

**Employee Handbook**

**Social Justice School**

**A Guide for Our Employees**

**SOCIAL JUSTICE SCHOOL**

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**August 14, 2020**

## **Legal Disclaimer**

### **Acknowledgement of Receipt of Social Justice School's Employee Handbook**

I acknowledge that I have received a copy of the Social Justice School Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of SJS, and I agree to do so.

I also understand that the purpose of this Handbook is to inform me of the Social Justice School's policies and procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Social Justice School employee. I also understand that the Social Justice School has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Part 7, Dispute Resolution, of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Social Justice School and me, subject to the Social Justice School's right to seek injunctive relief. I understand that by agreeing to arbitration I waive any rights I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

**I acknowledge that employment at Social Justice Public Charter School is at-will.** This means that my employment with Social Justice Public Charter School may be terminated at any time by myself or Social Justice Public Charter School with or without cause, and I do not have a contractual right, express or implied, to remain employed by the Social Justice School.

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*Signature*

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*Date*

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*Please print your full name*

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

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## Welcome to the Social Justice School!

### Who we are...

#### Core Beliefs

The mission of the Social Justice School (SJS) is to catalyze an integrated community of middle-school learners to be scholar-activists who are designers of a more just world. In order to design a more just world, our students require an education that embraces and lives out a set of core beliefs about what it means to be human. Our school is rooted in our three Core Beliefs:

#### **Core Belief #1: We believe that students, staff, and families are F.R.E.E.**

At SJS, we believe that a more just world requires that well-informed, caring, and activated individuals are:

Fearless—in the face of injustice;

Relentless—in the pursuit of justice;

Empathetic—to the feelings, thoughts and experiences of others; and

Engaged—with heart and mind.

#### **Core Belief #2: We believe in providing every student with an inclusive learning environment.**

SJS is an inclusive educational space where students build deep relationships across differences. The culture of the students, families, and teachers are reflected in the curriculum of our school—cultural differences are celebrated, and we are intentionally integrated. A key structure that we use to cultivate these community bonds is Crew, the advisory program at the core of the EL Education model. Crews are diverse teams of students and teachers who work together during daily sessions to build and sustain the relationships and habits that are the strong foundation of a social-emotional learning environment. Crew creates an intentional culture where every student is known, and where every member of the community is a vital part of the whole—EL Education describes this interconnected support by saying that “there are no passengers, only crew.”

**Core Belief #3: We believe that effective educational systems are design-oriented and iterative.**

SJS believes that students should engage in work that is meaningful, active, and rooted in problem-solving that contributes to a better world. Students engage with the world as active learners. They see the world as a process and not a product. As such, they feel more empowered to change their reality. To do this, the process through which students learn must be centered around problem-solving.

## **Introduction**

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at the Social Justice School.

The Handbook is designed to introduce you to the Social Justice School, familiarize you with the Social Justice School policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

**This Employee Handbook is not a contract.** Like most American companies, the Social Justice School generally does not offer individual employees formal employment contracts with SJS. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Social Justice School. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace.

The Social Justice School reserves the right to add, delete, suspend, and or modify any of our policies and procedures, including those covered in this Handbook, at any time. This handbook replaces any prior policies, procedures, and practices. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.



# **Part 1 – Getting Started**

## ***Recruitment and Hiring***

The Social Justice School's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with qualified employees who apply.

We encourage current employees to recruit new talent for our School.

## ***Employment Classifications***

The following terms will be used to describe employment classifications and status:

### **Non-Exempt Employees**

Most hourly employees are non-exempt employees. Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) are generally not exempt from the Fair Labor Standards Act (FLSA) overtime provisions.

### **Full-Time Employee**

Full-time employees are those who are regularly scheduled to work at least 40 hours per week.

### **Part-Time Employee**

Part-time employees are those who are regularly scheduled to work at least 20 but fewer than 40 hours per week. Part-time employees are not eligible for School paid benefits, with the exception of the 401(k) plan. Any employee who works 1,000 hours per year or more may participate in the 401(k) plan.

### **Temporary Employee**

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for School benefits. Temporary employees include interns and co-op students.

### **Independent Contractor**

Persons hired by SJS to perform a particular job, typically for a limited time period. These persons may be self-employed or they may work for an outside agency. Independent contractors are not eligible for School benefits and they are not employees of SJS.

## ***Equal Employment Opportunity***

The Social Justice School is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, childbirth, lactation, and related medical conditions), creed, national origin, ancestry, physical or mental disability, medical condition, marital status (including registered domestic partnership status),

age, sexual orientation, genetic information, gender (including gender identity and expression), military or veteran status, immigration status (except as necessary to comply with federal, state, or local law), personal appearance, familial responsibilities, political affiliation, matriculation, credit information, status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, or any other status protected under applicable federal, state or local law. Our policy reflects and affirms SJS's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 3 below.

## ***Your Employment Relationship with SJS***

The Social Justice School generally does not offer individual employees a formal employment contract with SJS. Employment is "at-will," meaning that you or SJS may end or change your employment at any time for any lawful reason, with or without cause, and with or without notice.

**This Employee Handbook is not a contract.** It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or SJS may terminate or change the employment relationship at any time. Nothing in this Handbook or any oral statement changes the at-will relationship.

No manager or other representative of SJS, other than the Executive Director, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Executive Director and the employee.

## ***Background Investigations***

SJS will conduct regional and/or national background checks on all employees in compliance with all applicable laws and regulations including SJS Safety Omnibus Act of 2018, and the results of such checks may affect hiring and retention decisions by SJS. SJS will conduct an initial background check, and reserves the right to run additional periodic background checks for employees. The results of any such search will be shared with an employee if requested by the employee, or if the results may contribute to a decision adversely affecting an individual's employment status. SJS also requires that all employees are to be fingerprinted.

In accordance with local, state, and Federal laws and regulations, SJS is prohibited from hiring or employing, under any circumstances, any person convicted of certain classes of crimes. Throughout employment with SJS, employees must report any new felony or misdemeanor convictions, beyond minor traffic violations, to your supervisor or Human Resources Department. Failure to provide this information, or providing incomplete or inaccurate information to SJS regarding the conviction, including while employed by SJS, is subject to disciplinary action, up to and including termination.

## ***Probationary Period***

The first ninety (90) days of employment will be considered a probationary period for new employees. This period is an essential part of the training and evaluation of new employees. Where circumstances warrant, the probationary period may be extended at the discretion of SJS. Further, successful completion of the probationary period is not a guarantee of continued

employment and does not alter the at-will nature of employees' employment. Completion of the probationary period does not customarily necessitate a payroll change.

### ***Orientation and Training***

To help you become familiar with SJS and our way of doing things, SJS will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, SJS may periodically offer additional training or educational programs. SJS will also offer Professional Development for the educational staff. Some programs may be voluntary, while others will be required.

### ***Immigration Law Applicable to All Employees***

SJS complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, SJS is required by law to terminate your employment.

### ***Job Duties***

General job responsibilities are assigned to every employee. It is not economically feasible to maintain additional employees to act as back-up persons for each job. Therefore, at times, you may be asked to go beyond your usual job responsibilities to assist or fill in for another employee.

Our organization encourages all employees to continually improve in their job skills and within the department in which they work. Anyone interested in job advancement or career opportunities is encouraged to talk with their manager or the Human Resources Department.

### ***Hours of Work***

The workweek is generally from Monday through Friday, with normal operating hours from 8:00 a.m. to 4:45 p.m.

### ***Overtime for Non-Exempt Employees***

Because of the nature of our business, your job may periodically require overtime work. If SJS requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your manager.

### ***Nepotism***

SJS is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, The

Social Justice School will hire relatives of persons currently employed only if: a) candidates for employment will not be working directly for or supervising a relative, and b) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests.

This policy applies to all current employees and candidates for employment.

## Definitions

"Family member" is defined as one of the following: spouse or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter)

## ***Attendance and Punctuality***

It is important for you to report to work on time and to avoid unnecessary absences. SJS recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism, tardiness, or early departures may result in disciplinary action up to and including discharge. Excessive absenteeism, frequent tardiness, or early departures puts an unnecessary strain on your coworkers and can have a negative impact on the success of SJS.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated under SJS's leave and benefits policies described in Part 4 below.

You are expected to be at your workstation at the beginning of each business day. Teachers must be present no later than 8:10 AM. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

## ***Inclement Weather***

SJS is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions we may have to close. In most cases, SJS will follow DC Public Schools Inclement Weather Policy. Use common sense and your best judgment, however, when traveling to work in inclement weather.

In the event that SJS's facilities are closed by SJS or the government, employees will be paid for the day. If SJS's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to any accrued paid-time off. You should always use your judgment about your own safety in getting to work.

When potentially dangerous weather develops during the day and a decision is made by SJS to close early, you will be compensated for the full day.

When severe weather develops or is anticipated to develop during the day and a decision is made by management to close before 5:30 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time SJS closes, you will be required to use personal/sick time or vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

### ***Dress Code and Public Image***

As an employee of SJS, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the school. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, visitors, customers, and vendors. A cheerful and positive attitude is essential to our commitment to an extraordinary educational experience for our students and families.

The current School dress code is business-casual. Please keep in mind, however, that SJS is a professional business office, where parents, vendors, and others often visit. Generally, clean, neat clothing is acceptable. Good grooming and personal cleanliness are also expected. Staff members should refrain from provocative clothing, including but not limited to shorts, mini-skirts, tank/halter tops, clothing displaying offensive words/pictures and worn, torn or disheveled clothing. As always, please use common sense in your choice of business attire.

