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**SPECIAL EDUCATION ASSOCIATES, INC.**

**EMPLOYEE POLICY HANDBOOK**

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March 2016

## **Section 1 - Welcome**

### **1.1 Organization Overview**

Special Education Associates, Inc. ("SEA" or the "Agency") is an entity incorporated under the laws of the State of New York and is governed by the ownership group consistent with the provisions of our by-laws and articles of incorporation.

The Agency is approved by the New York State Education Department to provide special education services and programming pursuant to the provisions of Section 4410 of the New York State Education Law. The Agency is subject to the following additional laws and regulations:

- Individuals with Disabilities Education Act (IDEA) and regulations thereunder (34 CFR Part 300).
- New York State Education Law (EL) and regulations thereunder (Regulations of the Commissioner of Education; In particular Part 200 and 201)
- Reimbursable Cost Manual, published annually by the NYS Education Department's Rate Setting Unit.

In accordance with the terms of such state agency approvals, and consistent with the terms of certain contracts and/or agreements with specific municipalities (or school districts) on whose behalf the Agency provides such approved services, SEA operates the following program(s) and provides the following services:

- Preschool Special Education Itinerant Services
- Preschool Related Services.
- School-Age Related Services.
- Special Education Teacher Support Services

### **1.2 Mission Statement and Philosophy**

SEA's mission is to provide the highest quality special education and related services to students with developmental and learning disabilities. We believe that every individual child has the potential for growth and that each individual child is entitled to the same opportunities that are available to all other children. To that end, the Agency provides special education itinerant services and related services to assist children with disabilities in maximizing their potential in the least restrictive environment possible.

Services are provided as mandated on the Individualized Education Program (IEP) established by the CPSE or CSE.

The success of our mission requires that SEA fully comply with all legal requirements concerning the provision of special education and related services, as well as the highest standards of ethical conduct. The Agency is firmly committed to full compliance with all applicable laws and regulations, as well as industry-accepted best practices. SEA is dedicated to ensuring a strong control environment, with a transparent and efficient program, that encourages and invites honesty and integrity throughout the agency.

### 1.3 Purpose of this Handbook

This handbook has been prepared to inform employees of the policies and procedures of SEA and to establish the Agency's expectations. It is not all-inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guarantying employment for any length of time and is not intended to induce an employee to accept employment with the Agency.

This handbook applies to all Company employees, however certain policies may or may not apply to teachers, social workers and other non-office (field staff) personnel (collectively, "Teachers").

The Agency reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, at its sole discretion. Every effort will be made to keep you informed of the Agency's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees. Written agreements for paid time off amounts that vary with the policies in this handbook will control if signed by a duly-authorized Agency executive.

### 1.4 At-Will Employment

Employment with SEA is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice, by either the employer or the employee. This at-will employment relationship exists regardless of any statements by office personnel to the contrary. Any agreement with you for employment for any specified

period, or any promises or commitments contrary to the foregoing, must be in a writing signed by a duly-authorized Agency officer.

## Section 2 – Workplace Commitments

### 2.1 Equal Opportunity Employment

SEA is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of race, color, religion, creed, religion, sex, sexual orientation, gender identity, national origin, age, genetic information, disability, marital status, veteran status or any other status or condition protected by applicable law (“Protected Characteristics”). This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, fringe benefits, promotion, job training, referral, discipline and termination.

The Agency will provide reasonable accommodations for the sincerely-held religious beliefs of employees, upon request, in accordance with applicable law and provided that the accommodation(s) do not cause an undue hardship on the Agency’s business.

### 2.2 Disabilities and Accommodations

The Agency complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Agency also provides reasonable accommodation for such individuals in accordance with these laws.

In addition, pregnant employees in New York City are entitled to reasonable accommodations to allow them to perform the essential functions of their job.

Qualified individuals with disabilities (and pregnant employees in New York City) may make requests for reasonable accommodation to Human Resources. On receipt of an accommodation request, the Agency will discuss and identify with the employee the precise limitations resulting from the disability and the potential accommodation(s) that the Agency might make to help overcome those limitations. Employees requesting reasonable accommodations due to a disability may be required to provide documentation from a medical provider of the employee’s workplace limitations.

## 2.3 Non-Harassment Policy

### Introduction

SEA prohibits harassment based on any Protected Characteristic (as defined above) by employees, clients, independent contractors, vendors or other agents. Such harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Agency. Further, any retaliation against an individual for complaining about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

The Agency takes allegations of unlawful harassment seriously. We will respond promptly to complaints of unlawful harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of unlawful harassment - the policy is not designed or intended to limit SEA's authority to discipline or take remedial action for workplace conduct which the Agency deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

### Definition of Unlawful Harassment

Unlawful harassment is generally defined as unwelcome verbal or non-verbal conduct, that denigrates or shows hostility or aversion toward a person because of a Protected Characteristic, and that

- (1) creates an intimidating, hostile or offensive working environment;
- (2) unreasonably interferes with an individual's work performance; or
- (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their Protected Characteristic.

Sexual harassment, which is also unlawful, is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

### Complaints and Investigations

Any employee who feels that he or she has been unlawfully harassed or discriminated against, or has witnessed or become aware of unlawful discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of Human Resources or the Executive Director. This may be done in writing or verbally.

The Agency will promptly investigate all allegations of unlawful discrimination and harassment in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation may include a private interview with the person filing the complaint and with any witnesses. We may also interview the person alleged to have committed unlawful discrimination or harassment. When we have completed our investigation, we may, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action up to and including termination of employment.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

## 2.4 Drug-Free / Alcohol-Free Environment

The Agency recognizes a responsibility to help provide a safe and productive work environment for all employees. We believe that working under the influence of alcohol or illegal drugs can affect an employee's productivity and efficiency and jeopardize the safety of the employee, co-workers and the public.

The Agency will not tolerate, and absolutely prohibits, the use, possession or being under the influence of an illegal drug (1) on Agency property, (2) when the employee is performing Agency business off premises, or (3) when activity away from Agency premises or business affects the employee's suitability for continued employment or may harm the reputation of the Agency or its employees. "Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable, or (2) legally obtainable, but not obtained in a lawful manner.

Employees must report any conviction under a criminal drug statute for violations occurring on Agency premises or while conducting Agency business. This includes a plea of no contest. A report of a conviction must be made within five days after the conviction.

