to the Copy Center Clerk, and, if denied, the request will be sent back to you with the reason for the denial.

Please note there is a 48 hour completion time based on the time and date of submission.

Social Media

The purpose of this policy is to communicate the expectation of SBCS concerning its employees' use of social media as it relates to SBCS's business.

1. Employees who engage in social networking activities, such as Facebook, LinkedIn, Myspace, Twitter, blogs, or other online discussion groups, are expected to realize the public nature of such activities and act with the highest degree of professionalism and confidentiality.
2. SBCS expects its employees to comply with all state and federal laws, rules, and regulations concerning student confidentiality. Using social media to disseminate any information, confidential or otherwise, about SBCS's students is prohibited.
3. Unless otherwise directed by a supervisor, employees are prohibited from using social media while at work. This includes, but is not limited to, using SBCS equipment or systems for writing, posting, or otherwise contributing to blogs, personal websites or web pages, listservs or mailing lists, social or other networking sites, or audio-or video-sharing websites. This prohibition applies to the use of SBCS or personal cell phones to access social media sites during work hours.
4. Unless otherwise directed in writing by the Head of Schools, employees are prohibited from representing themselves through social media outlets as acting on behalf of or at the direction of SBCS. Employees may not use, refer to, or post any of SBCS's protected information, including its confidential practices, financial information, strategic plans, or any non-public information about its students, vendors, or other business associates. Employees further are prohibited from making false or misleading statements about SBCS. Nothing in this provision is meant to prohibit employees from discussing the terms and conditions of their employment via social media.
5. Employees' use of social media outside of the work place must comply with SBCS's policies, including its anti-harassment and anti-discrimination policies. SBCS has a no-tolerance policy concerning unlawful harassing or discriminatory behavior, and any instances

of unlawful harassment or discrimination via the Internet will result in discipline. Employees may not use any form of social or other electronic media to unlawfully harass, threaten, slander, defame, or discriminate against any co-worker or other person associated with SBCS. Nothing in this provision is meant to prohibit employees from discussing the terms and conditions of their employment via social media.

6. SBCS respects its employees' rights to discuss the terms and conditions of their employment. Nothing in this policy should be construed as curtailing those rights. SBCS reserves its rights to monitor employee conduct through the public portions of social networking sites, public blogs, or other electronic media. Failure to comply with the policies listed above may subject employees to discipline up to and including termination.

Recording Devices Prohibited

SBCS prohibits the use of any recording device on SBCS property and/or during working hours unless specifically permitted by SBCS. The use of picture phones or other recording of visual images or sound is specifically prohibited in restrooms, any other area where members of the public or co-workers would enjoy a reasonable expectation of privacy, and in any areas in which sensitive or closely-guarded student or business materials are used or housed. Any employee found in violation of this policy will be subject to discipline up to and including termination of employment and may also be subject to prosecution to the fullest extent permitted under the law. Nothing in this policy should be construed as violating employee rights under applicable labor relations laws.

Confidentiality of Student Records

State law and proper educational practice require that student records (educational, health and behavioral) be kept confidential except where dissemination is authorized and necessary. All employees are required to maintain such confidentiality at all times and to contact the Head of Schools if there is any doubt about the propriety of releasing information. Only employees who need access to student records for educational or therapeutic purposes may have access to these records.

Media and Public Relations

The Head of Schools is to be the first point of contact for all media relation issues. Periodically, members of the staff may be contacted by the media regarding organization and school activities. In such cases, the employee should answer only those questions they feel comfortable addressing. The employee should be honest at all times and should remember the need to maintain confidentiality regarding the names and activities of children. Employees should contact the Head of Schools if in doubt about how to respond to a media inquiry. Additionally,

the Head of Schools should be contacted prior to giving any photograph or picture to the media as specific permission from a student's family may be required prior to publication.

Protecting School Information

Protecting SBCS information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss SBCS's confidential business with anyone who does not work for the school. All telephone calls regarding a current or former employee's position/compensation with SBCS must be forwarded to the Head of Schools. SBCS's address shall not be used for the receipt of personal mail.

Care of Equipment

Employees are expected to use proper care when using SBCS property and equipment. No property may be removed from the premises without authorization from the Head of Schools. If the employee loses, breaks, or damages any property, it should be reported to the Head of Schools at once. The employee is responsible for replacing or repairing such property.