### ***Standards of Conduct***

We expect business-like, professional conduct from our employees. In general, this means that we expect employees to maintain the following examples of appropriate conduct, including but not limited to:

- On-time and regular attendance
- Professional ethical behavior at all times, including a respectful demeanor to all coworkers and management
- Complete attention and efforts to work matters during work time
- Acceptable standards of work quality and quantity
- Compliance with and support of our safety and housekeeping guidelines
- Individual integrity (e.g., employees will not falsify records, including time worked, or misrepresent reasons for absence, tardiness or benefit eligibility)
- Behaving in a manner consistent with the guidelines of society and good, courteous business practices
- Not engaging in any workplace violence, threats of violence, fighting, horseplay, malicious pranks, profanity or illegal conduct. This includes possession or use of weapons or explosives on School premises (See Weapon-free Workplace)
- Not engaging in any form of gambling on School premises
- Complying with and supporting our policies and procedures, including but not

limited to, discrimination, harassment and alcohol or drugs

- Not stealing School property, student property, or coworker property (i.e., medications, electronics, money)

An employee who commits an act that is contrary to the guidelines of common sense or decency or which violates a policy or guideline of SJS will face discipline, up to and including termination. The basic purpose of discipline is to provide correction so that the employee can improve his or her conduct or performance, unless SJS believes that, under the circumstances, the employment relationship should not be continued.

Depending upon the circumstances involved, the discipline issued may be a verbal warning, written warning, suspension (with or without pay) or termination, at SJS's sole discretion. Depending upon the nature or severity of the violation and the surrounding circumstances including, but not limited to, the employee's past work record and past conduct, one or more steps of the progressive discipline system may be repeated or skipped. In some circumstances, termination may be the first step of the discipline procedure.

### ***Work Space***

Employees are responsible for maintaining the workspace and classrooms assigned to them. A clean, orderly classroom provides an environment conducive to teaching efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays SJS's overall dedication to providing quality instruction to our students. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

### ***Office Equipment***

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of SJS and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

### ***Personnel Records***

It is important that SJS maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources Department of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying SJS of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

Employee personnel files are considered confidential property of SJS. Provided that prior arrangements are made with the Human Resources Department, current SJS employees are permitted to view or make copies of any document signed by the employee within their personnel file. Within 30 days of receipt, employees are permitted to submit a statement to SJS any document within their personnel file with which they may disagree. Previous employees of SJS are not permitted to review the contents of their personnel file.

### ***Employee Verification***

The Social Justice School adheres to a policy of strict confidentiality regarding employee information, records and files. Unless required by law to do so, the Social Justice School will

release only your job title and dates of employment to third parties. Certain information, such as financial information required by a lender, may be released only with written authorization from the employee. The Social Justice School maintains a neutral reference policy and no other information regarding employee status, performance or reason for separation from employment will be released to any third party unless required by law. All outside inquiries regarding employment must be directed to the Executive Director or Director of Operations, unless you have otherwise provided prior written authorization. “Off the record” comments are strictly prohibited when verifying employment.

## ***Performance Reviews***

### **Assessing Teacher Effectiveness**

At the SJS we believe that our job is to coach our teachers to “get better faster.” Just as we expect our students to show a growth mindset and to constantly iterate, we expect this of our teachers as well. We grow our teachers through the following structures: Bi-Weekly /Weekly Observation and Feedback Meetings, Weekly Data Meetings, Professional Development, and Formal Evaluations. Teachers will be supervised by the Principal (gen-ed) and the Director of Student Support Services (special education and ELL teachers).

A Triage Approach to Teacher Support: New-to-teaching teachers and teachers who are in need of support will be observed weekly by the Principal and Director of Student Support Services. All other teachers will be observed biweekly by the Principal and Director of Student Support Services. All new to teaching teachers will develop goals using the Get Better Faster Guide.<sup>[1]</sup> We adopted this guide because it provides instructional leaders with airtight activities, and bite-sized action steps for teachers and suggested PD.

**Goal Setting:** Teachers will work with the Principal and the Director of Student Support Services to set PD goals that are aligned with SJS’s priorities at the beginning of the year. Our teachers will be assessed using TNTP’s Core Teaching Rubric<sup>[2]</sup>. (Please see the rubric in Appendix 5: Professional Development and Evaluation). This rubric is used to describe and assess teacher performance across four performance areas:

- Culture of Learning: Are all students engaged in the work of the lesson from start to finish?
- Essential Content: Are all students engaged in content aligned to the appropriate standards for their subject and Grade?
- Academic Ownership: Are all students responsible for doing the thinking in this classroom?
- Demonstration of Learning: Do all students demonstrate that they are learning?

**Informal Observations:** All teachers will be observed 2-4 times each month by the Principal for a 20-minute classroom visit and or a 20-minute Crew visit. The Principal will meet bi/weekly to provide a high-leverage action step based on the previous observation. These informal observations will be connected to both SJS-wide PD goals and also the teachers self-identified goals that have been set with their direct supervisor.

**Formal Observation:** The Principal and Director of Student Support Services will observe all teachers three times per year for a full class period. The formal observations will occur once in quarter 1, once in quarter 2 and once in quarter 3. This will replace a weekly observation. Each formal observation will include a debrief. The debrief will consist of written feedback that

explains the overall score on the TNTP Core Teaching Rubric and both strengths and areas of growth. In that meeting, the Principal/Director of Student Support Services will work with teachers to develop a mini-action plan to address the highest leverage areas of growth.

**On Track, Exceed Track and Off Track Meetings:** The Principal and Director of Student Support Services will hold “on-track/exceed track/off-track/” meetings with teachers after the first and second formal observation. The Principal and Director of Student Support Services will use the following data points to determine a teachers’ “on track/exceeds track/off track status: formal and informal observations, and assessment data (with a focus on formative and summative data). In those meetings, the Principal will give teachers an “on-track” letter, an “exceed-track” letter or an “off-track” letter. The “on-track” letter means that the teacher is making progress towards their goals.

Teachers whose cumulative score is below a 3.0 on their formal evaluations will be considered “off-track”. The “off-track” letter means that the teacher is not making progress towards their goals. All teachers who receive an “off-track” letter will be placed on a Performance Improvement Plan.

Teachers whose cumulative score is a 3.0-4.4 on their formal evaluations will be considered “on-track”. Teachers whose cumulative score is a 4.5 or above on their formal evaluation will be considered “exceeding-track”. Teachers who are considered exceeding-track or on-track may be considered for a formal leadership role.

**Performance Improvement Plan:** A Performance Improvement Plan is a six-to-eight week plan to support teachers who are not making progress as evident by their formal observations. The plan will include the domain in which the teacher is in need of support, deliverables aligned to that domain, coaching meetings and the support that the Principal and Director of Student Support Services will provide. The Principal and the teacher will collectively review the plan to ensure that it is achievable within the timeline. At the end of the duration of the Performance Improvement Plan, the teacher and the Principal will meet to assess the development and determine the next step which could include termination, non-renewal of contract or an extension of the Performance Improvement Plan.

**Termination or Renewal Decisions:** Teachers who earn a cumulative score below a 3.0 on their formal evaluations and who have not met the goals of their Performance Improvement Plan will not be given an offer letter for the following school year. Teachers who earn a cumulative 3.0 or above on their formal evaluations will be considered for a renewal of their contract for the following year. The final decision, made in April, to extend an offer letter will be determined by an analysis of the following data sets: informal observations, assessment data (with a focus on student growth on formative and summative assessments, and in-seat attendance data).

### **Assessing Non-Educational Staff**

All other employees will receive a written evaluation annually. The procedure will review the employee’s growth and evaluation of the year, as well as set expectations for the future.

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[1] [http://www.uncommonschools.org/our-approach/thought-leadership/get-better-faster?gclid=Cj0KCQIA6ozhBRC8ARIsAIh\\_VC1p1fmeHmwVeFwH7MI2gtvGkXSfhcZOmAtw5PN-IITZhB7KuhZKFigaAv2NEALw\\_wcB](http://www.uncommonschools.org/our-approach/thought-leadership/get-better-faster?gclid=Cj0KCQIA6ozhBRC8ARIsAIh_VC1p1fmeHmwVeFwH7MI2gtvGkXSfhcZOmAtw5PN-IITZhB7KuhZKFigaAv2NEALw_wcB)

[2] <https://tntp.org/publications/view/tntp-core-teaching-rubric-a-tool-for-conducting-classroom-observations>



## ***Grounds for Immediate Termination***

Employees are required to act professionally while present on SJS's premises or while representing SJS. There are some offenses which may result in immediate termination. These offenses include, but are not limited to the following:

- Serious improper behavior or discourtesy toward a student, a family member, or a co-worker (including but not limited to improper verbal or physical behavior);
- Endangering the health or welfare of a student or fellow staff member;
- Harassment of any kind, including sexual harassment, molestation, and/or abuse of a student, family member, staff member or volunteer;
- Intentionally striking or sexually touching any student;
- Possession of a weapon;
- Illegal conduct of any kind;
- Drinking or being under the influence of alcohol or a controlled substance at any time while on SJS's premises (see Drug and Alcohol policy);
- Unlawful possession, or sale of a controlled substance or using a controlled substance at any time while on the SJS's premises;
- Theft;
- Inappropriately sharing confidential information with students, parents, or a non-SJS related individual or organization;
- Failure to cooperate with an investigation or promptly respond to a document collection request from a supervisor or the Talent Management office;
- Insubordination;
- Dereliction of duties;
- Dishonesty;
- Failure to report for work without just cause;
- Walking off the job; or
- Misuse of the internet and/or email.

