

Employee Handbook

A Guide for Our Employees

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A message from our Executive Director

Dear Dragonflies,

Welcome to the I Dream community! If you are reading this Employee Handbook, you are one of the chosen to embark on the first year journey as a Dream Team member. Congratulations! The first year of a school's existence is exciting, and challenging. The I Dream PCS inaugural year has the additional challenge of beginning in the midst of the COVID-19 pandemic with a 100% remote learning schedule for PK3-2nd grades. Our work is cut out for us, for sure, AND this talented community of educators and leaders will do what it takes to achieve our first year priorities. Thank you for believing in I Dream's mission and making the commitment to assume your role in this important work in service of children and families.

This Employee Handbook includes the I Dream, local, and federal policies and procedures you need to know to successfully navigate the 2020-21 school year as an employee of our organization. Rooted in I Dream's core value of Purposeful Work, this handbook is organized in a straightforward way and written to promote ease of understanding. It is designed to clearly explain what you need to know to do your job and to grow professionally.

Happy reading! Contact Matt Whitnall, Director of Operations, if you have any questions or if you think of a policy or procedure that is missing from this handbook. We always welcome your feedback.

With sincere appreciation for you,

Janure L. Gonz

Janine Gomez Executive Director

Introduction

This Employee Handbook ("Handbook") is a compilation of personnel policies, practices and procedures currently in effect at I Dream.

The Handbook is designed to introduce you to I Dream, familiarize you with I Dream 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 companies, the I Dream PCS generally does not offer individual employees formal employment contracts with the School. 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 I Dream PCS. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace.

Employment at I Dream PCS is "at-will," meaning that you or the School may end or change your employment at any time for any lawful reason, with or without cause, and with or without advance notice.

I Dream 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

I Dream'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 Director of Operations will arrange interviews with employees who apply.

Employment Classification under the Fair Labor Standards Act

Every employee is classified as either exempt or non-exempt according to the Fair Labor and Standards Act (FLSA). Certain administrative, executive and pedagogical staff members are exempt under the FLSA.

Exempt employees are paid on a salaried basis, may work more flexible and longer hours and are not entitled to overtime pay.

The non-exempt category applies to all other employees. Non-exempt staff members must receive overtime compensation for hours worked in excess of 40 hours per week (which must be pre-approved by supervisors, as described in the overtime section). Non-exempt employees are only paid for the actual hours that they work. Your offer letter of employment should specify your FLSA classification. If you do not know your FLSA classification, please ask your supervisor or the Executive Director.

Non-exempt employees working 8-hour days may have two 15 minute paid breaks per day, one in the morning and one in the afternoon, and one unpaid 30-minute meal break per day. All breaks are not cumulative, and are forfeited if not taken. No work should be performed during break periods.

Additional Employee Classifications

Every employee at the School will fall under one of the following classifications as defined below:

Full-Time Employee

Full-time employees are those who are regularly scheduled to work at more than 30 hours per week.¹ Full-time employees are eligible for School paid benefits, with the

¹ Some employers consider full time 35 or 37.5 hours per week. You may set full time at any level you wish. ACA regulations recognize 30 hours/week or more to be full time, so it's generally easier to line up your policies with that law. Under federal law, you merely need to pay non-exempt employees overtime if they work more than 40 hours in

exception of the 403bplan.

Part-Time Employee

Part-time employees are those who are regularly scheduled to work fewer than 30 hours per week. Part-time employees are not eligible for School paid benefits, with the exception of the 403bplan. Any employee who works 1,000 hours per year or more may participate in the 403bplan.²

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 may include interns.

Consultants and Contractors

Persons hired by the School 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 the School.

Equal Employment Opportunity

I Dream 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,), or any other status protected under applicable federal, state or local law. Our policy reflects and affirms the School'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 the School

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

a week.

² Under the federal Employee Retirement Income Security Act (ERISA), employees working 1,000 hours annually or more are entitled to enroll in certain deferred compensation plans. With the exception of these plans, the employer may determine at what point part-time employees will be able to enjoy benefits.

agreement that supersedes this document, either you or the School may terminate or change the employment relationship at any time. Neither does the Handbook guarantee any prescribed process for discipline and discharge. Nothing in this Handbook or any oral statement changes the at-will relationship.