In addition, even legal drugs may affect the safety of the employee, co-workers or members of the public. Therefore, employees should not report to work under the influence of any legal drug that might affect their safety or the safety of others. "Legal Drugs" are those prescribed or over-the-counter drugs that are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

The Agency also prohibits the consumption of alcohol on Agency premises and being under the influence of alcohol while on Agency property or conducting Agency business. However, alcohol may be served at appropriate business social events for employees of legal drinking age who choose to drink it in moderation, but only with advance approval by Human Resources or the Executive Director. All employees are required to obey state and local laws concerning drinking and driving.

The Agency reserves the right to require employment candidates and existing employees to submit to a drug or alcohol test, except as prohibited by applicable law.

## 2.5 Smoking

The Agency is committed to enforcing the provisions of the New York Public Health Law and other laws applicable to our offices. Accordingly, smoking is not allowed in the Agency's offices. Any complaints or conflicts regarding this policy should be directed to

Human Resources. No retaliatory adverse action will be taken against anyone who attempts to exercise his or her rights under this policy.

## 2.6 Open Door Policy

SEA has an open door policy and takes employee concerns and problems seriously. The Agency values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or Human Resources.

## 2.7 Mandated Reporting Policy

Pursuant to the NYS Social Services Law, SEA's teachers, therapists, supervisors, and senior administrators are Mandated Reporters of child abuse and maltreatment. Mandated reporters are required to report suspected child abuse or maltreatment when, in their professional capacity, they are presented with reasonable cause to suspect child abuse or maltreatment. Mandated Reporters are required to call in on a dedicated hotline as soon as possible, and file a written report within 24 hours. The Mandated Reporting laws are comprehensive, and SEA is dedicated to following them to the letter of the law. SEA will fully cooperate with any and all investigations conducted by governmental authorities into any allegations of child abuse and maltreatment. Details of the legal requirements for Mandated Reporters may be found at:  
<http://ocfs.ny.gov/main/publications/pub1159.pdf>

The procedures discussed below are not a substitute for Mandated Reporting. These procedures are for situations where Mandated Reporting is not applicable or required, or when the law does not proscribe specific rules.

### Reporting an Allegation

Any staff member who witnesses suspected child abuse or maltreatment, or who has knowledge or information about or who receives a report about child abuse or maltreatment, is required to orally report the allegation to the Executive Director within one school day. Additionally, any staff members who become aware of child abuse or maltreatment allegations made against an SEA-affiliated individual is required to report the allegation immediately to the Executive Director. This requirement applies even if the allegations are made to a third party, such as ACS, the child's school, or another person or entity.

### Initial Procedures

Upon the receipt of any report under this policy, SEA will initiate an investigation as soon as possible into the reported conduct. During the course of an investigation, SEA will determine whether temporary suspension of the subject employee (with or without pay) is warranted in order to safeguard the health, welfare, and safety of students and/or to ensure the integrity of the investigation.

When determining whether to suspend the employee, the following will be considered: the severity of the alleged behavior; the prior record of the accused employee; the likely disciplinary action if the allegations are substantiated; the nature and frequency of the contact between the subject and students; and any other relevant factors.

### Investigation

Allegations of abuse will be investigated as soon as possible after the receipt of a report. The following investigative procedures will be followed:

- 1) SEA will schedule an interview with the subject employee. The interview will be either in person, or via phone. The interview statements will be written and signed by the interviewer.
- 2) SEA will interview all relevant parties, if possible, including the child's teacher, school staff, parents, and other parties with relevant information.
- 3) The collected data will be analyzed to see whether the employee did in fact violate school policies and/or expected ethical norms. SEA will also determine the nature and severity of the violation.
- 4) Once data collection is complete, SEA will schedule a meeting with the subject employee. During the meeting, the employee will be advised as to the details of the complaint and will be given the opportunity to respond. The employee will be allowed to retain and bring representation.
- 5) After the employee meeting, SEA will finalize the investigative report, a copy of which will be sent to the subject employee.
- 6) Based on the above, SEA will determine the correct course of action. Findings of substantive violations will lead to discipline, up to and including termination. Furthermore, findings may be sent to the Office of Teaching Initiatives and/or the Office of the Professions for further investigation and sanctions. Findings may also be forwarded to law enforcement authorities for further actions.

## 2.7 Non-Retaliation/Whistleblower Policy

The Agency complies with New York State law prohibiting certain retaliatory personnel actions by employers. More specifically, no employee, director, officer or agent of SEA may take any retaliatory action against any Agency employee, director, officer or agency because such individual:

- discloses or threatens to disclose to a supervisor or a public body an activity, policy or practice of SEA that is in violation of law, rule or regulation which violation creates and presents a substantial and specific danger to the public health or safety or that the employee, in good faith, reasonably believes constitutes improper quality of patient care; or
- provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into such violation of a law, rule or regulation of SEA; or
- objects to, or refuses to participate in any such activity, policy or practice in violation of a law, rule or regulation or that the employee, in good faith, reasonably believes constitutes improper quality of patient care.

The protections provided herein shall not apply unless the employee has first brought the activity, policy or practice in violation of law, rule or regulation, or otherwise reasonably believed to constitute improper quality of care, to the attention of an SEA supervisor and has offered SEA, Inc. a reasonable opportunity to correct such activity, policy or practice; provided, however, that this exemption shall not apply to an action or failure to act where the improper quality of care presents an imminent threat to public health or safety or to the health of a specific child and such person believes in good faith that reporting to a supervisor would not result in a corrective action.

Any SEA employee, officer, director or agent who believes they have been the subject of retaliatory personnel action in violation of this policy shall report such alleged or suspected intimidation and/or retaliation to the Compliance Officer. The Compliance Officer shall investigate and address such allegation promptly, thoroughly and objectively and may receive assistance from any internal or external resource as the officer deems necessary or appropriate. All documents and relevant materials shall be confidential and shall not be kept in the personnel files of such individual.

This policy will be interpreted and applied in accordance with Sections 740 and 741 of the New York Labor Law and to the extent that this policy may conflict with those laws, the

laws are controlling over this policy. Further, the Agency retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

## Section 3 –General Policies and Procedures

### 3.1 Confidentiality

During the course of your employment with SEA, you will have access to confidential and proprietary information. This information includes, but is not limited to – personnel information, costs of service, client lists, contractual agreements, intellectual property and marketing/service strategies. It is a condition of your employment that you not disclose this information to third parties during or after employment.