Property belonging to SBCS includes all furniture, educational equipment, curriculum materials, computer and telecommunications equipment, athletic equipment, books, papers, and any other supplies and materials purchased by or on behalf of SBCS or donated to SBCS.

Employees must protect the physical condition and content of all SBCS property. No copying, disseminating, publishing or transmitting of any content of any SBCS property is permitted without authorization from the Head of Schools, except when necessary for ordinary school related educational purposes.

Personal Property

SBCS is not responsible for the loss, damage, or theft of any personal property.

Section VII: General Practices

Access to Personnel Files

Employees can inspect part or all of their personnel file by giving 3 business days written notice to the Head of Schools. Any inspection will take place in the presence of the Head of Schools. The file may be inspected at reasonable times during regular business hours and in the office where the files are kept. Employees may take notes regarding the contents of the file. Employees may place a statement in the file if an error is found. Employees are allowed to obtain copies of their evaluations. The request must be in writing and submitted to the Head of Schools.

Changes in Personal Data

SBCS needs to maintain up-to-date information about all employees in order to aid the employee and/or their family in case of personal emergencies. Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be recorded on an employee information form and be given to the Human Resources Specialist immediately. Payroll status changes will be made only after receipt of employee information forms. Please see the Human Resources Specialist whenever such a change might impact your benefits. SBCS always must have your current address and phone number.

Job Postings

Open positions will be posted on official bulletin boards at the school and on the school website. When an opening occurs and job specifications have been identified, the open position will be posted at for a period of no less than five (5) working days. External advertising and recruiting will be done as necessary to insure an adequate pool of applicants.

Employees wishing to apply for the open position must complete an application and provide all necessary informational forms before employment is finalized. The applicant who can best fill the requirements of the position will be recommended for employment. The selection of personnel shall be based upon the qualifications of the applicant and the performance responsibilities of the position for which s/he is applying. Applicants must possess all established educational requirements when applicable.

Employee Break room

An employee break room is available for employee use. Although general custodial care is provided, employees are expected to clean up after eating.

Expense Reimbursement

SBCS will reimburse employees for reasonable business expenses. Business expense reimbursements require receipts and completion of the proper forms. The Business Administrator can provide expense reimbursement forms. The following business expenses will be reimbursed:

Automobile Expense (Head of Schools will provide this information based on the maximum allowable rate under current IRS rules);

Lodging not to exceed \$65.00 per night or the average rate for lodging in the city to which the employee is traveling;

Tolls and parking; and

Per diem expenses for overnight trips which will be no more than \$34.00 per day or the average rate for meals in the city to which the employee is traveling, unless otherwise pre-approved by the Head of Schools.

Prior authorization from the Head of Schools is required before making any business expenditure. All travel arrangements must be approved prior to the first travel date.

Visitors

If the employee is expecting a visitor, please notify the Head of Schools. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized, or potentially hazardous areas.

Personal Telephone Calls

It is important to keep our telephone lines free for SBCS related calls. Personal calls during school hours are discouraged. *The use of cellular, digital or other portable telephones in the classroom or during any school activity is not allowed.* We do realize that the occasional use of SBCS's telephones for a personal emergency may be necessary. Personal long distance phone calls are not allowed. Individuals found making long distance calls will be required to pay for the call may be disciplined.

Dress Code

All staff members are expected to dress appropriately and professionally to set a tone of respect and professionalism for students, parents, and visitors. The Head of Schools may modify the dress code for special days and weather situations.

The dress code for men is button-down shirts and ties, slacks or dress pants, and appropriate shoes. Women should wear dress slacks, skirts, blouses, and sweaters with appropriate shoes. **Inappropriate Attire or Appearance Includes, Unless Otherwise Approved by the Head of Schools:**

- Blue jean clothing of any color or style, casual shorts, leggings, jogging or sweat suits/socks;
- Sweat shirts, T-shirts, tank tops, oversized shirts;
- Sundresses, tank tops, or other trendy wear, including exceptionally short dresses/skirts or crop tops;
- Clothing made of fleece, flannels, leathers, or spandex;
- Any clothing item displaying an offensive comment or graphic illustration or logo clothing including sport teams, cartoon characters, etc., unless otherwise specified;

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- Jewelry (such as large chains, facial jewelry such as nose rings, etc.) or other objects of personal expression (such as visible tattoos) that are distracting, large, or represent an unprofessional image as determined by SBCS;
 - Dirty, ragged, ungroomed, or sexually provocative, revealing, or see-through clothing or appearance;
 - Any other attire or appearance SBCS deems to be inappropriate to the business environment.