No supervisor or other representative of the School, other than the Executive Directorhas 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

The School will conduct regional and/or national background checks on all employees in compliance with all applicable laws and regulations including the School Safety Omnibus Act of 2018, and the results of such checks may affect hiring and retention decisions by the School. The School 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. The School also requires that all employees are to be fingerprinted.

In accordance with state and Federal laws and regulations, the School is prohibited from hiring or employing, under any circumstances, any person convicted of certain classes of crimes. Throughout employment with the School, employees must report any new felony or misdemeanor convictions, beyond minor traffic violations, to your supervisor or the Director of Operations Department. Failure to provide this information, or providing incomplete or inaccurate information to the School regarding the conviction or pending charges, including while employed by the School, 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 the School. 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 the School and our way of doing things, the School will provide an orientation and training session during staff professional development. 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, the School may periodically offer additional training or educational programs, whether online or in person. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The School 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, the School 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 supervisor or the Director of Operations. the Director of Operations Upon starting with I Dream PCS, you develop a personal development plan along with your supervisor, which sets goals for yourself and tracks your progress.

Hours of Work

The workweek is generally from Monday through Friday, with normal operating hours from 7:45 a.m. to 4:45 p.m.

Nepotism

The School 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, I Dream 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.

"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. The School 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 the School.

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 school leader.. 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 the Director of Operations. 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 the School's leave and benefits policies described in Part 4 of this handbook.

Inclement Weather

The School 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, the School 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 the School's facilities are closed by the School or the government, employees will be paid for the day. If the School'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 (1) personal/sick time, or (2) unpaid time off, in that order. 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 the School 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 the School closes, you will be required to use personal/sick time or PTO time in an amount equal to the number of hours between the time you left and the time the office closed.

Dress Code

As an employee of the School, 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 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, learners, families, and community members.. A cheerful and positive attitude is essential to our commitment to extraordinary community service and exceptional quality.

The current School dress code is comfortable-casual. Please keep in mind, however, that the School is a professional business office, where families, charter & school board members, and community members often visit. Generally, clean, neat clothing is acceptable. Personal cleanliness and hygiene are also expected. Clothing should be appropriate for facilitating active learning on that day. Ensure that undergarments remain covered when performing all activity and movements (including, but not limited to sitting, reaching, bending over, etc.). Staff members should refrain from provocative clothing, including but not limited to, mini-skirts, tank/halter tops, clothing displaying offensive words/pictures and worn, torn or disheveled clothing. For safety purposes, we ask that you refrain from flip flops. As always, please use common sense in your choice of business attire.

Standards of Conduct

We expect 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 school community members (learners, staff, families, visitors)
- 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 (see code of conduct section)
- Not stealing School property, student property, or coworker property (i.e., medications, electronics, money, etc.)

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 the School 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 the School 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 the School'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 assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the School's overall dedication to providing quality instruction to our learners. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

Office Equipment

Staff will be assigned a personal computer. This equipment is the property of the School. You may take your computer home with you to use within the scope of professional work. It is expected that you will treat this equipment with care and report any malfunctions immediately to the operations staff to diagnose the problem and take corrective action.

Personnel Records

It is important that the School maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Director of Operations the Director of Operations of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying I Dream of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience. In some cases, you may be able to update this information directly into our Human Resources (BambooHR) platform.

Employee personnel files are considered confidential property of I Dream. Provided that prior arrangements are made with the Director of Operations, current I Dream employees are permitted to view or make copies of any document signed by the employee within their personnel file. For any document within their personnel file they may disagree with, employees are also permitted to submit a signed rebuttal or statement to the School. Previous employees of I Dream are not permitted to review the

contents of their personnel file.

Employee Verification

I Dream adheres to a policy of strict confidentiality regarding employee information, records and files. Unless required by law to do so, I Dream 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. I Dream 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.

Performance Reviews, Salary Reviews

I Dream PCS Compensation Philosophy

At I Dream PCS, our educators are the most critical factor in our ability to build a collaborative community that delivers on our commitment to learners and families. In addition to direct compensation, we believe that holistic wellness supports and personalized professional development enable us all to do this important and intensive work together for a long time.