### 3.2 Dress Code

SEA takes great pride in maintaining professionalism in all aspects of our program. Employee attire is expected to be professional and appropriate to their individual work responsibilities and position.

### 3.3 Agency Property

Agency property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used solely for Agency business, and are not permitted off grounds unless authorized. Agency property must be used in the manner for which it was intended. Upon termination, employees are required to return any Agency property they possess.

Phones are provided primarily for business use. The Agency requests that office employees keep personal calls to a minimum. Teachers should not make calls while with a client unless there is an emergency. Personal long distance calls on Company phones are not permitted.

Employees and employers share a relationship based on trust and mutual respect. However, the Agency retains the right to access all Agency property, including computers, desks, file cabinets, storage facilities, and files and folders, electronic or otherwise, at any time. In addition, the Agency reserves the right to question employees and all other persons entering and leaving our premises, and to ask that jackets be opened and/or to inspect any packages, parcels, purses, handbags, briefcases or any other possessions or articles carried to and from Agency premises. Employees should not entertain any expectations of privacy when on Agency grounds or while using Agency property.

### 3.4 Personnel Files

The Agency maintains a personnel file on each employee. These files are kept confidential to the greatest extent practicable. Employees may review their personnel file upon request.

It is important that personnel files accurately reflect each employee's personal information. Employees are expected to inform the Agency of any change in name, address, home phone number, home address, marital status (for tax purposes), number of dependents (for tax purposes) or emergency contact information.

Employees who wish to review their own file should make a written request to the Human Resources Department to schedule an appointment and we will try to accommodate in a reasonable time frame. Personnel Files are Agency property and copies will not be provided to employees or former employees, unless required by applicable law.

### 3.5 Electronic, Communications and Information Systems Policy

The Agency provides certain employees with computer and electronic equipment, including but not limited to telephones, laptop and/or desktop computers, Blackberry devices, mobile phones and other portable electronic devices using service paid for or provided by the Agency, and on-line access to internal and external networks and servers, including the Internet (collectively, the "Technology Resources"), so that employees may communicate more efficiently, serve clients, and accomplish the Agency's business goals.

Use of the Technology Resources is subject to the following general conditions:

- Your use of the Technology Resources should be for Agency purposes only, although a small amount of personal use is permitted so long as it does not interfere with your job responsibilities or otherwise violate any of the Agency's policies.
- **You should have no expectation of privacy in any information that you enter, store, or communicate using the Technology Resources. The Agency has the right to monitor and access all information stored on, or on-line communications sent or received from or through, the Technology Resources. This includes monitoring and accessing your personal email (e.g., gmail), text messages, instant messenger chats, phone calls, blog postings and use of social media sites, so long as you use the Agency's hardware (including Agency - purchased computers, cell phones, and Blackberry devices), servers or networks (including data or voice communication services paid for by the Agency).**

- By working for the Agency and using the Technology Resources, you consent to the above monitoring.

All information stored on the Technology Resources belongs to the Agency.

The Agency specifically prohibits using the Technology Resources for any illegal purpose, whether in the course of business or otherwise, for example (but not limited to):

- Gaining unauthorized access to or intentionally damaging other computer systems or networks or the information contained within them.
- Committing theft, fraud or other criminal acts of any kind.
- Distributing or obtaining illegally copied software, graphics, sounds, text or other material.
- Sending or posting harassing or threatening messages or pornographic or patently indecent content.

The Agency will cooperate with law enforcement authorities to prosecute offenders. You must report any suspected, accidental, or intentional illegal action.

To protect the Agency from infringement actions, you may not download or save any material from any on-line source, however retrieved, unless (a) you have taken measures to verify source reliability, and (b) the material is legally permitted to be downloaded without violation of copyright or trademark.

Downloading data, information, images, and the like from an outside source increases the risks to our computers of viruses and other damaging agents. You should not retrieve material from outside sources, particularly from sources not known to you, unless you have good business reason to do so. Any material downloaded from an outside source should be checked immediately for viruses and other damaging elements.

All software must be used in accordance with applicable license agreement(s). Legitimate licensed copies of software will promptly be provided to all employees who, in the discretion of the Agency, need it for the performance of their duties to the Agency. No employee will make any unauthorized copies of any software under any circumstances. No employee shall install any software on Agency computers except the software provided by the Agency for installation. No employee shall establish a password or encryption protection on a Agency computer without authorization from the Agency or without providing such password or the key to such encryption to the Agency. Employees may not download or use Peer-to-Peer (P2P) software or networks (such as Gnutella, LimeWire, Kazaa, BitTorrent, Bug Bear) on their Agency computers or devices,

and they may not use their Agency computer or devices to download or upload copyrighted music, movies or other content.

### 3.6 Social Media Policy

The Agency understands that many employees maintain personal websites (including pages on social media such as Facebook) and/or blogs, and utilize other social media websites (such as Twitter and LinkedIn) (collectively, "Social Media"), or post on the websites or Social Media of others (including via Internet message boards, YouTube, chat groups, or otherwise). In general, the Agency views personal Social Media positively, and it respects the right of employees to use them as a medium of self-expression. However, the Agency expects employees to adhere to the following with regard to Social Media:

- Posting to, editing or browsing personal Social Media from Agency computers is subject to the Agency's standard policies relating to use of its Technology Resources. Among other things, Agency computers may not be used (a) to initiate or forward harassing, pornographic or indecent material, (b) to infringe upon anyone's intellectual property or other rights, or (c) to violate any laws. As with email and Internet use, please limit your personal Social Media use while at work or while using Agency hardware, software or servers.
- You should have no expectation of privacy in any information or communications that you enter or post using the Agency's hardware, software or networks, and the Agency has the right to monitor all actions taken using its Technology Resources.
- Posting to or otherwise engaging in Social Media on behalf of the Agency should be treated the same as any other official communications created by the Agency and done only with the prior consent of the Agency.
- If you identify yourself as an employee of the Agency or discuss matters related to our business on Social Media, you must make it clear to your readers that the views you express are yours alone and that they do not necessarily reflect the views of the Agency, unless you have received permission to make an official Agency posting.
- Keep any personal Social Media entirely separate from the Agency's Social Media.
- Although the Agency respects your interest in free expression when posting to or maintaining Social Media on your own time, what you say or post online may

nevertheless subject you to corrective employment action, including termination of employment (except as prohibited by applicable law).