Personal Hygiene

Proper hygiene promotes professionalism within our organization and a favorable image to our students, and it also helps us to maintain a safe and healthy environment. Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Outside Employment

Although SBCS understands that employees may need to have additional employment outside of school, outside employment must not conflict in any way with the employees' responsibilities within the school or interfere in any way with the employees' ability to fulfill obligations to the school and its students. Employees may not work for a competitor nor take an ownership position with a competitor. Employees may not conduct outside work while on school time or use school property, equipment, or facilities in connection with outside work.

Parking

Free parking facilities are available to employees in designated areas. SBCS is not responsible for loss, damage, or theft of your vehicle. Therefore, we suggest that you lock your car doors and store valuables in your locked trunk.

Driving While on SBCS Business

Purpose

Driver inattention is a factor in a majority of motor vehicle accidents. Not only are we concerned about your welfare as a SBCS employee, we also are concerned about the welfare of others who could be put in harm's way by inattentive driving. As a driver, your first responsibility is to pay attention to the road. When driving on SBCS business or driving while conducting business on behalf of SBCS in any other manner, the following apply:

Cellular Phone and Handheld Device Use

It is against the law in New York to use a handheld device while operating a motor vehicle. SBCS expects each employee to obey the law. As a result, you must not use a handheld device while operating a motor vehicle. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or arrive at your destination, and if you do so then, it must be via a hands-free device.

Distracted Driving

In compliance with the law, SBCS prohibits employees from emailing, texting, or engaging in other distracted behavior while driving. If you are driving on SBCS business, you must comply with all Vehicle and Traffic Safety laws. For your safety, SBCS urges you to avoid distracted driving at all times.

Obey the Law

SBCS is not responsible for any moving traffic violations, parking tickets, or any other violations of city ordinances or state or federal laws regarding your driving habits and operation/care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for SBCS.

Other Safe Driving Precautions:

- Use better judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety;
- Make an effort to avoid distractions such as eating, applying makeup, paying too much attention to your radio/CD player, or other distracting behavior;

-
- Do not drive if your ability to drive safely is impaired by the influence of medications;
 - Laptop computers should never be used at any time while driving;
 - If using a vehicle not your own (rental or otherwise), be sure to adjust the mirrors properly and to familiarize yourself with the vehicle's controls before operating;
 - Be concerned for your co-workers' safety. Ask them to call you back at a safer time if they call you while driving;
 - Abide by the law and use a designated driver or the BADD program;

Employees who drive for SBCS business must have a current, valid driver's license.

Improper Payments and Gifts

SBCS prohibits the solicitation, acceptance, offer, or payment to any person or organization of any bribe, kickback or similar consideration of any kind, including money, services, goods, or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state, or local law). Do not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the decisions of SBCS or the party with whom SBCS is dealing.

Physical Examinations

SBCS may require a job-related medical examination when there is a need to determine if an employee can perform the essential functions of his/her position. This exam will identify physical limitations or restrictions. A medical examination may also identify significant health or safety risks to the employee or others, by identifying infectious diseases or other medical monitoring as required by medical standards, professional licensing bodies, or standards established by federal, state, or local law.

SBCS may conduct voluntary medical examinations and health promotion activities. The records from these screenings will be kept confidential.

The cost of the voluntary or medical examinations rests with SBCS. The employee is not responsible for accruing any of the costs for these procedures.

A doctor's note may be required for employees who are absent as a result of injury, illness, or disability.



Solicitations, Distributions, And Use of Bulletin Boards

Understanding that employees may occasionally wish to communicate with their coworkers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children's groups/schools, and other non-work related events, we allow use of the break room to disseminate such information. To ensure compliance with company policies, federal and state laws, rules and regulations all postings should be provided to the Human Resources Specialist in advance.

Out of respect for others' efficiency, please do not use work e-mail or voicemail or other resources as a means to solicit or distribute non-work related materials. Activities that disrupt work hours or operations will not be allowed to continue.

Nothing in this policy is meant to prevent employees from discussing the terms and conditions of their employment.