Is simple and clear

Our compensation program is meant to be simple and clear. Salary ranges are established for all incoming staff, with final placements decided based upon professional accomplishments and experience.

Aligns with our core values of personal sustainability and wellness

Our instructional schedule and workload is purposefully designed to support personal sustainability. In addition, we invest in wellness coaching and other self-care activities that help staff show up as the best possible versions of themselves for learners and each other.

Is equitable across lines of difference and able to reward exceptional contributions

Equity beliefs are foundational to our mission and our broader commitments to students, families, and each other. Our salary ranges ensure that educators with similar backgrounds receive comparable compensation, while still leaving flexibility to recognize unique skill sets, professional accomplishments, or experiences that help further our mission.

Invests in individualized development

As a school community, we are committed to creating meaningful, personalized development experiences for all staff. As each student has their own Customized Learning Plan, each staff member will have a similar, individualized plan to set specific

goals based on their development dreams.

Is comparable with other schools in our area

Our base salaries are comparable with traditional districts and charters throughout Washington, D.C. serving similar communities. Instead of trying to "lead the market" on salary, we offer comparable salaries paired with generous benefits and exceptional personal support systems (eg. wellness programming).

Lifts up individuals who serve as founding members of our community

Our total compensation package is meant to provide holistic support to those individuals who serve as founding members of our community. We know that our work, while not always easy, will be more meaningful and effective when the members of our community are paid fairly, treated as professionals, and receive holistic supports that go far beyond their paycheck.

Performance Review

By the end of the first quarter of each school year, you will meet with your supervisor to create your professional learning plan (PLP). You will select goals derived from your desired aspirations in your role and I Dream's annual performance goals to achieve its mission. You will collaborate with your supervisor to develop an action plan to achieve each measurable goal and identify the data and artifacts you will collect to measure your progress and celebrate your success. Your supervisor will conduct formal and informal observations of you in your role.

Wellness is valued at I Dream PCS - for learners, families, and staff. School life is stressful for all of us. In addition to your professional goals, you will create one personal goal to practice self care. Adding a daily yoga or mindfulness practice, healthy eating, and seeking mental or physical health services are just a few ways you can take steps to live your healthiest life to become the best support for our learners and families.

You and your supervisor will have regular check-in conversations, in-person or online, to revisit your PLP and track the progress of your plan. Use this time to share successes and challenges, or revise your action plan or goal as needed. At the end of the first semester, you will meet with your supervisor for your mid-year evaluation to reflect and receive feedback on your goals and how your work contributes to the school's goals and mission. Supports such as intensive coaching, professional development, or a formal performance improvement plan may be provided for your development if you are struggling to achieve the majority of your PLP goals.

You will schedule an End-of-Year Evaluation with your supervisor during the fourth quarter of the school year. This is an opportunity to celebrate the achievement of your professional and personal goals through evidence and data, as well as your learning from the challenges you had to overcome. A final reflection on how your work contributed to the school's goals and mission is included in your EOY Evaluation.

Performance Improvement Plan

A Performance Improvement Plan is a six to eight week plan to support staff who, through regular check in conversations with their supervisor, are clearly in need of additional support to progress toward their professional goals and the annual goals of the school. The staff member will collaborate with their supervisor to develop a plan for intensive support, the criteria for success and deliverables that must result from that support, and how the supervisor, school leaders, and colleagues will support the success of the Performance Improvement Plan. The Supervisor and the staff member will collectively review the plan to ensure that it is achievable within the timeline, and they will schedule regular check in conversations to monitor and celebrate progress.. At the end of the duration of the Performance Improvement Plan, the staff members and their supervisor will meet to assess the development and determine the next steps. For most people, the success of the plan will be celebrated here. Some may need to extend the Performance Improvement Plan to experience sustainable success.

Termination or Renewal Decisions

Termination or non-renewal of contract are next steps if the staff member demonstrates little progress at the end of the designated time period of the plan. which could include termination, non-renewal of contract or an extension of the Performance Improvement Plan.

Leaving I Dream

If you wish to resign your employment with I Dream, you are requested to notify your supervisor of your anticipated departure date at least 30 days in advance. This notice should be in the form of a written note or letter.