- You may not disclose any information that is confidential or proprietary to the Agency or to any third party that has disclosed confidential information to us.
- When using any Social Media, you must always comply with such Social Media's terms of service, acceptable use policy and any other posted guidelines.
- The Agency owns all websites and other Social Media sites (including all associated contacts and followers) that any employee develops or creates in connection with their employment with the Agency, regardless of in whose name the site or Social Media is registered.

If you have any doubts as to whether it's okay to post a particular piece of information, feel free to discuss the matter with the Human Resources Department; ultimately, however, you have sole responsibility for what you choose to post to Social Media.

### 3.7 Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, except in the performance of their jobs, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g. those on lunch breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy also prohibits solicitations via the Agency's e-mail and other communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on Agency premises at any time.

### 3.8 Lactation Policy

Lactating employees will be provided reasonable break time each day to express breast milk for their nursing child. The Agency will also provide lactating employees with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The Agency prohibits discrimination against any employee for exercising their rights under this policy.

Employees who have questions regarding this policy should contact the Human Resources Department.

### 3.9 Termination

Employment with SEA is on an at-will basis and may be terminated voluntarily or involuntarily at any time. The Agency requests that resigning employees provide at least 2 week's advance notice.

Severance pay, if any, is paid in the sole discretion of the Agency.

Upon termination, an employee is required:

- to continue to work until the last scheduled day of employment;
- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work; and
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the Agency that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor;

All rights and privileges of employment with the Agency terminate upon the date of separation.

The Agency may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect Agency property and discuss employment experiences with the Agency.

## Section 4 – Pay and HR Procedures

### 4.1 Payday

Employees are paid semi-monthly. Paydays are the second business day after the close of the pay period ending on the 15<sup>th</sup> and the last day of the month. In the event that the pay period ends on a holiday or weekend or payday falls on a holiday or weekend, paychecks will be processed the next business day and will be distributed the following business day. (Example: If the 15<sup>th</sup> of the month falls on Saturday payroll will be processed on Monday the 17<sup>th</sup> and distributed on Tuesday the 18<sup>th</sup>.)

Paychecks for office staff will reflect work performed for the most recent semi-monthly pay period through the payday. Teachers are paid one month in arrears. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include federal or state withholding tax, and other withholdings. Elected deductions are deductions authorized by the employee, and may include, for example, contributions to benefit plans.

Employees may contact the Human Resources Department to request other voluntary deductions from their paychecks.

Notify your supervisor if your paycheck appears to be inaccurate or if it has been misplaced. The Agency reserves the right to charge a replacement fee for any lost paychecks. To avoid lost paychecks, we encourage our employees to enroll in direct deposit. To activate direct deposit please contact the Human Resources Department. Information regarding final paychecks can be found under the termination section of this handbook.

### 4.2 Employee Classifications

The Agency assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

All employees will be designated as one of the following:

- Full Time — Employees hired to work the Agency's normal, full-time schedule on a regular basis. These employees are eligible for the Agency's full benefit package, subject to the terms, conditions and limitations of each benefit program.

- Part-Time — Employees hired to work less than 30 hours per week. These employees receive all legally-mandated benefits, such as Worker’s Compensation and Social Security benefits. Part-time employees may be eligible to participate certain other benefit programs.
- Temporary or Special — Employees hired for a specific period of employment (including interns), or for a special project. These temporary employees do not receive any of the Agency's benefits, other than those required to be provided by applicable law.

In addition, each employee is designated as either exempt or non-exempt from federal and state wage and hour laws:

- Exempt — Employees whose positions meet specific overtime exemption tests established by the Fair Labor Standards Act (FLSA) and state law. Salaried executives, professional employees, and certain administrative positions are typically exempt. Exempt employees will generally be paid on a salary basis, which means that these employees will receive their full salary for any week in which they perform any work without regard to the number of days or hours worked. The Agency, however, may make deductions from exempt employees’ salaries for full-day absences when such employees do not have remaining paid time off. Any exempt employee who feels that an improper salary deduction has been made should alert the Human Resources Department. All complaints will be investigated, improper deductions will be repaid, and good faith efforts will be made to assure improper deductions do not happen again.
- Non-Exempt — Employees whose positions do not meet FLSA and state exemptions tests and are subject to the overtime provisions of the FLSA or state law. These employees will be eligible for overtime pay in accordance with the “Overtime” section of this handbook. These employees are required to submit a time record for each pay period, approved by the appropriate supervisor, for the purpose of tracking hours worked and calculating compensation.

Leased employees, independent contractors and freelancers are not employees of the Agency and are not entitled to any benefits.

If you change positions during your employment as a result of a promotion, transfer or otherwise, you will be informed by the Human Resources Department of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to the Human Resources Department.

#### 4.3 Overtime

Overtime may be necessary to address work overflows encountered during peak periods or resulting from unanticipated events.

Overtime pay will be provided only for actual hours worked by eligible nonexempt employees as follows:

- One and one-half times the regular rate of pay for actual time worked in excess of 40 hours in any workweek;

All overtime by nonexempt employees must be authorized in advance (in writing) by your manager.

The Agency's workweek begins each Monday at 12:01 a.m. Overtime pay is based on actual hours worked within a workweek. Hours worked do not include meal periods, vacation days, personal days, holidays or any leave of absence. Employees may not work through their meal periods without written permission from their supervisor.

#### 4.4 Employment Applications

SEA relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Agency's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment at any time.

#### 4.5 Background and Employment Reference Checks

To ensure that individuals who join SEA are well qualified and have a strong potential to be productive and successful, as well ensure a safe and productive work environment, it is the policy of the Agency to check the employment references, obtain PETS clearance, SCR clearance, Justice Center clearance, criminal background checks, and DOE fingerprinting of all applicants which is required before an employee joins the Agency and periodically thereafter.

All offers of employment are contingent upon successful receipt of a satisfactory background check report. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

The Human Resources department will respond in writing only to those employment reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held as well as any information which must be disclosed pursuant to law or government regulations.

## **Section 5 – Attendance Policies**

### **5.1 General Attendance**

The Agency maintains normal working hours of Monday – Friday, 9am – 5pm, for office staff. Hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact their supervisor.

SEA does not tolerate absenteeism without excuse. Employees who will be absent from work are required to notify their supervisor as soon as they know they will be and no later than the start of their workday/session (unless physically impossible to do so).