Background Checks and Fingerprinting

All employees may be subject to fingerprinting and criminal background checks in accordance with applicable state and federal laws. Employees must comply with all processing procedures and must provide all requested information. Failure to do so may result in termination from employment. Employees have an obligation to notify the Head of Schools in the event that the employee is convicted of a crime. Criminal history records will be kept confidential and disclosed only when necessary for the safety of students and employees and then only when allowed by law to be disclosed. SBCS will not discriminate against any employee based on the employee's position as a member of a class protected by law.

SBCS EMPLOYEE HANDBOOK: APPENDICES

REPORT OF JURY DUTY PAY

Employee Name: _____ Date: _____

To: Head of Schools

I was out of the office on jury duty from _____ to _____, or (if you did not serve on consecutive days) on these dates:

_____.

This is a copy of my jury duty pay statement. I understand that, although SBCS's benefits program includes pay continuation during jury duty, the additional money I earn while performing jury duty must be paid to SBCS. I understand, therefore, that my jury duty pay (pay only, not the transportation allowance):

Check one:

Will be subtracted from a future paycheck

OR

Will be endorsed and paid directly to SBCS.

Signed: _____

Policy against Sexual and Other Unlawful Harassment, Discrimination, and Retaliation.

SBCS's policy is to provide a work environment free from harassment. Therefore, we prohibit verbal or physical harassment of one employee by another employee, supervisor, or third-party for any reason including, but not limited to veteran status, race, color, religion, gender, national origin, age, physical or mental disability, sexual orientation, predisposing genetic condition, or marital status. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all employees, students, guests, vendors, and other persons doing business with SBCS.

Harassment Based on Veteran Status, Race, Color, Religion, Gender, National Origin, Age, Physical or Mental Disability, Sexual Orientation, Predisposing Genetic Condition, Marital Status, or Other Category Protected by Law.

Harassment based on veteran status, race, color, religion, gender, national origin, age, physical or mental disability, sexual orientation, predisposing genetic condition, or marital status, or any other category protected by law can include any severe or continued verbal, written, or physical act in which such protected categories are used to make an employee uncomfortable at work or that interferes with an employee's ability to perform his/her job. Harassment may take many forms. While it is impossible to provide an exhaustive list, the following is a list of some examples of harassing behavior that SBCS will not tolerate:

1. Jokes that refer to veteran status, race, color, religion, gender, national origin, age, physical or mental disability, sexual orientation, predisposing genetic condition, or marital status, or any other category protected by law, regardless of medium;
2. Posting or distributing cartoons, drawings, or any other material that negatively depicts a person's veteran status, race, color, religion, gender, national origin, age, physical or mental disability, sexual orientation, predisposing genetic condition, or marital status, or other category protected by law, regardless of medium;
3. The use of slurs or other offensive language;
4. Practical jokes, horseplay, or teasing that makes fun of or insults a person's veteran status, race, color, religion, gender, national origin, age, physical or mental disability, sexual orientation, predisposing genetic condition, or marital status, or membership in any other category protected by law; or
5. Any act of retaliation against an individual who reports a violation of this policy or who participates in the investigation of a complaint made pursuant to this policy.

Some conduct, even though consensual, may violate the harassment policy because it creates a hostile environment for others (e.g., a third party overhearing a joke).

Sexual Harassment Policy

Sexual harassment, which is one type of prohibited harassment, warrants special attention. We prohibit sexual harassment of any employee by another employee, supervisor, or third party. Sexual harassment has been defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
3. Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of conduct prohibited by this policy include, but are not limited to:

1. Unwelcome sexual flirtation, advances, or propositions;
2. Verbal comments related to an individual's gender;
3. Explicit or degrading verbal comments about another individual or his/her appearance;
4. The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer or other electronic device;
5. Any sexually offensive or abusive physical conduct;
6. The taking of or the refusal to take any personnel action based on an employee's submission to or rejection of sexual overtures; or
7. Displaying cartoons or telling jokes which relate to an individual's gender.

Sexual harassment of an employee will not be tolerated. Violations of this policy will result in disciplinary action up to and including discharge. No adverse action will be taken against any employee who, in good faith, reports violations of this policy or participates in the investigation of any such reported violations.

Although sexual harassment is limited to unwelcome actions, private, personal, consensual conduct may at some point become unwelcome. Employees who participate in a consensual relationship, and who at some point wish to discontinue the relationship, should tell the other participant, either verbally or in writing, that the conduct is no longer welcome and, therefore,

must cease. Any employee or other party advised that certain conduct previously acceptable to an employee is now unwelcome shall cease such conduct immediately. Any conduct of a sexual nature following such notice may be determined to be sexual harassment.