## ***Progressive Discipline Policy***

All SJS instructional staff members are expected to deliver high-quality instruction, support and services to all students. If it is discovered that high-quality work is not occurring, the principal will create an improvement plan. The plan will establish measurable goals and consequences for the staff member if these goals are not met.

For other types of offenses, SJS may, in its sole discretion, in addition to making appropriate notations in the employee's file and/or evaluation, apply the following corrective counseling procedures. At the supervisor's discretion and in consultation with a representative of the Executive Leadership Team, the supervisor may choose to assign a higher level of offences based upon the severity of the infraction.

- First Offense - Verbal Counseling/Coaching by supervisor
- Second Offense - Documented Verbal Counseling

A written record of a discussion between the employee and the supervisor will be made to document a repeated violation of a policy or procedure. The employee's supervisor shall explain other disciplinary measures which may be taken if continued violations occur.

Documented verbal warnings will be maintained in the employee's personnel file. The employee will be asked to sign the documented verbal counseling as an acknowledgment of receipt. If an employee refuses to sign, a member of the Executive Leadership Team or other school-based leadership employee should be summoned to the counseling/disciplinary session, the entire discussion should be reviewed/summarized in the presence of him/her, and he/she should sign the documented verbal counseling to acknowledge that the conversation occurred.

- Third Offense - Written Warning

The employee is informed of the specific violation(s) in a written document which may also identify previous attempts at corrective action and the action which the employee must take to improve performance. The supervisor shall explain other disciplinary measures which may be taken, if any, if continued violation(s) occur.

The written warning will be placed in the employee's personnel file, and the employee will be requested to sign the written warning as an acknowledgment of receipt. If an employee refuses to sign, a member of the Executive Leadership team or other school-based leadership employee should be summoned to the counseling/disciplinary session, the entire discussion should be reviewed/summarized in his/her presence, and he/she should sign the warning notice to acknowledge that the conversation occurred.

- Fourth Offense – Final Warning, accompanied by an Employee's Commitment to Improve

The employee is informed of the specific violation(s) in a written document and a specific time period during which improvement must be achieved. The supervisor shall explain other disciplinary measures which may be taken if continued violation(s) occur.

The employee should be instructed to carefully evaluate his/her commitment to SJS, and then make a decision as to whether to leave SJS, or to remain with SJS and perform duties which meet SJS's expectations.

The additional counseling becomes a part of the employee's personnel record and will be signed by the employee as an acknowledgment of receipt or signed by a member of the Executive Leadership team or other school-based leadership employee if the employee refuses to sign. If an employee refuses to sign, the entire discussion should be reviewed/summarized in his/her presence prior to him/her signing the warning.

- Fifth Offense – Suspension Pending Investigation Which May Result in Termination of Employment

The employee may be immediately suspended from work with pay without notice pending investigation to determine whether discharge is warranted. An employee on investigatory suspension shall receive notification of employment status, whenever possible, within five (5) working days of the effective date of the suspension.

Verbal counseling, documented verbal counseling, written warnings and final warnings will be considered active up to a year after issuance. Verbal counseling, documented verbal counseling, written warnings and final warnings which are no longer active will be removed from the employee's personnel file, and maintained in a separate, archival file, which shall not be considered in the future for the purpose of the imposition of disciplinary penalties, advancement, or benefits.

## **Part 2 – Our Policies and Practices**

### ***Open Door Policy***

SJS has adopted an Open Door Policy for all employees. This means, literally, that every manager's door is open to every employee. The purpose of our open door policy is to encourage open communication, feedback, and discussion about any matter of importance to an employee. Our open door policy means that employees are free to talk with any manager at any time about any topic.

### ***Confidentiality***

Employees who are given access to confidential information, data, Social Justice School property, keys to the Social Justice School premises, or any other Social Justice School related property or information in the performance of their duties must protect and use the information for the interest of the Social Justice School. Employees may not disclose or use any part of any confidential information outside of their job duties performance and in the interest of the Social Justice School. Confidential information means, but not limited to, medical records, student records, financial records and instructional documents. Employees may not authorize or be involved in the inappropriate use or disclosure of confidential information during, or after, their employment without the Social Justice School's written consent, other than what is required by law.

### ***Solicitation***

Our employees are encouraged to actively participate in civic affairs and worthy charitable activities. However, the conducting of non-School business, such as canvassing, collection of funds, pledges, circulation of petitions for outside issues (such as politics), solicitation of memberships, or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or being solicited, or at any time in working areas or in public areas. Solicitation by non-employees on School premises is prohibited at all times. The distribution of non-School related literature, such as leaflets, letters, or other written materials, by any employee is not permitted during the working time of either the employee doing the distributing or to whom the non-School related literature is being distributed, or at any time in working areas or in public areas. Distribution of literature by non-employees on School premises is prohibited at all times. SJS

This policy is not intended to per se prohibit staff from exercising good judgment about the nature of posters, signs, or displays in they wish to display in their workspace. The Principal/Executive Director retains discretion to determine the appropriateness of any such posters, signs or displays.

## ***Internet Access***

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user's performance of employment-related activities.

The Social Justice School email and Internet system is the property of the Social Justice School. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Social Justice School, you acknowledge that the Social Justice School by itself or through its Internet Service Provider may from time to time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications. There should be no expectation of privacy when using SJS's Internet, Intranet, and electronic mail services through property and facilities provided by the Social Justice School.

## ***Responsibilities and Obligations***

Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the Social Justice School and other parties at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within SJS.

## ***Violation of this Policy***

In all circumstances, use of Internet access and email systems must be consistent with the law and Social Justice School policies. Violation of this policy is a serious offense and, subject to the requirements of law, may result in a range of sanctions from restriction of access to electronic communication facilities to disciplinary action, including dismissal.

## ***Email***

The email system is the property of the Social Justice School. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Social Justice School. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Social Justice School email system is the Social Justice School property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using the Social Justice School hardware and software.

Electronic mail is like any other form of the Social Justice School communication, and may not be used for harassment or other unlawful purposes. Your email account is a Social Justice School-provided privilege, and is School property. Remember that when you send email from the Social Justice School domain, you represent the Social Justice School whether your message is business-related or personal.

## **Telephones**

Personal use of SJS's telephones, personal use of a school-issued cell phone, or personal use of your personal cell phone should be limited to breaks or other non-work time. It is understandable that emergencies can arise, and so The Social Justice School is committed to accommodating where reason is warranted.

## **Social Media**

SJS recognizes the growing importance of online social media and networks as a communication tool. This policy includes employees' use of such networks including personal websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other kind of social media. SJS respects the right of employees to use these media during their personal time.

Personal use of these media during School time or on School equipment, however, is prohibited. SJS takes no position on employees' decisions to participate in the use of social media networks. In general, employees who participate in social media are free to publish personal information, without censorship by SJS. Given that employees' personal use of social media may negatively reflect on SJS, however, SJS retains the right to take adverse employment actions against any employee if it determines that such employee's social media use has negatively impacted SJS. Accordingly, SJS has developed the following guidelines for the personal use of social media:

Permissible information that can be shared on social media: job promotion, personal participation in Social Justice School sponsored events, students engaging in work at school as long as the student's family signed the photo-release policy form. If SJS is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Social Justice School or its other employees.

Non-permissible information that cannot be shared on social media: discriminatory images, or language, student work, student or family contact information, student medical records or acting as a spokesperson for the Social Justice School. Carefully read these guidelines, SJS's equal employment opportunity, discrimination, and harassment policies, and ensure that your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

## **Video Surveillance**

School reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

- SJS may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. SJS will do so only after first ensuring that such action is in compliance with state and federal laws.
- Employees should not have any expectation of privacy in work-related areas.
- Employee privacy in non working areas will be respected to the extent possible. School's reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice may be sought in advance in such rare cases where nonworking-area privacy must be compromised.
- Employees should contact their supervisor or the human resource (HR) department if they have questions about this policy.

## ***No Smoking***

In order to provide a safe and comfortable working environment for all employees, and in accordance with DC Law, smoking, including all tobacco products, electronic cigarettes, and/or drugs are strictly prohibited at all times on SJS' property.

## ***Searches***

To safeguard the property of the employees, students, and SJS, and to prevent the possession, sale and use of illegal drugs on School premises, SJS reserves the right to search any employee's office, desk, files, mail boxes and so forth. SJS also reserves the right to question employees and all other people entering and leaving School premises and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes or any other possessions or articles carried to and from SJS's property. Inspections may be conducted at any time at the discretion of management.

People requesting entrance to the premises who refuse to cooperate in a workplace search/inspection will not be permitted to enter the premises. Employees working on, or entering or leaving the premises who refuse to cooperate in an inspection, as well as those employees who are found to be in possession of stolen property, illegal drugs or other prohibited items, will be subject to discipline, up to and including termination. Local law enforcement may be notified.

## ***Weapon-Free Workplace***

You are not permitted to bring weapons of any kind onto or within 1,000 feet of SJS premises or to School functions. If you are suspected of possessing a weapon, you will be subject to a search at School's discretion. Such searches may include, but not be limited to, your personal effects, desk, and workspace. Any violation of this policy shall subject the offending employees to disciplinary action, up to and including termination. Anyone who violates this policy will be banned from SJS premises.

## ***Drug-Free Workplace***

SJS takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. SJS has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

## ***Substance Abuse***

Substance abuse is a serious problem adversely affecting the lives of millions of Americans, corporate profits, organizational effectiveness, and our nation's ability to compete in the world economy.