Employees who need to leave early, for illness or otherwise, must inform their supervisor before departure.

### **5.2 Time Reporting**

Each employee must punch in and out each day on the time clock in the office or, if a Teacher or otherwise working remotely, on the time recording system online. Accurately recording of time is the responsibility of every employee. Each employee must review and certify their monthly attendance report that their time has been accurately recorded and that they have worked exclusively for the benefit of the Agency for the period of time the record reflects and have not left the Agency on any matter, other than Agency business, for more than 15 minutes without logging out or notifying their supervisor.

SEA trusts their employees and expects them to be entirely truthful in their timesheet submissions. Falsifying timesheet information constitutes employee embezzlement and is a felony, carrying severe penalties, up to and including prison time. SEA takes timesheet fraud very seriously, and an employee apprehended committing timesheet fraud will be terminated immediately, and the appropriate authorities will be notified.

### **5.3 Tardiness**

Employees are expected to arrive on time and ready for work. An employee who arrives 10 minutes after their scheduled arrival time is considered tardy. The Agency recognizes that situations arise that hinder punctuality; nevertheless, excessive or patterned tardiness is not acceptable.

#### 5.4 Lunch Breaks

The Agency believes that lunch breaks are important to an employee's health and productivity, and grants one hour unpaid break for lunch. This break can be taken in three increments of half an hour lunch break during the noon day meal period between 11am – 2pm, plus two fifteen minute breaks over the course of the day, pending your supervisor's approval.

## Section 6 – Leave Policies

### 6.1 Vacations

The Agency provides, as a benefit, paid vacations for its regular, full time salaried employees. Forward requests for time off at least 2 weeks in advance to your supervisor, who may approve or deny the request based on Agency resources. The Agency is flexible in approving time off when doing so would not interfere with Agency operations. Vacation days are granted only on a full day basis. Hourly and part-time employees are not eligible for paid vacation.

**You will not be eligible for paid vacation during the first 90 days of continuous employment.** After 90 days of continuous employment, salaried employees will accrue .583 paid vacation days for every month of work, for a total of seven (7) vacation days per calendar year. Vacation days cannot be carried forward into the following year, and unused days will not be paid at any time, including upon termination of employment. Employees may use vacation prior to its accrued with written permission from their manager. Paid SEA holidays that occur during a vacation are not deducted from vacation days.

### 6.2 Sick Leave

Regular, full-time, salaried employees are eligible for up to 40 hours of paid sick time per calendar year, which will accrue and may be used as of January 1 each year for any of the Covered Reasons (as defined below). Such employees may not carry over unused sick time from one calendar year to the next, and they will not be paid for any accrued, unused sick time at any time, including upon termination of employment.

All other employees will accrue one hour of paid sick time (“PST”) for every thirty hours worked, up to a maximum of forty hours of sick time accrued in a calendar year. Such sick time will begin accruing immediately upon hire, but it may not be used until on or after the 120th day following the hire date. Unused PST may be carried over to the following calendar year, but eligible employees may not use more than 40 PST hours in any calendar year. Employees will not be paid for accrued, unused PST upon termination of employment or at any other time. When there is a separation from employment and the employee is rehired within six months of separation, previously accrued unused PST will be reinstated and such employee will be entitled to use such accrued sick time at any time after such employee is rehired.

PST, and sick time for salaried employees, may be used for absence from work due to the following reasons (“Covered Reasons”): (a) an employee's mental or physical illness,

injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care; or (b) care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or (c) closure of the office by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

Eligible employees must provide reasonable notice of use of PST or sick time. Where such need is foreseeable, employees must give at least seven days prior notice. Where such need is not foreseeable, employees must provide notice as soon as practicable. Notice must be provided to your manager or Human Resources.

For an absence of more than three consecutive work days of PST, eligible employees may be required to provide reasonable documentation that the PST was used for a Covered Reason.

Eligible employees who assert their rights to receive PST will not be retaliated against.

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

Employees who are out sick after having exhausted their annual sick leave may use accrued, unused vacation days, if any. Employees who are out sick after having exhausted all paid time off will not be paid for such absences.

### 6.3 Family and Medical Leave Act Leave

The Agency offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA) for any of the following reasons:

#### Family Leave

- the birth of an employee's child and in order to care for such child.
- the adoption of a child by an employee or the placement of a foster child in an employee's home.

- in order to care for an employee's spouse, child or parent who has a serious health condition.
- because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of an employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces ("Qualifying Exigency Leave").
- to care for a Covered Servicemember with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee ("Military Caregiver Leave").

### Medical Leave

- for your own serious health condition that makes you unable to perform the functions of your job.

### **Definitions**

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is under 18 years of age, or over 18 years of age and incapable of self-care because of a mental or physical disability. "Parent" means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. It does not include in-laws.

A "serious health condition" generally means an illness, injury, impairment or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider. For a more specific definition, consult the applicable FMLA regulations.

"Covered Service Member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

"Qualifying exigency," "active duty," "serious injury or illness," and any other term not defined in this policy shall be defined in accordance with the applicable FMLA regulations.

## **Eligibility**

You are eligible for family and medical leave pursuant to the FMLA only if (a) you have been employed by the Agency for at least twelve months, (b) you have completed at least 1,250 hours of service in the twelve month period immediately prior to your request for the leave of absence, and (c) you are employed at a worksite where the Agency employs at least 50 employees within 75 miles of that worksite.

## **Entitlement**

Under the FMLA, you are entitled to up to twelve (12) weeks of family and medical leave, in total (26 weeks for Military Caregiver Leave), in any rolling 12-month period. Because the total leave time is limited, you should coordinate your family and medical leave time if you plan to take both types of leave in the same 12-month period. Any employee who is eligible for and takes any period of family and medical leave will have that leave designated as family and medical leave and counted against his or her total leave allotment.

An employee's entitlement to family leave for birth of a child, adoption or placement of a foster child expires at the end of the 12-month period beginning on the date of the birth, adoption or placement.

## **Payments and Benefits While on Leave**

For any type of family or medical leave, if you have any accrued but unused vacation days when you begin your unpaid leave, you must substitute all of this paid time-off for all or part of your unpaid leave of absence. For a medical leave, if you have any accrued but unused sick days you must substitute all of this paid time off for all or part of your unpaid leave of absence. However, the unpaid leave (both medical and family leave) and the paid time-off (vacation, sick, and other paid leave time) used during the leave of absence, in total, still may not exceed the maximum twelve weeks (26 weeks for Military Caregiver Leave) in the 12-month period.