Reporting, Investigating, and Handling of Discrimination, Harassment, and Retaliation

If you experience or witness sexual or other unlawful harassment at work, report it immediately to the Head of Schools. If the Head of Schools is unavailable or if you believe that it would be inappropriate to report it to your supervisor, you should immediately contact the Business Administrator, Steven Dietz, (who is SBCS's designated Complaint Officer). When a complaint is first received by someone other than Steven Dietz, that person shall relay the complaint to her immediately. In the event that he is not available, the reporting employee shall report his/her complaint to the Head of Schools. All such reports will remain confidential to the extent possible during the investigatory process.

Any employee who believes he/she is being harassed may report a complaint through the informal or formal complaint procedures set forth below:

Informal Procedure- If the reporting employee so requests, the Complaint Officer will talk to the alleged harasser on the employee's behalf or arrange for a meeting or mediation between the reporting employee and the alleged harasser, with the assistance of the Complaint Officer. In addition, there may be instances in which an individual seeks only to discuss matters, and such discussion should be encouraged. An individual reporting sexual or other harassment should be aware, however, that the Complaint Officer may decide it is necessary to take action to address the harassment beyond an informal discussion. The best course of action in any case will depend on many factors and, therefore, this informal procedure is, and has been developed to remain, flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure- In the event that the reporting employee does not wish to pursue the informal procedure, or in the event that the informal procedure does not produce a result satisfactory to the reporting employee, the Complaint Officer will initiate a formal procedure by interviewing the reporting employee, any witnesses with knowledge of the complaint or persons who may have related information, and the alleged harasser.

After receipt of a complaint, the Complaint Officer will conduct an immediate investigation of the charges. The investigator shall record and document all information received in the investigation of complaints. During the investigation, the Complaint Officer may take any action necessary to protect the complainant or other employees. This action may include but is not limited to removal or transfer of an employee. However, if a Complaint Officer has knowledge of or has reason to know of any alleged harassment, SBCS is obligated, even in the absence of a complaint, to investigate such conduct promptly and thoroughly.

Based upon the results of the investigation, immediate and corrective action will be taken, up to and including termination of the offender's employment in accordance with legal guidelines.

Employees are hereby placed on notice that if an employee engages in acts which SBCS determines to be acts of harassment or unlawful discrimination, such acts are outside of the course and scope of the employee's employment. Such conduct may result in the employee having to obtain his or her own legal counsel, and may result in a money judgment against the employee personally, or the filing of criminal charges.

SBCS prohibits any retaliatory behavior directed against reporting employees and/or witnesses. Any such retaliation may result in discipline up to and including discharge. Reporting employees or witnesses experiencing retaliation from anyone should report it to the Complaint Officer immediately.

A copy of this policy shall be posted in appropriate places and be made available to all employees.

ACKNOWLEDGMENT

I hereby acknowledge receipt of SBCS's *Policy Against Sexual And Other Harassment, Discrimination and Retaliation*. I have read the provisions of the policy and agree to abide by them. I further understand that should I have any questions about the policy, or any concerns about the matters addressed in it, I can speak with the Head of Schools, the Business Administrator, or any member of the Board of Trustees.

Print Name: _____

Sign Name: _____

Date: _____

DISCRIMINATION, HARASSMENT, AND/OR RETALIATION COMPLAINT FORM

Complainant:

Name: _____

Position with SBCS: _____

Mailing Address: _____

Telephone: _____

Date Filed: _____

Description of Alleged Discrimination (use additional sheets, if necessary):

Time and Place of Violation: _____

Statement of Complaint: _____

Remedy Sought by Complainant: _____

Informal and/or Formal Steps of Complaint Procedures: _____

(If Applicable) Dissatisfaction with Informal Complaint Procedure: _____

(To Be Completed by SBCS Personnel) Decision of Complaint Officer: _____

(To Be Completed by SBCS Personnel) Action taken, if any: _____

Other Comments: _____

Signature of Complainant

APPENDIX E

FAMILY AND MEDICAL LEAVE POLICY

SBCS has adopted this policy to implement the terms of the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to such leave on the terms and conditions stated in this policy and in the regulations issued by the Department of Labor under the FMLA.

A. Definitions:

For purposes of this policy, the following definitions apply:

1. “Eligible Employee” means an individual who has been employed by SBCS for at least 12 months, has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave, and is employed at a worksite with at least 50 employees within 75 miles of that worksite.