SJS recognizes alcohol and drug abuse as potential health, safety and security problems. SJS expects all employees to 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, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on School premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

If there is reasonable suspicion that an employee is under the influence during the workday, they will be required to undergo an immediate drug and/or alcohol test, at the expense of The Social Justice School. Failure to undergo the requested test will result in the employee being asked to leave The Social Justice School for the day, and will not be allowed to return to work until the drug test is completed. A positive drug or alcohol test or refusal to submit to a drug or alcohol test is grounds for further disciplinary action, up to and including termination from The Social Justice School.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform the Director of Human Resources for assistance in seeking help to address substance abuse. The Director can also help you determine coverage available under SJS's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by SJS.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

## ***Safety and Accident Rules***

Safety is a joint venture at SJS. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of SJS, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor.

## ***Medical Procedures***

If you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law. SJS is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations. Check your health plan documents to determine coverage. SJS may also request that a physician examine you whenever conditions make this desirable for your protection or that of SJS. SJS pays for physical examinations administered at the request of SJS.

## ***Promotions and Transfers***

Most job openings that are intended to be filled from within SJS will be posted on SJS website: ([www.thesocialjusticeschool.org](http://www.thesocialjusticeschool.org)). The management of SJS does reserve the right, however, to transfer or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of SJS management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if the management of SJS believes that it is in the best interest of SJS to make an exception to this guideline.

## ***Travel and Business Expense Reimbursement***

In certain circumstances, The Social Justice School will reimburse you for approved, reasonable, proper, and necessary travel expenses incurred in conjunction with The Social Justice School work. (Travel from your home to your typical work location is not considered work-related travel.) It is The Social Justice School policy that all travel-related activities (including transportation, lodging, and meals) must be conducted in the least expensive manner and be preapproved before any expenditure is made.

The Social Justice School will reimburse actual and necessary mileage expenses (but not commuting expenses) according to U.S. General Services Administration guidelines, including mileage in a privately owned vehicle, related tolls, and parking. Mileage costs will be reimbursed at the current U.S. Internal Revenue Service approved rate.

The Social Justice School will reimburse you for parking and tolls associated with a work-related and preapproved local or long-distance trip. Receipts are required to ensure reimbursement, as well as an approved expense reimbursement form. Please contact the Operations staff for this form.

## ***Media Inquiries***

The Executive Director is the authorized spokesperson for SJS. No other faculty or staff member is authorized to engage in conversation or any other contact or communication with any media members or outlets as a representative, or speaking on behalf of SJS without express written permission from the Executive Director.

To ensure that SJS communicates with the media in a consistent, timely and professional manner about matters related to SJS, employees should notify the Executive Director that they have been contacted by the media whenever they are asked to speak on behalf of SJS so that SJS knows that a media inquiry has been made. If an employee contacts or communicates with a media member or outlet in their personal capacity in connection with issues or activities relating to SJS, they must make clear that they are speaking for themselves only, and not on behalf of SJS.



## ***Conflict of Interest Policy***

Employees must avoid any interest, influence, or relationship which might conflict or appear to conflict with the best interests of The Social Justice School. You must avoid any situation in which your loyalty may be divided and must promptly disclose any situation where an actual or potential conflict may exist. It is your responsibility to conduct personal affairs according to the highest standards of integrity and good judgment. You must avoid engaging in conduct that might be subject to misinterpretation as to motive or propriety. Unless approved by the Board of Directors, you may not:

- Engage in any outside business activity during normal working hours, or in any activity that would detract from your ability to discharge your responsibilities with The Social Justice School;
- Act in a manner that would bring discredit upon The Social Justice School or which is inconsistent with The Social Justice School 's mission;
- Own or have a significant financial interest in or other relationship with a business partner, potential business partner, funder, competitor, customer, vendor, or supplier of The Social Justice School.

If you have a potential or actual conflict of interest, you must disclose it to the Executive Director and the Board of Trustees and discuss how to avoid or resolve the potential or actual conflict.

## **Part 3 – Equal Employment Opportunity**

### ***Discrimination Is Prohibited***

SJS is an equal opportunity employer and makes all employment decisions without regard to race, religion, creed, color, national origin, ancestry, sex (including pregnancy, childbirth, lactation and related medical conditions), national origin, physical or mental disability, age, genetic information, marital status (including registered domestic partnership status) gender identity or expression, military or veteran status, immigration status (except as necessary to comply with federal, state, or local law), personal appearance, familial responsibilities, political affiliation, matriculation, credit information, status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, or any other category protected by federal, state, or local law. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training.

SJS makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the Human Resources Department. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

## ***Americans with Disabilities Act***

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter SJS's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of School policy, SJS prohibits discrimination of any kind against people with disabilities.

## ***Disabled Defined***

An applicant or employee is considered disabled if he/she/they (1) actually has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

## ***Reasonable Accommodation***

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from SJS in order to allow them to perform a particular job. If you are disabled and you wish such reasonable accommodation, contact the Director of Operations. On receipt of your request we will meet with you to discuss your potential accommodation. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, SJS does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, any accommodation that will impose undue hardship on SJS is not considered reasonable.

## ***Lactation Accommodation***

Per DC law, SJS will provide reasonable breaks for an employee to express breast milk for her nursing child for one year after the child's birth in accordance with the provisions of the Patient Protection and Affordable Care Act of 2010. SJS will provide qualifying employees access to a room for private use. If you intend to make use of such break time and believe no room is currently available for you, please contact the Human Resources as soon as possible. Such breaks may be taken every time an employee has reasonable need to express breast milk and may be taken concurrently with normally scheduled break periods.

Discrimination and harassment against breast-feeding employees is prohibited. Employees who believe that this policy has been or is being violated should immediately notify their Executive Director or the Chief of Staff.

### ***Whistleblower***

This policy is intended to encourage and enable all employees, and others, to raise concerns within SJS prior to seeking resolution outside of SJS. No director, officer, or employee who, in good faith, reports a violation shall experience harassment, retaliation, or adverse employment consequences. An employee who retaliates against someone who reports a violation in good faith, is subject to disciplinary action, up to and including termination.

If you are uncomfortable speaking with an immediate supervisor, or are not satisfied with the supervisor/manager's response, please speak with someone in the Administration with whom you feel comfortable speaking with. Supervisors are required to report suspected violations of the Code of Conduct to the Founder/Director who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when employees are not satisfied or uncomfortable with speaking with any employee of SJS, he/she should contact the Chair of the Board.

Anyone filing a complaint concerning a suspected violation, or a violation of the Code, must be acting in good faith and must have reasonable grounds for believing the disclosed information designates a violation of the Code. Any allegations which are not substantiated, and which prove to have been made with malicious intent or made knowing the accusation is false, will be subject to disciplinary action, up to and including termination.

Violations, or suspected violations, may be confidentially submitted by the employee or may be submitted anonymously. These reports will be kept confidential to the extent possible consistent with the need to investigate the report.

### ***Child Abuse and Neglect***

All employees of SJS must report all incidents of child abuse and neglect in accordance with applicable state and local law, whether it occurs within SJS or outside of SJS. You will be provided training in identifying child abuse and/or neglect.

D.C. Code §16-2301(23) defines the term "abused child" to mean "a child whose parent, guardian, custodian, or caretaker (academic and residential staff) inflicts or fails to make reasonable efforts to prevent the infliction of physical or mental injury upon the child, including excessive corporal punishment, an act of sexual abuse, molestation or exploitation, physical abuse, or an injury that results from exposure to a drug-related activity in the child's environment."

In addition, negligence which leads, or could lead, to physical injuring including non-provision of food, clothing, shelter, medical attention, or reasonable supervision is considered to be abusive. Therefore, it is mandatory that any personnel who are aware of matters concerning this type of negligence are to report such information to the proper authorities and appropriate staff.

Pursuant to D.C. Code § 2-1352, "any person...who knows or has reasonable cause to suspect that a child known to him/her in his/her professional or official capacity has been or is in immediate danger of being a mentally or physically abused or neglected child,...shall immediately report or have a report made of such knowledge or suspicion to either the Metropolitan Police Department...or the Child Protective Services Division of the Department of Human Services."

Persons required to report such abuse or neglect shall include every physician, psychologist, medical examiner, dentist, person involved in the care and treatment, school official, teacher, social services worker, daycare worker, mental health professional, and residential childcare worker.

In addition to those who are required to make a report, any other person may make a report to the Metropolitan Police Department of the District of Columbia, or the Child and Family Services Division of the Department of Human Services located at 400 6th Street, SW.

When injuries or behaviors are observed that leads anyone to believe abuse may have occurred, or if a child voluntarily discloses the nature of abuse, the teacher or other employees should report such suspicion and/or allegation immediately to the counselor and the Head of School or Assistant Principal, who will assist the employee in contacting the Metropolitan Police Department or Child Protective Services. It is not the duty of School employees to validate the abuse, but to report it.

All School employees should be mindful of the importance of minimizing the number of interviews which a child is subjected to regarding the incident or abuse. Therefore, the person who first obtains the disclosure is the only person at SJS who should speak to the child, unless otherwise authorized by an administrator. The adult to whom the disclosure was made, or who observed the injuries, should thereafter communicate with other adults as necessary to report the known or suspected physical or sexual abuse to school authorities and to the Metropolitan Police Department.