During your family or medical leave, the Agency's medical insurance will continue as if you were actively employed, unless you elect not to continue your coverage. As such, during the medical or family leave, you are required to pay your portion of the cost of such coverage. If you continue to receive pay while on leave, the cost of your coverage will automatically be deducted from your pay, as it is while you are working. If you stop receiving pay while you are on leave, you must send the payment to the Agency every month. Alternatively, you may pay the entire cost of your coverage at the beginning of the leave or when automatic deductions cease. Except in certain limited circumstances,

the Agency may recover premiums it paid for maintaining group health plan coverage during any period of unpaid family or medical leave if you fail to return to work after your family or medical leave has expired.

During your family or medical leave, the Agency's other group insurance benefits will continue as if you were actively employed. In addition, you will not accrue any paid time off while on a family or medical leave.

### **Notification**

Where foreseeable, you are required to give at least thirty days written advance notice of the family or medical leave of absence to the Human Resources Department. If it is impossible to provide thirty days advance notice, you must provide notice as soon as is practicable. It generally should be practicable for an employee to provide notice of unforeseeable leave within the time prescribed by the usual and customary notice requirements applicable to such type of leave. Your notice must explain the reasons for the leave in sufficient detail so as to allow the Agency to determine whether the leave actually qualifies as FMLA leave.

With regard to Qualifying Exigency Leave, in any case in which the necessity for such leave is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee must provide such notice to the Agency as soon as is reasonable and practicable.

### **Certification**

At the time you request leave, you will be asked to provide a certification from your, or your family member's, health care provider on a form provided by the Agency. If you do not supply the Agency with the completed and signed certification at the time you make the request for the leave, or within 15 days of the request, your leave request will be denied until you provide the proper certification. You may also be asked, during your family leave of absence, to have the treating health care provider provide re-certification of the continued necessity of your leave.

For purposes of confirmation of family relationship or confirmation of the adoption of a child or placement of a foster child, the Agency may require you to provide reasonable documentation or statement of family relationship. Employees taking Qualifying Exigency Leave must provide complete and submit the form that is given to them by the Agency.

The Agency may require an examination by a health care provider of the Agency's choosing to confirm the necessity for the leave, as well as its duration.

### **Intermittent or Reduced Schedule Leave**

A medical leave or a family leave may be available on an intermittent or reduced schedule basis if you or your family member is receiving treatment for a serious health condition and it is medically necessary for you to take the time off on this basis. The Agency will require certification from the health care provider for the need for you to take time off on this basis, including that such leave is medically necessary, the expected duration and schedule of such leave, and (if applicable) that the leave is necessary to care for the ill family member or will assist in the family member's recovery. If you do not supply the Agency with the certification at the time you make the request for the leave, or within 15 days of the request, your leave will be denied until you provide the proper certification. If the leave is foreseeable based on medical treatments, you are required, if reasonably possible, to schedule the treatments so as not to disrupt unduly the operations of your department. The Agency may, at its option, temporarily transfer you to an available alternative position with equivalent pay and benefits if you request intermittent leave or a reduced work schedule and the need for leave is foreseeable based on planned medical treatment, provided you are qualified for that alternate position and it better accommodates recurring periods of leave than your regular position. Intermittent leave is not available under the FMLA for leave taken for the birth or adoption of a child, or placement of a foster child.

### **Reinstatement**

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

After an approved medical leave, you will be asked to provide certification of your ability to return to work from your health care provider. The Agency will not allow you to return to work if you fail to submit a fitness for duty report.

If you are not well enough to work after exhausting the entire allowable medical leave, you may be eligible to take an unpaid medical leave of absence. In such a case, your leave

will become a medical leave of absence not covered by the Family and Medical Leave Act and you will not be entitled to any rights and benefits under this policy.

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

### **Legal Compliance**

This policy will be interpreted and applied in accordance with the Federal Family and Medical Leave Act, regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy. Further, the Agency retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

#### **6.4 Holidays**

SEA provides the following paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas

The Agency is also closed for the following Jewish holidays:

- Rosh Hashanah - 2 days
- Yom Kippur – 1 day
- Sukkot - First 2 days and last 2 days
- Pesach - First 2 days and last 2 days
- Shavuot - 2 days

Regular, salaried employees will receive their regular pay for any Company holidays. Hourly employees will not be paid for Company holidays.

## 6.5 Jury Duty

The Agency understands that occasionally employees are called to serve on a jury. Employees who are selected for jury duty must provide a copy of their jury summons to a supervisor as soon as possible. Time-off will be granted for the duration of jury duty, and salaried employees will be paid for up to five days. Hourly employees will be paid \$40 per day for the first 3 days of jury duty (or such other higher amount as may be required by applicable law). Employees released from jury duty with 2 hours remaining in the workday, are expected to return to work.

## 6.6 Military Leave

If you will be serving in the U.S. Armed Forces or the National Guard, you are entitled to a military leave of absence. Upon receipt of notice, employees should contact Human Resources for further information. The Agency will pay you for a maximum of two weeks during a military leave (less any pay received from the military during such leave). Upon completion of your military service and timely notice of your intent to return to work, the Agency will generally reinstate you to your position, a comparable position or the position you would have attained had you not gone out on leave, in accordance with applicable law.

In addition, you are entitled to an unpaid leave of up to ten (10) days if your spouse is a member of the armed forces who has been deployed during a period of military conflict to a combat theater or combat zone of operations (or a member of the National Guard or Military Reserves deployed during a period of military conflict), when the servicemember is on leave from active duty.

This policy will be interpreted and applied in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), regulations thereunder, and all other applicable laws, and to the extent that this policy may conflict with those laws they are controlling over this policy.

## 6.7 Bereavement Leave

When a death occurs in an employee's immediate family, all regular full time employees may take up to three (3) paid days off with pay to attend the funeral arrangements. The pay for time off will be prorated for a part-time employee if the funeral occurs on a scheduled work day. The Agency may require verification of the need for the leave. Immediate family members are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, and grandchild.