2. “FMLA Leave” means leave that qualifies under the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, Pub. L. 110-181, and the Department of Labor’s regulations, and is designated by SBCS as qualifying leave.

3. “Leave Year” means the 12-month period measured backward from the date each employee’s leave commenced.

4. “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

5. “Inpatient Care” means an overnight stay in a hospital, hospice, or residential medical care facility, including a period of incapacity or any subsequent treatment in connection with the inpatient care.

6. “Continuing Treatment” includes any one or more of the following:

a. A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

i. Treatment by a health care provider two (2) or more times within 30 days of the first day of incapacity; or

ii. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider;

b. A period of incapacity due to pregnancy or prenatal care;

c. A period of incapacity or treatment for such incapacity due to a chronic serious health condition;

d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or

e. Any period of absence to receive multiple treatments by a health care provider.

7. “Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

8. “Covered Military Member” means the employee’s spouse, son, daughter, or parent on active duty or call to active duty status.

9. “Active duty or call to active duty” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as either a member of the reserve components, or a retired member of the Armed Forces or Reserve.

10. “Serious Injury or Illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

11. “Qualifying Exigency” means one or more of the following circumstances:

a. Short-notice deployment – to address any issues that may arise due to the fact that the Covered Military Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment;

b. Military events and related activities – to attend any official ceremony, program, or event sponsored by the military that is related to the Covered Military Member’s active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;

c. Child care and school activities – to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the Covered Military Member’s active duty or call to active duty;

d. Financial and legal arrangements – to make or update financial or legal arrangements related the Covered Military Member’s absence while on active duty; and to act as the Covered Military Member’s representative with regard to obtaining, arranging or appealing military benefits;

e. Counseling – to attend counseling sessions related to the Covered Military Member’s deployment or active duty status;

f. Rest and recuperation – to spend up to five (5) days with a Covered Military Member who is on short-term, temporary rest and recuperation leave;

g. Post-deployment activities – to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Military Member’s active duty status; and to address issues arising from the death of a Covered Military Member ; and/or

h. Other activities that SBCS and the employee agree qualify as an exigency.

B. Reasons for FMLA Leave:

An Eligible Employee is entitled to a total of 12-weeks of unpaid leave during each Leave Year in the event of one or more of the following:

1. The birth, adoption or placement for foster care of a son or daughter of the employee and to care for such child. Leave must be taken during the 12-month period following the birth or placement, and must be taken in a single consecutive period and may not be taken intermittently or on a reduced schedule.

2. A serious health condition of a qualifying family member, *i.e.* spouse, son, daughter, or parent of the employee, if the employee is needed to care for such family member.

3. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her job.

4. Any “qualifying exigency” arising out of the fact that an employee’s spouse, parent, son or daughter is on active duty or has been called to active duty in the Armed Forces in support of a contingency operation.

An Eligible Employee is entitled to a total of 26 weeks of unpaid leave during a single 12-month period to care for a parent, son, daughter, spouse, or next of kin who is a Covered Servicemember, regardless of whether the employee has taken leave for another FMLA qualifying reason in the past 12-months.

Any leave taken under one or more of these circumstances will be counted against the employee’s total entitlement to FMLA leave for that Leave Year.

C. Paid Leave Benefit Coordination with FMLA Leave:

FMLA leave under this policy is generally unpaid leave. If, however, the employee is eligible for any paid leave under any other benefit programs such as accrued vacation or unused sick or personal days, the employee will be required to exhaust the paid leave on the commencement of, and concurrently with, FMLA leave (unless the employee's own serious health condition has caused the leave and the employee is receiving workers' compensation benefits). Paid leave will run concurrently with and be counted toward the employee's total 12-week or 26-week period of FMLA leave.

Employees on leave that qualifies both as workers' compensation and FMLA leave who are offered a light duty position will have the option of remaining on FMLA leave without pay (and foregoing the light duty position and additional workers' compensation benefits) or accepting the light duty position. If the employee accepts the light duty position, then the employee's right to job restoration (as described below) runs through the end of the applicable Leave Year. If the employee accepts light duty, then s/he retains the right to be restored to the same position the employee held at the time his or her FMLA leave commenced or to an equivalent position.