**TO REPORT ABUSE/NEGLECT: 202-671-7233**

**FOR 24 HOUR CRISIS COUNSELING: 888-793-4357**

### ***Workplace Harassment***

SJS is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, SJS has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. SJS will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

SJS for Social Justice is committed to maintaining a work environment that is free from harassment and discrimination; does not approve of harassment of any type within the workplace; and will not tolerate the harassment of its employee by anyone, including co-workers, parents, or vendors. Harassment consists of unwelcomed conduct that is based upon an individual’s protected status such as sex (including pregnancy), color, race, religion, national origin, age, disability, handicap, citizenship, genetic information, or veteran status. Harassment can occur in person, online, on School premises, and off School premises. SJS also recognizes that harassment or discrimination via social media websites is a serious matter and intends to treat such claims the same as other claims.

Harassment can include, without limitation, verbal harassment (epithets, derogatory statements, remarks about an individual’s body, degrading words used to describe an individual, demands for sexual relations or sexual contact, threats or insinuations that the person’s employment, wages, promotional opportunities, work assignments or other conditions of employment may be adversely affected by not submitting to sexual advances or improved by submitting to those

advances, unwelcome jokes, slurs, etc.), physical harassment (touching or physical interference with normal work), visual harassment (leering, making sexual or inappropriate gestures, displaying sexually suggestive posters, cartoons, or drawings), and innuendo.

## ***Sexual Harassment***

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men, women, and those who identify as non-binary. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

These behaviors may include, for example: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. School policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) SJS encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with Human Resources.

### **Supervisors' Responsibilities**

All managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual harassment is not permitted.

## ***Procedures for Reporting and Investigating Harassment***

Employees should report incidents of inappropriate behavior or harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor or the Human Resources Department. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Human Resources Department. Every claim of sexual harassment will be treated seriously, no matter how trivial it may appear. All complaints of sexual harassment or other inappropriate sexual conduct will be promptly and thoroughly investigated by SJS.

There will be no retaliation for filing or pursuing a harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the “alleged harasser” shall be informed of the determination. Where appropriate, the employees may be offered counseling through an employee assistance program (EAP), or mediation.

### ***Penalties for Violation of Harassment Policy***

If it is determined that inappropriate conduct has occurred, SJS will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as SJS deems appropriate under the circumstances and in accordance with applicable law.

### ***Workplace Violence***

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, customer, vendor or business associate will not be tolerated. SJS’s resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. SJS treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, security personnel, Human Resources or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. SJS will not retaliate against employees making good-faith reports. SJS is committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence.

SJS will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities related to school business. The identity of the individual making a report will be protected as much as possible. SJS will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, SJS may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt discipline, up to and including termination of employment.

SJS encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. SJS will not discipline employees for raising such concerns. However, if it is determined after an investigation that an employee willfully and intentionally provided false information regarding the complaint, that individual will be subject to disciplinary action, up to and including termination.

## **Part 4 – Compensation**

### ***Payroll Practices***

Employees are paid semi-monthly, on or about the 15th and the last day of each month. If the regularly scheduled payroll date falls on a Saturday, SJS will attempt to deliver paychecks on Friday. If the regular payday falls on a Sunday, employees will be paid on Monday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

### ***Salary Deductions and Withholding***

SJS will withhold the following from your paycheck:

#### **Taxes**

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

#### **Insurance**

Upon written authorization, your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

#### **Other Deductions**

Other deductions which you authorize, including short-term disability insurance, flexible spending account (FSA) contributions, and 401(k) contributions.

### **Deductions from Pay for FLSA-Exempt Employees**

The Social Justice School pays on a “salary basis” those employees who are classified as exempt under the Fair Labor Standards Act (FLSA). The purpose of this section is to provide those exempt employees with a general understanding of what it means to be paid on a salary basis and to communicate the mechanism by which you may raise any questions regarding deductions from your salary.

1. **Predetermined Amount:** Exempt employees are paid a predetermined amount (salary) each pay period, regardless of the number of hours actually worked.
2. **Deductions from Pay:** The FLSA permits reductions from that salary in certain circumstances:
  - a. As an exempt employee, your salary is not subject to reduction because of the quality or the quantity of your work performed. Deductions from your pay shall not be made for partial day absences. However, if you perform no work for an entire workweek, you are not

entitled to be paid your salary for the week (although you can offset this failure to work if you have sufficient accrued benefits under The Social Justice School's paid time off policy). Furthermore, deductions in increments of not less than one day may be made when you are absent from work for a day or more for personal reasons (although you can offset this absence if you have sufficient accrued benefits under The Social Justice School 's paid time off policy).

b. If you are absent for one or more full days because of sickness or disability, you may have your salary reduced, unless you have accrued benefits under The Social Justice School's paid time off or you are otherwise covered by The Social Justice School's short term disability policy.

c. If your absence from work is due to jury duty, attendance as a witness at a trial, or temporary military leave, you will be entitled to receive your full salary for the week, but The Social Justice School may offset your salary by any amounts you receive as jury fees, witness fees, or military pay. You must submit documentation of your attendance at jury duty prior to being paid for the time.

d. You may be suspended without pay for disciplinary violations involving professionalism and/or workplace conduct rules.

e. In your initial or final week of employment, you may receive only a proportionate part of your full salary for the time actually worked in accordance with our current pay period schedule and on your start or termination date.

f. Errors in payment should be immediately reported to the operations team

3. **Complaint Procedure Concerning Paychecks:** As noted, The Social Justice School is committed to observing the salary basis requirements of the FLSA. If you are an exempt employee and believe your salary has been improperly reduced, you should follow the following procedure to ensure that any such reduction was not unlawful.

. Notification Procedure: If you believe that The Social Justice School has made an improper deduction from your salary, you should immediately (or as soon as possible) notify the Executive Director in writing of the date of the payroll in which the reduction occurred, the amount of the reduction, and the reason given on the paystub (if any) for the reduction.

a. Investigation of Complaint: The Director of Operations and Executive Director will investigate all complaints and will make a determination as to whether the deduction from your salary was lawful. The result will be communicated to you in writing. If the Director of Operations and Executive Director determines that The Social Justice School has made an improper pay deduction, The Social Justice School will reimburse you the amount of the improper deduction and will take steps to ensure that such improper deduction does not occur again in the future. If the Executive Director determines that The Social Justice School's reduction of salary was lawful, you may appeal that decision to the Board of Trustees, which will review the matter and make a final decision as to whether the deduction was permissible under the FLSA.

### ***Direct Deposit***

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by the Human Resources Department.

### ***Pay Advances***

SJS discourages any advancement of pay not yet earned, and any exception will require an extraordinary or emergency situation. Requests for payroll advances must be made in writing using the Request for Payroll Advance form and must be approved by the Principal, appropriate supervisor or the chief financial officer. Advances are made completely at the discretion of School management.



## ***Contact Information for Department of Employment Services***

It is important that employees of The Social Justice School feel comfortable about contacting anyone on the leadership team or in Human Resources about any concerns regarding safety, wage and hour issues, or discrimination. However, if you are not comfortable, the Department of Employment Services, specifically the Office of Wage-Hour (OWH), is to be contacted as that office is the designated enforcement agency for the concerns about safety, wage and hour, or discrimination. The OWH can be contacted at 202-671-1880 or via e-mail at [owh.ask@dc.gov](mailto:owh.ask@dc.gov). The office is located at 4058 Minnesota Avenue, NE, Suite 4300 Washington, D.C. 20019. The office is open Monday –Thursday 8:30-4:30 and Friday 9:30-4:30.

## **Part 5 – Benefits**

### ***General***

This section describes the fringe benefits provided by SJS and information on your eligibility for benefits. Details regarding each benefit plan are contained in SJS's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review in the Human Resources Department.

### ***Medical Insurance***

SJS offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found in the Benefit Booklet. This Handbook does not constitute such a legal document. SJS offers medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major medical insurance carrier or health maintenance organization (HMO). An employee contribution for coverage will be deducted from your salary based on your benefit selections. Your summary plan description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each of the plans. In the event of any conflict between the information contained in this Handbook and in SJS's SPDs, the SPDs shall govern. These plans are subject to change at SJS's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at SJS's discretion.

### ***Waiting Period***

Full-time employees are eligible to participate in the various insurance programs offered by SJS on their first day of employment. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

### ***Employee Contributions***

SJS's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by SJS. Your contributory cost is deducted from your paycheck.

If you believe an error has been made in regards to your payroll, please contact the Human Resources Department immediately. The Human Resources Department will take the necessary steps to assure any necessary corrections will be made promptly and timely. SJS is not responsible for correcting non-reported errors in your payroll. If SJS learns that a payroll error

has been made, SJS will notify the employee directly. If an overpayment occurs on your payroll, you are obligated to repay SJS or agree upon a monthly schedule which satisfies the overpayment.

### ***Late Applicants***

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of those programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

### ***Open Enrollment***

The Open Enrollment period allows employees to add or change their benefits coverage. Applications for medical, dental, short-term disability (STD), long-term disability (LTD), life insurance and supplemental life insurance may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change; see Special Enrollment).

### ***Special Enrollment***

A “qualifying event,” such as certain life status changes—marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.—may allow entry into a plan as long as application for coverage is made within 30 days of the qualifying event. For specific details regarding Special Enrollment, please refer to your Summary Plan Description.

### ***Continuation of Health Coverage (COBRA)***

Federal law generally requires employers with 20 or more employees to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other life events. Employees ordinarily may continue their health coverage for up to 18 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental coverage for you and your covered dependents would otherwise end due to your death or because:

- a. your employment terminates, for a reason other than gross misconduct; or
- b. your employment status changes due to a reduction in hours; or
- c. your child ceases to be a "dependent child" under the terms of the medical and/or dental plan; or
- d. you become divorced or legally separated; or
- e. you become entitled to Medicare.