## 6.8 Unpaid Personal Leave of Absence

The Agency in its sole discretion will consider granting an unpaid leave of absence for up to two (2) months to a regular, full-time employee for extenuating personal reasons, such as cases where you need to be out of work for a certain period of time but are not otherwise eligible for a medical or family leave or have exhausted your allowable family leave entitlement under the FMLA. Requests for personal leave without pay are considered individually and granted or denied in the sole discretion of management. The reason for the request, the employee's length of service, the employee's work record and the demands of the individual's job are examples of the type of factors typically considered in evaluating a request for personal leave of absence. A request for personal leave of absence will be granted only if the employee is not eligible for any other type of leave.

An employee requesting personal leave must submit such a request in writing to Human Resources specifying the anticipated starting and ending dates of the leave, as well as the reasons for the leave. If the reason for the personal leave of absence is foreseeable, you must submit your request thirty days in advance of the anticipated starting date. If it is impossible to provide such advance notice, you must submit your request as soon as practicable.

Prior to a personal leave, the Human Resources Department will notify you of the effect of such leave on your benefits. Except as so notified, during a personal leave you will not accrue any employee benefits or paid time off of any kind.

Upon returning from a personal leave of absence, reinstatement is not guaranteed. However, the Agency will make an effort to allow you to return to your former position (if it is available) or another available position for which you are qualified. Please note that business conditions, among other reasons, may preclude reinstatement.

If you fail to return to work after an approved unpaid personal leave and are not authorized to take any additional leave time, your position at the Agency will be considered abandoned. This will be treated as a voluntary termination of employment on your part.

Please note that, except as otherwise required by law or as agreed to between the Agency and the employee, an employee's total leave time generally may not exceed six months in a twelve month period. If you are on a leave of absence that exceeds six months in a twelve month period, the terms of your leave will be reviewed and your ability to return to work will be discussed with you. At such time, the Agency may choose to extend your

leave, request that you return to work, or terminate your employment. Failure to timely return from any authorized leave of absence will be considered job abandonment and will be treated as a voluntary resignation of employment. Employees may not, under any circumstances, engage in other employment or a competitive business while on a leave of absence under this policy.

#### 6.9 Witness and Crime Victim Leave

Employees may take time off if they are a victim of a crime, to appear as a witness or consult with the district attorney. Employees also may take time off to attend court if they are subpoenaed to attend a criminal proceeding as a witness or making a victim statement in a criminal sentencing. Under some circumstances, employees may take time off to attend family court, including applying for a protection-from-abuse order or enforcing that order if the employee is the victim of domestic abuse. And employees may take time off to work with prosecutors in preparing a victim impact statement. Employees must notify the Agency of the need for time off for any of these reasons prior to the absence. Employees who do so will not be penalized for such absence(s). Employees may use available paid time off or take such days as unpaid.

Upon request of the Agency, an employee taking time off under this policy must provide verification of the employee's service.

#### 6.10 Blood Donation

All employees who work, on average, more than twenty (20) hours per week may take up to three (3) hours of unpaid leave during any twelve (12) month period to donate blood. Employees wishing to take such leave should give advance notice to their supervisors of their intention to take blood donation leave at least three (3) working days before the intended leave. The Agency will allow such leave on shorter notice if an employee experiences an emergency requiring that he or she donate blood for his or her own surgery, or that of a family member. Employees who take leave under this policy must provide the Agency with written documentation of their blood donation or good-faith effort to donate blood. The Agency will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

#### 6.11 Bone Marrow Donation

The Agency will grant leaves of absence to any New York-based employee who works, on average, more than twenty (20) hours per week to undergo a medical procedure to donate bone marrow. The combined length of such leaves shall be determined by the employee's physician, but may not exceed twenty-four work hours, unless agreed to by the Agency. The Agency will require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow. The Agency will not retaliate against any employee for requesting or obtaining a leave of absence in accordance with this policy.

#### 6.12 Time Off To Vote

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

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

## Section 7 – Work Performance and Conduct

### 7.1 Code of Conduct

As an integral part of the Agency, you are expected to accept certain responsibilities, adhere to acceptable business practices, and exhibit a high degree of personal integrity at all times. This includes refraining from any behavior that might be harmful to you, your co-workers, and/or the Agency. You are encouraged to observe the highest standards of professionalism at all times.

These guidelines are fundamental in nature and are matters of judgment and common sense. Since it is impossible to list guidelines to cover every situation, the absence of an illustration from this list will not prohibit the Agency from taking disciplinary action, up to and including immediate dismissal, when the Agency believes, in its sole discretion, such action is warranted. These guidelines do not in any way alter your at-will relationship with the Agency. This means the Agency may terminate your employment at any time with or without cause or notice.

The Agency expects you to follow rules of conduct that will protect the interests and safety of all employees and the Agency. Types of behavior and conduct the Agency considers inappropriate include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on Agency premises, or while engaged in Agency business;
- Unauthorized use of Agency property, equipment, devices or assets;
- Damage, destruction or theft of Agency property, equipment, devices or assets;
- Removing Agency property without prior authorization or disseminating Agency information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary Agency information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Disregard for safety and security procedures;

- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with Agency policies, procedures, standards or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The Agency reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

## 7.2 Performance Reviews

The Agency may, at its own discretion, evaluate each employee's performance on an annual basis or as needed. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. The Agency uses performance reviews as a tool to determine pay increases, promotions, reassignments and/or terminations. Performance evaluation results may be shared at any time either verbally or in writing with employee and will be documented as necessary and placed in employee's personnel file. All performance reviews are based on merit, achievement and other factors may include but are not limited to:

- Quality of work
- Attitude
- Proficiency
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with Agency policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a positive performance review does not guarantee a pay increase, promotion or continued employment. Written performance evaluations may be made at any time to advise employees of unsatisfactory performance. Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at will-relationship with the Agency.

Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

## **Section 8 – Health and Safety**

### 8.1 Workplace Safety

The Agency takes reasonable precautions to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. Employees should maintain work areas in a safe and orderly manner, free from hazardous conditions. Employees who observe an unsafe practice or condition should report it to a supervisor or the Human Resources Department immediately. Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of the Agency. Any questions regarding safety and safe practices should be directed to the Human Resources Department.

In the event of a work-related accident, injury or illness, employees must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately. Physical discomfort caused by repetitive tasks must also be reported.

Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

### 8.2 Workplace Security

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and Agency property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

## Section 9 - Employee Benefits

This handbook contains basic descriptions of some of our current employee benefits. Many of the Agency's benefit plans are described in more formal plan documents available from the Human Resources Department. In the event of any inconsistencies between this handbook or any other oral or written description of benefits and a formal plan document, the formal plan document will govern.