D. Intermittent or Reduced Scheduled Leave:

FMLA leave may be taken intermittently or on a reduced work schedule basis. If FMLA leave is taken intermittently or on a reduced schedule basis, then SBCS may require the employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave due to foreseeable medical treatment.

Every employee is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt SBCS operations. Any employee who needs an intermittent or reduced schedule leave shall submit an application for such leave on a form supplied by SBCS at the time described above. The employee shall also, within the time limits set forth, provide SBCS with the proper medical certification on Form WH-380-E, which will be supplied by the Human Resources Specialist, regarding the need for such intermittent or reduced schedule leave.

As in the case for other FMLA leaves, SBCS may require a second or third medical certification. Prior to the commencement of any intermittent or reduced schedule leave, the employee requesting intermittent or reduced scheduled leave must advise SBCS of the reasons why the intermittent/reduced scheduled leave is necessary and of the schedule for treatment, if applicable. The employee and SBCS shall attempt to work out a schedule for such leave that meets the employee's needs without disrupting SBCS operations.

E. Employee Notice Requirement:

Employees are required to provide SBCS with sufficient information to make it aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. Sufficient information may include the following: that the employee is unable to perform his or her job functions; that the employee's family member is unable to perform his or her daily

activities; that the employee or his or her family member must be hospitalized or undergo continuing treatment; or the circumstances supporting the need for military family leave. When an employee seeks leave due to a FMLA-qualifying reason for which SBCS previously has provided FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave and the need for FMLA leave.

If the need for leave is foreseeable, the employee is required to provide such notice to the Head of Schools at least 30 days before the commencement of the leave, unless impracticable to do so under the circumstances, in which case notice must be given as soon as possible, generally the same or the next business day. The employee also must follow any SBCS policy requiring advance notice, reasons for leave and anticipated start and duration of the leave. Failure to provide advance notice or follow SBCS policy when the need for leave is foreseeable may result in delay or denial of FMLA leave. If the leave is not foreseeable, the employee must provide notice to SBCS of need for leave as soon as practicable, and must follow SBCS normal call-in procedures, as set forth in this Handbook. Failure to follow SBCS's call-in procedures, absent unusual circumstances, will result in delay or denial of the leave.

In case of planned medical treatment for a serious health condition, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt the operations of SBCS. Employees are required to give additional notice as soon as practicable whenever there is a change in the dates of scheduled leave. SBCS requires that the employee's health care provider complete a fitness-for-duty certification that specifically addresses whether the employee is able to perform the essential functions of his or her job before the employee can return to work. If SBCS has a "reasonable safety concern," it may also require periodic fitness-for-duty certifications prior to the employee's return from intermittent FMLA leave, up to once every 30 days. A "reasonable safety concern" means a reasonable belief of significant risk of harm to the individual employee or others.

After receiving sufficient notice of an employee's need for FMLA-qualifying leave, SBCS will notify the employee of his or her eligibility to take FMLA leave within five (5) business days of the request, absent extenuating circumstances. At this time, SBCS also will provide the employee with written notice of the employee's rights and obligations with respect to the leave (as well as providing copies of the required certification form).

F. Application and Medical Certification:

A leave to care for the employee's own serious health condition, or the serious health condition of a covered family member, must be supported by a medical certification completed by the health care provider for the employee or the covered family member. A qualifying exigency leave or a leave to care for a Covered Servicemember with a serious injury or illness must also be supported by a certification. SBCS will provide the proper certification to the employee for his or her respective leave within five (5) business days of the employee's request for leave. The employee must return a complete copy of the appropriate certification to the Human Resources Specialist within 15 calendar days of receiving the certification, unless it is not practicable. If the employee returns an incomplete or insufficient certification, then the Human Resources Specialist shall advise the employee in writing what additional information is necessary to make

the certification complete and sufficient. In order to cure the deficiency, the employee must then return a complete and sufficient certification to within seven (7) calendar days. If the employee fails to cure a deficiency in a certification, or fails to return a certification, within the prescribed time period, may deny the taking of leave.