In the event of divorce, legal separation, or a child’s loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

## ***Dental Insurance***

SJS offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

## ***Short-Term Disability Plan (STD)***

A short-term disability plan is provided for eligible full-time employees. Please refer to the STD Summary Plan Description for an explanation of the plan benefits and limitations.

## ***Long-Term Disability Plan (LTD)***

Long-term disability coverage is a voluntary benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period of time. LTD is employee-specific. If you elect this type of coverage, please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

## ***Life Insurance***

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. SJS pays the premium for this program. The face value of this benefit is equal to one times the employee's annual salary. For details please refer to the plan Summary Plan Description.

## ***Supplemental Life Insurance***

Full-time employees are eligible to purchase supplemental life insurance for themselves at group rates. Supplemental life insurance is a voluntary benefit and is employee-specific. Enrollees should refer to the plan Summary Plan Description for eligibility requirements, plan limitations and additional information.

## ***Workers' Compensation Insurance***

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by SJS and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Human Resources Department. Failure to do so could lead to discipline. This ensures that SJS can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Human Resources Department.

## ***Unemployment Insurance***

The purpose of unemployment insurance is to replace part of your income if you are laid off or terminated through no fault of your own. SJS pays the full cost of unemployment insurance, but it does not decide who is eligible for benefit payments or the amount of the payments. This eligibility and payment amount is decided by state law.

## ***Retirement***

Upon hire, all employees will be automatically enrolled at 5% (pre-tax) of wages into the SJS retirement plan. Employees can opt out or change this at any time. If an employee accepts our proposed investment line-up, the employee's contributions would be invested in the age appropriate RetireView Moderate model. If an employee does not change their contribution percentage it will automatically be increased 1% every year on July 1 until their contribution percentage reaches 10%. An employee may opt out of this arrangement or change their contribution percentage at any time. Employees who are automatically enrolled can withdraw their contributions within 90 days of the first contribution. After one full year of service with SJS, SJS will match 3% of an employee's contributions.

## **Part 6 – Holidays, Vacation and Other Leave**

### ***Religious Observance***

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. SJS respects your religious beliefs, however, and therefore, will provide 1 day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use vacation and /or personal days. This leave must be requested through the department manager two weeks prior to the event.  
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### ***Procedure***

Requests for time off should be submitted to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Time off-requests are approved by your immediate supervisor. Time off is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be School-wide or department-specific "blackout dates," as necessary. Time-off requests are granted on a first-come, first-served basis. In the event of a conflict in time-off request, your supervisor will consider SJS's staffing needs during the relevant period, as well as the length of service with SJS of the employees involved.

### ***Critical Crew Dates***

Employees should refrain from requesting leave on Blackout Dates whenever possible, unless there is an urgent, legitimate need for leave on those dates or required by law. This includes days prior and after a paid holiday, or other days during SJS year deemed crucial for staff attendance. A list of holidays and Blackout Dates can be obtained from Human Resources, and may be subject to change. If a team member is not present on a Blackout Date, those days may be unpaid, as approval of paid leave on Blackout Dates is on a very limited basis, and is at the discretion of the employee's supervisor. Proof may be requested to verify the need for paid leave on a Blackout Date.

### ***Holiday Pay***

Full-time Employees are entitled to the following paid holidays; Part-time Employees are only entitled for paid holidays that they are scheduled to work; Temporary or casual employees will not be paid for holidays:

Labor Day

Veterans Day

Week between Christmas Day and New Years Day  
Christmas Day  
New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Independence Day

Full-time employees will also receive holiday pay for the week of Thanksgiving and the week of Spring Break.

## **Leave**

### **Sick and Safe Leave**

In compliance with the Washington D.C. Accrued Sick and Safe Leave Act (ASSLA), all employees are granted sick leave with pay for an absence resulting from physical or mental illness, injury or medical condition of the employee; an absence related to physical or mental illness, preventative medical care (such as doctor or dentist appointments), to care for a sick child, parent, spouse or domestic partner, or to seek social or legal services related to stalking, domestic or sexual violence, or abuse of the employee or the employee's close family member. If foreseeable, an employee shall make a reasonable effort to schedule paid sick leave in a manner that does not unduly disrupt SJS's operations. When it is necessary for an employee to leave work for medical and dental appointments, the time away from work must be charged to sick leave.

An employee's request for sick leave must include a reason for the absence and the expected duration of the leave. If the leave is foreseeable, the request shall be made in writing and provided at least ten (10) days, or early as possible, in advance of the paid leave. If the paid leave is unforeseeable, an oral request for paid leave must be provided prior to the start of the employee's work shift for which the paid leave is requested. In the case of an emergency, an employee must notify the employee's immediate supervisor prior to the start of the next work shift or within twenty-four (24) hours of the onset of the emergency, whichever occurs sooner. All requests for sick leave must be reported to the employee's immediate supervisor. Employees are expected to make every effort to have a live conversation with the supervisor, rather than leaving a voice mail message. Messages regarding absences due to illness should not be left on SJS's main number.

Reasonable certification (such as a doctor's note) may be required for absences of three or more consecutive days. If the employee is taking "crime victim" leave, SJS may request a police report indicating that the employee was a victim of stalking, domestic violence or sexual abuse; a court order; or a signed statement from a victim and witness advocate, or domestic violence counselor, affirming that the employee is involved in legal action related to stalking, domestic violence or sexual abuse. If reasonable certification is requested, the employee must provide a copy to his or her immediate supervisor upon the employee's return to work.

Employees are prohibited from using sick time in advance of its accrual. Employees who take sick leave but do not have sufficient time accrued to cover the time off will have that time charged to their available personal leave or will be placed on leave without pay. Employees may not use sick leave to cover insufficient personal leave.

## **Accrual of Sick Leave**

For all employees, sick leave accrues at the rate of 1 hour for every 87 hours worked, up to a maximum of four days per year. Paid sick leave begins accruing on the employee's first day of work. The accrued sick leave may be carried over from year to year without any limits. Sick leave may continue to accrue even when the employee is absent in certain leave statuses.

Employees, regardless of date of hire or status, are not paid for accrued, unused sick leave at the termination of employment.

## **Personal Leave**

Employees are eligible for up to three personal leave days per school year, with prior written approval from his/her supervisor. Such leave shall be at full pay and benefits. Employees should not expect more than one personal day to be granted in June. Employees will not be paid out for any unused personal leave days at the time of termination of employment. Personal leave does not roll over. Year round employees are eligible for one extra personal leave day and one week of leave with pay during the summer break.

## **Notification Procedures**

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, SJS reserves the right to require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)

If you are absent because of an accident or longer than seven (7) days due to illness, compensation is paid under the benefits of SJS's short-term disability plan, provided you are eligible for and participate in that plan.

## **Bereavement Leave**

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives

## **Military Service Leave**

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use accrued vacation or personal leave for this purpose.

## **Universal Paid Leave (DC)**

In accordance with the District of Columbia Universal Paid Leave Act of 2016 (UPLA),

effective July 1, 2020, eligible employees are entitled to a leave of absence from SJS to bond with a new child, care for a family member with a serious health condition, or for the employee's own serious health condition. As discussed below, eligible employees may receive partial wage replacement benefits during the leave from the District of Columbia through the District's Office of Paid Family Leave.

## ***Eligibility***

You are eligible for UPLA leave if:

- You spend more than 50% of your work time working for SJS in DC; or
- Your employment for SJS is based in DC and you regularly spend a substantial amount of your work time for SJS in DC and not more than 50% of your work time for SJS elsewhere.

## ***Qualifying Events and Amount of Leave***

You may take leave for the following reasons:

- Parental Leave: You may take up to eight (8) weeks of leave in a 52-week period due to the birth of your child, the placement into your household of a child from adoption or foster care, or the placement into your household of a child for whom you legally assume parental responsibility. Parental leave must be taken within twelve (12) months following the birth or placement of the child.
- Family Medical Leave: You may take up to six (6) weeks of leave in a 52-week period to care for a family member with a serious health condition.
- Personal Medical Leave: You may take up to two (2) weeks of leave in a 52-week period due to your own serious health condition.

The maximum amount of UPLA leave you may take, in any combination of the above, is eight (8) weeks per year. You may take this leave continuously or intermittently in increments of at least one day.

You may be eligible for additional unpaid leave under the District of Columbia Family and Medical Leave Act (DCFMLA) or the federal Family and Medical Leave Act (FMLA) following the expiration of your UPLA leave.

As used in this policy, a "family member" is your:

- Biological, adopted, foster, or stepchild, legal ward, child of your domestic partner, or person to whom you stand *in loco parentis*.
- Biological, foster, or adoptive parent, parent-in-law, stepparent, legal guardian, or person who stood *in loco parentis* for you.
- Domestic partner or spouse.
- Grandparent.

- Sibling.

A “serious health condition” is a physical or mental illness, injury, or impairment that requires inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual.

## ***Requesting Leave***

You must provide Human Resources written notice before taking leave if practicable. In your notice, you must include:

- The type of leave requested (Parental Leave, Family Medical Leave, or Personal Leave).
- The expected duration of the leave.
- The expected start and end dates of the leave.
- Whether the leave will be taken continuously or intermittently.

If your leave is:

- Foreseeable, you must provide the notice as early as possible, but at least ten days before you intend to take leave.
- Unforeseeable, you must provide either oral or written notice before the start of the work shift for which you are using the leave.
- An emergency that prevents you from providing notice before the start of your shift for which you are using the leave, you (or someone on your behalf) must provide notice within 48 hours of the emergency, and if the notice is oral, supplement the notice with a written notice as soon as practicable.