Every employee of I Dream has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain employed by I Dream. 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 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. Accrued but unused personal or sick leave, is not paid upon termination. If an exiting employee has used personal time in excess of the time actually accrued, this overpayment will be deducted from their final check(s). Final paychecks will be provided to employees on the next business day for an involuntary termination, or within 7 days for a voluntary termination. The final paycheck will include all required pay for time worked.

The School asks all employees to participate in an exit interview with the Director of Operations prior to leaving the School. This also provides an opportunity to return keys, personal computer, and other School 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 the School 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 PTO time, benefits and seniority.

Grounds for Immediate Termination

Employees are required to act professionally while present on the School's premises or while

representing the School. There are some offenses which may result in immediate termination. These offenses include, but are not limited to the following:

- Aggressive behavior that causes harm to a learner, a family member, or a co-
- worker, including but not limited to improper verbal or physical behavior
- Endangering the health or welfare of a learner or fellow staff member;
- 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 at an I Dream event (either sponsored or in which it participates) either while on I Dream's premises (see Drug and Alcohol policy) or if offsite anytime an I Dream learner is participating in said activity and I Dream staff is responsible for a learner.
- Unlawful possession, or sale of a controlled substance or using a controlled substance at
- any time while on I Dream's premises or if offsite anytime an I Dream learner or family is present;
- Intentional theft or misuse of school or personal property that causes financial hardship, sadness, or grief I Dream or staff member property;
- Inappropriately sharing confidential information with learners, parents, or a non-I Dream related individual or organization;
- Failure to cooperate with an investigation or promptly respond to a document collection
- request from a supervisor or school leadership.
- Lewd or indecent exposure (e.g. intentionally urinating in a public space)
- Subversive actions that negatively impact the ability for the School to implement its policies and program, including but not limited to egregious insubordination, dereliction of duties, failure to report for work without just cause, walking off the job or misuses of the internet and/or email
- Bullying*

*Bullying

Bullying shall be defined as the repeated use by one or more learners of a written, verbal, or electronic communication, such as cyber bullying, directed at or referring to

another person, or a physical act or gesture by one or more person repeatedly directed at another person that:

- 1. Causes physical or emotional harm to such person or damage to such staff member's property;
- 2. Places such person in reasonable fear of harm to himself or herself, or of damage to his or her property;
- 3. Creates a hostile environment at school for such person;
- 4. Infringes on the rights of such person at school;
- 5. Substantially disrupts the education process or the orderly operation of a school; Bullying shall include, but not be limited to, a written, verbal or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristics, such as race, color, religion, age, ancestry, national origin, sexual orientation, gender identity and expression, socioeconomic status, academic status, size, personality, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

Part 2 – Our Policies and Practices

Open Door Policy

The School has adopted an Open Door Policy for all employees. This means, literally, that every supervisor'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 member from school leadership, a social worker, or the school wellness consultant at any time about any topic. Our goal is to create a space in which staff feel safe to express their opinions, questions, and concerns and have them be heard and considered by leadership and without fear of retribution.

Confidentiality

Employees that are given access to confidential information, data, I Dream property, keys to I Dream premises, or any other I Dream related property or information in the performance of their duties must protect and use the information for the interest of I Dream. Employees may not disclose or use any part of any confidential information outside of their job duties performance and in the interest of I Dream. 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 I Dream'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, unless authorized by the Executive Director

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. Staff may request from the Executive Director (or her designee) to engage in solicitation in common areas within the School (e.g., setting up flyers announcing upcoming community events). Permission for such may be granted in the sole discretion of the Executive Director (or her designee).

This policy is not intended to per se prohibit staff from exercising good judgment about the nature of posters, signs, or displays they wish to display in their workspace. The 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.

I Dream email and Internet system is the property of I Dream. By accessing the Internet, Intranet and electronic mail services through facilities provided by I Dream, you acknowledge that I Dream 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 the School's Internet, Intranet, and electronic mail services through property and facilities provided by I Dream.

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 I Dream 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 the School.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and I Dream 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 I Dream. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by I Dream. 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.

I Dream email system is I Dream 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 I Dream hardware and software.