A SBCS representative (other than the employee's direct supervisor) may contact the employee's health care provider to clarify or authenticate the medical certification submitted for leave for the employee's own serious health condition or the serious health condition of a family member. If SBCS has reason to doubt the validity of a medical certification, the employee will be required to obtain a second or third opinion at SBCS's expense. Failure to comply with these certification requirements will result in the delay, denial, or termination of leave. An employee who will be on a FMLA leave for more than one (1) week is required to call Human Resources Specialist weekly to report when and if the employee expects to return to work. SBCS may request recertification at any time during the course of the leave for the employee's own serious health condition, if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described in the previous certification have changed significantly; or (3) if SBCS has reason to suspect that an employee on FMLA leave has fraudulently obtained the FMLA leave. If desired by SBCS a second or third certification in the manner provided above may be required. If the employee's leave to care for his or her own serious health condition or that of a family member is expected to last more than 30 days, SBCS will require a new certification from the employee's health care provider when leave is scheduled to expire, or every six (6) months, whichever occurs earlier.

When SBCS learns of an FMLA reason for leave after a leave has commenced under another of SBCS's policies it will designate the leave as FMLA-qualifying from the commencement of the leave. Employees are required to cooperate in providing SBCS with information needed to make this determination.

G. Continuation of Group Health Benefits:

SBCS will maintain the employee's coverage under a group health plan during the period of FMLA leave under the same terms and conditions as though the employee were actively working. During the leave, the employee will be required to continue to make all premium payments that he/she otherwise would have had to make if actively employed. Where feasible, SBCS will advise the employee concerning the necessary arrangements for such payments prior to the commencement of the leave. If the employee fails to return to work following the expiration of FMLA leave for a reason other than a serious health condition or circumstances beyond the employee's control, SBCS will be entitled to the repayment by the employee of any premiums paid by SBCS during the leave. Failure to make timely premium payments may result in the termination of coverage.

An employee on FMLA leave should deliver payment of the employee's portion of such premium to the Business Administrator prior to the first work day of each month. Failure to make prompt payment of the employee's portion of such premium may result in the loss of medical insurance coverage for the duration of the FMLA leave, but once the employee returns to work, the medical insurance will be restored as of the date that the employee returns. If the

employee does not return from FMLA leave or returns to work, but does not remain an active employee for at least 30 days, SBCS may seek to recover the amount paid for such insurance premiums from the employee.

An employee on FMLA leave shall be responsible for the payment of the full premium for all other insurance, pensions and other benefits. Failure of the employee to pay the entire premium for such items shall result in their lapse for the duration of the FMLA leave. If the employee returns from FMLA leave, all such insurance, pension, and other benefits shall be restored without any break in service. For the time that an employee is on FMLA Leave, s/he shall not accrue any credit toward vacation or other benefits based on time worked.

H. Return to Work / Fitness-for-Duty Certification:

Consistent with SBCS practices, before returning to work following a medical leave due to the employee's serious health condition, the employee will be required to present a fitness-for-duty certification from his/her health care provider that the employee is medically able to resume work and to perform the essential functions of his or her job. If the date on which an employee is scheduled to return to work from an FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to SBCS within two (2) business days of the change. Subject to the limitations below, an employee returning from FMLA leave will be restored to the position of employment held when the leave commenced or to an equivalent position. Job restoration may be denied if conditions unrelated to the FMLA leave have resulted in the elimination of the employee's position, or if the employee qualifies as a "key employee" (generally the highest paid 10% of the workforce). Key employees may be denied job restoration if it would cause substantial and grievous economic injury to SBCS in which case the key employee will be notified of this decision.

In summary, once FMLA leave expires, an employee who returns to work shall be restored to the same or an equivalent job, if the employee shall have:

1. Called Human Resources Specialist in accordance with terms above;
2. Furnished the Human Resources Specialist with proper certifications and recertifications in accordance with terms above;
3. Submitted to any second or third examination by a health care provider at SBCS's request;
4. Provided the Human Resources Specialist with a medical certification of the employee's ability to return to work and to perform the essential functions of the job; and
5. Returned to work immediately upon expiration of the FMLA leave.

Failure to call the Human Resources Specialist weekly, to provide the required medical recertification or to return to work immediately on expiration of a FMLA leave may result in termination of the employee. Failure to furnish a fitness-for-duty certification of the employee's

ability to return to work and to perform the essential functions of the job may result in the delay of job restoration or the termination of the employee.

I. Employee Rights

SBCS may not interfere with employees' FMLA rights or otherwise discriminate or retaliate against an employee for exercising those rights. In the event that such conduct occurs, the employee may have the right to legal redress.

J. Questions:

Questions about this policy or eligibility for FMLA leave should be directed to the Head of Schools or Business Administrator.

APPENDIX F

SBCS ORGANIZATION CHART