## ***Pay During Leave***

UPLA leave is unpaid by SJS. However, you may request partial wage replacement benefits from the District of Columbia to receive compensation during your leave. The amount of the benefit is on a sliding scale based on your income, up to 90% of your average weekly wage and a maximum of \$1,000 for each week you are on leave.

Benefits determinations are made by the District’s Office of Paid Family Leave. For more information and to apply for benefits, go to <https://dcpaidfamilyleave.dc.gov>.

During your leave, you may choose to apply available sick or vacation leave to supplement the wage replacement benefits received from the District in order to receive full wages during some or all of your leave. All such payments will be integrated by SJS so that you receive no more than your regular compensation during your UPLA leave.



## ***Interaction with Other Laws and Policies***

If your UPLA leave also qualifies as leave under the DCFMLA and/or FMLA, leave entitlements under all laws will run concurrently. You will not receive more than the maximum amount of leave available under the UPLA, DCFMLA, or FMLA, as applicable.

### ***Parental Leave***

As a supplement to UPLA benefits, SJS will provide paid parental leave (“Paid Parental Leave”) to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. For the eight weeks an employee is on UPLA-covered leave due to the birth or adoption of a child, SJS will provide paid parental leave at a rate that will bring the employee to 100% of his or her wages once the UPLA benefits have been provided. For example, if an employee receives 60% of his or her pay from the District pursuant to UPLA, SJS will supplement the remaining 40% of wages. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Federal and state Family and Medical Leave Act (FMLA) leave, as applicable.

#### **Eligible employees must meet the following criteria:**

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,000 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.

#### **Amount, Time Frame and Duration of Paid Parental Leave**

- Eligible employees will receive a maximum of two weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than two weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- The Social Justice School’s Paid Parental Leave must be taken in tandem with DC’s Paid Family Leave. The Social Justice School will pay the difference of DC’s Paid Family Leave benefit amount to equal 100 percent of the employee’s regular, straight-time weekly pay. The Social Justice School’s portion of Paid Parental Leave will be paid on a semi-monthly basis on regularly scheduled pay dates. Additional information on DC Paid Family Leave is included in this handbook, and the required notices are in the Appendix.

- Approved paid parental leave may be taken at any time during the six-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this six-month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the six-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six-month time frame. The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid personal/sick leave.
- If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible

### **Coordination with Other Policies**

- Paid parental leave taken under this policy will run concurrently with leave under applicable Federal and State FMLA, and School-sponsored disability policies.
- After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' personal/sick time. Upon exhaustion of accrued personal/sick time, any remaining leave will be unpaid leave.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

### **Requests for Paid Parental Leave**

- The employee will provide his or her supervisor and Human Resources with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the organization has the exclusive right to interpret this policy.

DOES will determine an employee's entitlement to paid leave under the UPLA. SJS will not interfere with, restrain or deny any employee the right to seek benefits under the Paid Leave Act. For more information regarding UPLA, you should visit [does.dc.gov](https://does.dc.gov). A copy of the DC Universal Paid Leave Act notice can be found in the Appendix of this handbook.

## ***Family and Medical Leave***

We recognize that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Accordingly, SJS will grant time off to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act (Fed-FMLA) and the District of Columbia Family and Medical Leave Act (DC FMLA). Where both the Fed-

FMLA and DC FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

## ***District of Columbia Family and Medical Leave Act of 1990 (DC FMLA)***

### **Eligibility**

SJS for Social Justice will be an eligible employer under the DCFMLA once it has at least 20 employees.

Once SJS is an eligible employer, to be eligible for family or medical leave under the DC FMLA, an employee must have worked for Social Justice School for at least twelve (12) consecutive months and must have worked at least 1,000 hours in the twelve (12) months preceding the commencement of leave.

### ***Permissible Uses and Amount of Leave***

#### **Medical Leave**

Employees qualifying for DC FMLA leave may take up to sixteen (16) weeks of unpaid medical leave in a 24-month period if an employee becomes unable to perform the functions of his or her position because of a serious health condition.

#### **Family Leave**

Employees qualifying for DC FMLA leave may take up to sixteen (16) weeks of unpaid family leave in a 24-month period for the following reasons:

- The birth of a child of the employee;
- The placement of a child with the employee for adoption or foster care;
- The placement of a child with the employee, if the employee permanently assumes and discharges parental responsibility for the child; or
- The care of a family member of the employee who has a serious health condition.

Leave taken for the birth, adoption, foster care or other placement of a child must be taken within one year of the birth or placement of a child with the employee.

Family members who are both employed by Social Justice School and who request family leave under the DC FMLA may only take a combined total of 16 weeks of family leave during a 24-month period, and only 4 weeks of that leave may be taken simultaneously.

## **Definitions**

*Family Member* – A family member is: (a) a person related to the employee by blood, legal custody or marriage (this includes an individual who stood in loco parentis to the employee when the employee was a child); (b) a foster child; (c) a child who lives with the employee and for whom the employee permanently assumes and discharges parental responsibility; or (d) a person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship.

*24-Month Period* - The 24-month period will be measured backward from the date the leave in question begins.

*Serious Health Condition* – a physical or mental illness, injury or impairment that involves inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or supervision at home by a health care provider or other competent individual.

## ***Intermittent and Reduced Schedule Leave***

An employee does not need to use this leave entitlement in one block. Under some circumstances, employees may take family and medical leave intermittently or on a reduced leave schedule when medically necessary. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek or workday. Only time actually taken will be charged against the employee's leave entitlement.

If an employee is taking leave for the birth, adoption, foster care, or other placement of a child, Social Justice School and the employee may mutually agree to a reduced leave schedule, during which the sixteen (16) workweeks of family leave may be taken over a period not to exceed twenty-four (24) consecutive workweeks.

An employee must make a reasonable effort to schedule intermittent or reduced-schedule leave to minimize disruption to work, consistent with the health care provider's treatment plan. When an employee utilizes intermittent or reduced-schedule leave for planned medical treatment, Social Justice School may temporarily transfer the employee to an alternative position with equivalent pay and benefits, if so doing will be less disruptive to Social Justice School during that period that the intermittent or reduced-schedule leave is utilized.

## ***Notice and Medical Certification***

### **Required Notice**

Where the need for leave is foreseeable, employees must provide thirty (30) days advance notice of the need to take DC FMLA leave. If an employee fails to give 30 days advance notice for foreseeable leave, Social Justice School may delay the taking of leave until at least 30 days after the date notice is provided. If the approximate timing of the need for leave is not foreseeable, the employee shall request family or medical leave no later than five business days after the absence begins, or as soon as practicable thereafter.

When providing notice of the need to use DC FMLA leave, employees must provide Social Justice School with sufficient information so that it may determine if the leave requested qualifies for protection and the anticipated timing and duration of the leave. Sufficient

information to put Social Justice School on notice of an employee's need for DC FMLA leave may include: that the employee is unable to perform job functions; the family member is unable to perform daily activities; or the need for hospitalization or continuing treatment by a health care provider.

Employees must also inform Social Justice School if the requested leave is for a reason for which leave was previously taken or certified.

## **Certification of Leave**

If the reason for the request is due to the employee's own serious health condition or the serious health condition of a family member, the employee must provide medical certification completed by an authorized health-care provider.

When leave is requested, Human Resources will forward a certification request along with other applicable documentation.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include verification of the schedule for treatment, the expected frequency and duration of the treatment, and a statement of the medical necessity for taking such leave.

The employee must provide the requested medical certification within fifteen (15) calendar days of Social Justice School's request, unless it is not practicable for the employee to do so under the particular circumstances, despite the employee's diligent, good-faith efforts.

Social Justice School may request that an employee submit to a second and third medical opinion, at the expense of SJS, if Social Justice School has reason to doubt the validity of the initial certification provided.

Under certain circumstances, Social Justice School may require that an employee re-certify the need for continued DC FMLA protected leave. Failure to submit the required medical certification may result in the delay or denial of leave.

## **Employer Obligations**

Social Justice School will inform employees requesting leave: (1) whether they are eligible to take leave under the DC FMLA; (2) the specific expectations and obligations of the employee under the DC FMLA; (3) the employee's rights under the DC FMLA; (4) the number of hours of leave which are available to the employee under the DC FMLA; and (5) if applicable, a notice that the employee must submit a certification, as referenced above.

If the employee is found not to be eligible for leave, Social Justice School will provide to the employee the reason for his or her ineligibility. If Social Justice School determines that the leave is not DC FMLA protected, it will notify the employee.

## **Integration with Paid Leave & Disability Benefits**

All accrued paid leave, including personal and sick leave, may be used during any period of family or medical leave. When paid leave is used, it will run concurrently with the employee's DC FMLA entitlements. In order for paid leave to run concurrently with unpaid leave, employees must comply with Social Justice School's normal paid leave requirements.

When an employee is receiving workers' compensation or disability benefits and that employee wishes to supplement such benefits so that the employee receives 100 percent of his or her income while taking leave, the employee should contact Human Resources. Under no circumstance will an employee be able to receive a combination of paid leave and benefits that exceeds 100 percent of the employee's regular income while taking DC FMLA leave unless otherwise required by law.