The Agency anticipates continuing to make available to its employees the benefits described in this section, but benefits, plans and programs may be modified, added or terminated at any time by the insurance Agency or benefit provider, per the terms of the plan, or by the Agency at its sole discretion.

### 9.1 List of Benefits

In addition to the benefits described below, the Company currently offers:

- Health Insurance
- Pre-Tax Commuter Benefits

For more information regarding the employee benefits program, please contact our Human Resources Department.

### 9.2 Workers' Compensation

As required by law, the Agency provides workers' compensation insurance for the protection of employees with work-related injuries or illnesses.

Workers' compensation insurance provides coverage to employees who suffer job-related injuries or illnesses. If an employee is injured or becomes ill as a result of his/her job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every illness or injury to a supervisor, regardless of how minor it appears. The Agency will advise the employee of the procedure for submitting a workers' compensation claim. Failure to report a work-related illness or injury promptly could result in denial of benefits. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.

An independent insurance Agency administers the worker's compensation insurance. Representatives of this Agency may contact injured employees regarding their

benefits under the plan. Additional information regarding workers' compensation is available from the Human Resources Department.

### 9.3 Short Term Disability Insurance

SEA carries NYS disability insurance as required by law. Employees who are absent or plan to be absent because of a non-occupational illness or injury for more than 7 consecutive days may be eligible for short-term disability benefits.

The employee is responsible for notifying a supervisor of their disability. For more information regarding disability benefits, contact the Human Resources Department.

### 9.4 Education Reimbursement

Employees who wish to continue their education to secure increased responsibility and growth within their professional careers may request tuition reimbursement. SEA may grant reimbursement at the Agency's discretion, subject to current Agency needs and available resources.

When reimbursement is granted, SEA will reimburse for up to a maximum of 12 credits per calendar year for employees' continuing education through an accredited program that offers growth in an area related to his or her current position and which may lead to promotional opportunities. This includes college credit courses, continuing education unit courses, seminars and certification tests. You must maintain a "B" average or obtain a certification in order to receive any reimbursement. Expenses must be validated by receipts and a copy of a final grade printout or a copy of the certification received.

Employees accepting the terms of this policy will be required to sign an agreement to remain with SEA for 3 years from the date of each educational reimbursement. If employment terminates before the completion of 3 full years, he or she will be required to pay a prorated amount of the reimbursement back to the Agency.

Years of Service\*                      Amount owed to SEA, INC.

< 1 year	100% of the tuition that was reimbursed by SEA
< 2 years	2/3 of the tuition that was reimbursed by SEA
< 3 years	1/3 of the tuition that was reimbursed by SEA

\*from the date of each reimbursement

Reimbursements provided by the Agency to an employee under this policy are intended to be qualified education assistance expenses that are not included in the employee's

gross income under Section 127 of the Internal Revenue Code (up to a maximum of \$5,250 or such other maximum as allowed by the Internal Revenue Code). The Agency does not guarantee that any amounts paid under this policy will be excludable or deductible from the Employee's gross income for state or federal tax purposes or that any tax treatment will apply or be available to an individual. It is the obligation of the employee to determine whether payments are excludable or deductible from his or her gross income for tax purposes.

Additional information regarding the taxable or nontaxable classification of courses can be found in the following IRS publications: Publication 17 (Your Federal Income Tax for Individuals) and Publication 508 (Educational Expenses). These publications can be obtained by contacting the IRS office in the employee's area or by calling 1-800-TAX-FORM. Questions about the potential tax consequences of education expense reimbursements may also be directed to your personal tax advisor.

Any other questions or comments should be directed to Human Resources.

Acknowledgement of Receipt for Employee Handbook

I acknowledge that I have received a copy of the Special Education Associates (“SEA”) Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the handbook is intended to provide me with a general overview of the Agency’s policies and procedures. I acknowledge that nothing in this handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment for any period of time.

I understand and accept that my employment with SEA is at-will. I have the right to resign at any time with or without cause, just as SEA may terminate my employment at any time with or without cause or notice, subject to applicable laws. I understand that nothing in the handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and the Executive Director.

I specifically acknowledge that I have thoroughly read the Non-Harassment Policy. I specifically agree to abide by the policy’s requirements. I also agree that if there is any provision of any Agency policy that I do not understand, I will seek clarification from the Human Resources department.

I acknowledge that the Agency may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures outlined in this handbook or elsewhere, in whole or in part, with or without notice at any time, at the Agency’s sole discretion.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee’s Name typed or printed)

## **POLICY STATEMENT**

***Special Education Associates'* Equal Employment Opportunity and Affirmative Action Policy is to apply to all employees and applicants.**

### **Policy**

- 1. It is the Agency's policy to provide equal employment opportunity to all employees and applicants for employment without regard to race, sex, color, creed, religion, national origin, age, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities. This policy applies to all the terms and conditions of employment including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training. Advancement to positions of greater responsibility is based on an individual's abilities and demonstrated performance.**
  
- 2. The Agency is committed to Equal Employment Opportunity and as part of our Affirmative Action Plan we shall:**
  - (a) Recruit, hire, upgrade, train and promote in all job classifications, without regard to race, sex, color, creed, religion, age, national origin, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations of federal, state and city entities;**
  
  - (b) Base employment decisions on the principles of Equal Employment Opportunity, and with the intent to further the Agency's Affirmative Action commitment;**
  
  - (c) Ensure that all terms and conditions of employment such as compensation, benefits, layoff, return from layoff, Agency-sponsored training, educational tuition assistance, social and recreation programs, shall be administered without regard to race, sex, color, creed, religion, age, national origin, disability, marital status or sexual orientation in accordance with all applicable laws, directives and regulations federal, state and city authorities;**

- (d) **Ensure that promotion decisions will be made in accordance with the principles of Equal Employment Opportunity and Affirmative Action by imposing only valid requirements for promotional opportunities;**
  - (e) **Take action to prevent harassment including sexual harassment or intimidation of all employees, particularly those encompassed by the Agency's affirmative action efforts.**
3. **Management performance in this program will be evaluated, as is performance in other Agency goals.**
4. ***The HR Coordinator* has been assigned responsibility for the implementation and administration of the Affirmative Action Program. The *HR Coordinator* also has been designated to develop and administer the Affirmative Action Program and ensure that the intent and practice of this policy is carried out.**