## **Maintenance of Benefits During Family and Medical Leave**

Social Justice School will maintain group health insurance coverage for an employee on family and medical leave on the same terms and conditions as if the employee continued to work, and the employee will continue to be responsible for the same portion of the employee's health insurance premiums and for payments for other Social Justice School benefit coverage as the employee paid before taking leave. During unpaid leave, the employee may arrange personal payment in accordance with the provisions of the applicable plans. If a required premium is not received within 30 days of the due date, the coverage may be dropped for the remainder of the leave.

If an employee does not return to work following the family and medical leave, such individual may be required to reimburse Social Justice School for the group health insurance premiums it paid during the leave, unless the employee cannot return to work because of the employee's own serious health condition or the serious health condition of the employee's spouse, child or parent or because of other circumstances beyond the employee's control.

Use of DC FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Sick and/or personal leave and other benefits do not accrue while the employee is on family or medical leave.

## **Return to Work**

During continuous family and medical leave, employees must report to Social Justice School if their anticipated return to work date changes and/or their intent to return to work.

When an employee returns from family and medical leave, Social Justice School will return the employee to the same position the employee held when the leave commenced, or to an equivalent position that has equivalent benefits, pay and other terms and conditions of employment to the extent the employee would have been entitled to return to such position and retain such terms and conditions of employment had he or she not taken leave.

SJS is not required to restore "key" employees to their positions or to equivalent positions upon their return to work following family and medical leave when restoration to employment will cause SJS substantial and grievous economic injury. SJS will notify such "key" employees – certain highly compensated, salaried individuals – in writing of the decision denying job

restoration. Such employees will be given a reasonable opportunity to return to work after such notification.

## **Prohibited Practices**

Under the DC FMLA, Social Justice School cannot interfere with, restrain, or deny the exercise of any right provided by the DC FMLA or terminate the employment of or discriminate against any individual for opposing any practice or because of involvement in any proceeding relating to the DC FMLA. In addition, Social Justice School cannot use the taking of family and medical leave as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions.

An employee may file a complaint with the DC Office of Human Rights or may bring a private lawsuit against an employer. However, Social Justice School encourages all employees to first bring any concerns they have regarding this policy to the attention of Social Justice School by contacting Human Resources.

Social Justice School prohibits retaliation against any employee for bringing any complaint forward in good faith under this policy.

The DC FMLA does not affect any federal or DC laws prohibiting discrimination, or supersede any DC law that provides greater family or medical leave rights.

## ***Federal Family and Medical Leave Act (FMLA)***

### **Eligibility**

SJS for Social Justice will be an eligible employer under the FMLA once it has at least 50 employees.

Once SJS is an eligible employer, to be eligible for federal FMLA Leave benefits, you must: (1) have worked for Social Justice School for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligibility requirements may vary for employees who have been on a protected military leave of absence. FMLA leave is unpaid.

### **Reasons for Leave**

FMLA Leave may be used for one of the following reasons:

- The birth, adoption, or foster care of an employee's child within twelve (12) months following birth or placement of the child ("Bonding Leave");
- To care for an immediate family member (spouse, child, or parent with a serious health condition ("Family Care Leave");
- An employee's inability to work because of a serious health condition ("Serious Health Condition Leave");
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves,

National Guard or Armed Forces (“Military Emergency Leave”); or

- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Service Member,” as defined below (“Military Caregiver Leave”).

## Definitions

“Child,” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

“Parent,” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

“Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country 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 defined by applicable law.

“Covered Service Member” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

“Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

“Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all employees employed by the employer within 75 miles of the employee’s worksite.



## **Length of Leave**

The maximum amount of FMLA Leave will be twelve (12) workweeks in any twelve (12) month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for Social Justice School and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The 12-month period will be measured backward from the date the leave in question begins.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for Social Justice School and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than fifteen (15) minutes. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt SJS's operations. Please contact your supervisor at least 30 days prior to scheduling planned medical treatment. If Family and Medical Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, Social Justice School may require you 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.

When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time the employee calls off.

If your request for intermittent leave is approved, Social Justice School may later require you to obtain recertification of your need for leave. For example, Social Justice School may request recertification if it receives information that casts doubt on your report that an absence qualifies for Family and Medical Leave.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act and/or applicable local law. Certain restrictions on these benefits may apply.

## **Compensation and Benefits During Leave**

Generally, FMLA Leave is unpaid. SJS will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make

for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, SJS may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

## **Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if he or she had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

## **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by SJS as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

## **Fraudulent Use of FMLA Prohibited**

An employee who fraudulently obtains Family and Medical Leave from SJS is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, SJS will take all available appropriate disciplinary action against such employee due to such fraud.

## **Nondiscrimination**

SJS takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that his or her FMLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

## **Additional Information Regarding FMLA**

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook.

Employees should contact Human Resources as to any FMLA questions they may have.

## **Qualifying (Military) Exigency Leave**

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) covered active duty in the Armed Forces. ("Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the

Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

## ***Civic Duty Leave***

### **Jury Duty**

SJS encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. Educational employees shall request that their jury duty be rescheduled to the summer break. SJS will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

SJS will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

### **Appearance as a Witness**

An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued personal time when appearing as witnesses. In certain instances, time off for an appearance as a witness may be covered by accrued sick leave pursuant to the D.C. ASSLA.

### **Voting**

SJS encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. SJS, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

## **Part 7 – Miscellaneous**

### ***Leaving The Social Justice School***

If you wish to resign your employment with the SJS, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

Every employee of the SJS has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain employed by the SJS. The organization may terminate an employee's employment, or an employee may terminate his/her employment, with

or without cause, and with or without notice, at any time for any non-discriminatory reason. No supervisor or other representative of the organization has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Unused sick or personal time, is not paid upon termination. Final paychecks will be provided to employees on the next business day for an involuntary termination, or within 7 days or the next scheduled pay period, whichever is sooner, for a voluntary termination. The final paycheck will include all required pay for time worked.

SJS asks all employees to participate in an exit interview with a member from the Operations team and an immediate supervisor prior to leaving SJS. This provides an opportunity to return parking passes, keys and other property and tie up any loose ends. You will receive preliminary information at that time regarding COBRA continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave SJS in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

### ***Dispute Resolution***

In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or a parade of other things.

All disputes will be handled by a mediation between SJS's HR and the employee. If the dispute is not resolved at the mediation stage, the parties may elect to have a third-party neutral attempt to resolve the dispute.

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; \* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16



## Appendix B: Universal Paid Leave Notice



GOVERNMENT OF THE DISTRICT OF COLUMBIA



DEPARTMENT OF EMPLOYMENT SERVICES

# NOTICE TO EMPLOYEES

## New Benefit Available Beginning in July 2020

### Information on Paid Family Leave in the District of Columbia

Your employer is subject to the District of Columbia's Paid Family Leave law, which allows covered employees to receive paid time off for qualifying parental, family, and medical events. For more information about Paid Family Leave, please visit the Office of Paid Family Leave's website at [dcpaidfamilyleave.dc.gov](https://dcpaidfamilyleave.dc.gov).

#### Covered Workers

In order to receive benefits under the Paid Family Leave program, you must have worked for an employer in DC before you experienced a covered event. Your employer should have reported your wages to the Department of Employment Services and paid taxes based on the wages they paid to you. To find out if you are a covered worker, you can ask your employer or contact the Office of Paid Family Leave using the information below. Your employer is required to tell you if you are covered by the Paid Family Leave program. You should receive information about Paid Family Leave from your employer at these three (3) times:

1. At the time you were hired (if you were hired after January 2020);
2. At least once a year starting in 2020; and
3. If (in 2020 or later) you ever asked your employer for leave that could qualify for benefits under the Paid Family Leave program.

#### Covered Events

There are three (3) kinds of events for which you may be eligible for Paid Family Leave benefits. Each kind of leave has its own eligibility rules and its own limit on the length of time you can receive benefits in a year. No matter how many different types of leave you may take in a year, you may receive no more than **8 weeks** of Paid Family Leave benefits in a year. The three types of leave for which you may receive benefits are:

1. Parental leave - receive benefits to bond with a new child for up to 8 weeks in a year;
2. Family leave - receive benefits to care for a family member for up to 6 weeks in a year; and
3. Medical leave - receive benefits for your own serious health condition for up to 2 weeks in a year.

#### Applying for Benefits

If you have experienced an event that may qualify for parental, family, or medical leave benefits, you can learn more about applying for benefits with the Office of Paid Family Leave at [dcpaidfamilyleave.dc.gov](https://dcpaidfamilyleave.dc.gov).

#### Benefit Amounts

Paid Family Leave benefits are based on the wages your employer paid to you and reported to the Department of Employment Services. If you believe your wages were reported incorrectly, you have the right to provide proof of your correct wages. Effective July 1, 2020 through October 1, 2021, the maximum weekly benefit amount is \$1,000.

#### Employee Protection

The Paid Family Leave program does not provide job protection to you when you take leave and receive Paid Family Leave benefits. However, you may be protected against actions taken by your employer that are harmful to you if those actions were taken because you applied for or claimed Paid Family Leave benefits. When these harmful actions were taken because you applied for or claimed Paid Family Leave benefits, they are known as "retaliation." If you believe you have been retaliated against, you may file a complaint with the DC Office of Human Rights (OHR), which receives complaints at the following web address: [www.ohr.dc.gov](https://www.ohr.dc.gov).

For more information about Paid Family Leave, please visit the Office of Paid Family Leave's website at [dcpaidfamilyleave.dc.gov](https://dcpaidfamilyleave.dc.gov), call 202-899-3700, or email [does.opfl@dc.gov](mailto:does.opfl@dc.gov).

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Office of Paid Family Leave | 4058 Minnesota Avenue NE | Washington DC 20019

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