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

Telephone

Personal use of the school's telephones (when available and applicable), personal use of a school-issued cell phone (if applicable), 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 I Dream is committed to accommodating where reason is warranted.

Social Media

The School 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. The School 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. The School 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 the School. Given that employees' personal use of social media may negatively reflect on the School, however, the School retains the right to take adverse employment actions against any employee if it determines that such employee's social media use has negatively impacted the School. All families sign a media release form providing or prohibiting permission to use student images in I Dream PCS materials. Note this media release applies to I Dream PCS official materials and does not grant permission for staff to post photos of students through personal accounts. Accordingly, the School 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 I Dream sponsored events, learners engaging in work at school as long as the student's family signed the photo-release policy form.

Non-permissible information that can not be shared on social media is considered to be, but not limited to: discriminatory images, or language, student work (permissible if name is removed and work is unidentifiable), student or family contact information, student medical records or acting as a spokesperson for I Dream.

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.

- The School may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The School 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 will be sought in

advance in such rare cases where nonworking-area privacy must be compromised.

• Employees should contact their supervisor or the Director of Operations (HR) department if they have questions about this policy.

Smoke-Free Workplace

In order to provide a safe and comfortable working environment for all employees, and in accordance with DC Law, smoking, including all tobacco/vaping products, electronic cigarettes, and/or drugs are strictly prohibited at all times on I Dream and East Washington Heights Baptist Church (EWHBC) property.

Weapon-Free Workplace

You are not permitted to bring weapons of any kind onto or within 1,000 feet of the School 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. Anyonewho violates this policy will be banned from the School premises.

Drug-Free Workplace

The School 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, visitors, and learners to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. Any employee who is convicted of any violation occurring on School property or during working times, shall notify the Director of Operations within five (5) days of the date of conviction. A conviction includes a finding of guilt, including a plea of no contest, or imposition of sentence, or both. Should there be reasonable cause for suspicion of drug use or intoxication on School property, school leadership maintains the right to request testing. The School cannot randomly test any staff member without reasonable cause for suspicion.

Searches

To safeguard the property of the employees, learners, and the School, and to prevent the possession, sale and use of illegal drugs on School premises, the School reserves the right to search any employee's office, desk, files, mail boxes and so forth. The School 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 the School'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.

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.

The School recognizes alcohol and drug abuse as potential health, safety and security problems. The School 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.

I Dream will not conduct formal employer drug testing as part of onboarding or as a matter of policy at any time, either randomly or otherwise. However, if there is reasonable suspicion that an employee is under the influence during the workday, they will be required to undergo an immediate drug test, at the expense of I Dream. Failure to undergo the requested test will result in the employee being asked to leave I Dream for the day, and will not be allowed to return to work until the drug test is completed. A positive drug test or refusal to submit to a drug test is grounds for further disciplinary action, up to and including termination from I Dream.

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 Operations for assistance in seeking help to address substance abuse. They can also help you determine coverage available under the School'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 the School.

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 the School. 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 the School, 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 supervisor and the Director of Operations immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law. The School 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. The School may also request that a physician examine you whenever conditions make this desirable for your protection or that of the School. The School pays for physical examinations administered at the request of the School.

Promotions and Transfers

Most job openings that are intended to be filled from within the School will be posted on the school website. The management of the School 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 the School 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 the School believes that it is in the best interest of the School to make an exception to this guideline.

Media Inquiries

The Executive Director is the authorized spokesperson for I Dream. 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 the school without express written permission from the Executive Director.

To ensure that the School communicates with the media in a consistent, timely and professional manner about matters related to the School, employees should notify the Executive Director that they have been contacted by the media whenever they are asked to speak on behalf of I Dream so that I Dream 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 I Dream, they must make clear that they are speaking for themselves only, and not on behalf of I Dream.

Conflict of Interest Policy

Employees must avoid any interest, influence, or relationship which might conflict or appear to conflict with the best interests of I Dream. 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 I Dream;
- Act in a manner that would bring discredit upon I Dream or which is inconsistent with I Dream '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 I Dream.

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

The School 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), 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. We seek to comply with all applicable federal, state and local laws related to discrimination.

The School 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 Director of Operations and Executive Director. 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.

Title IX

I Dream PCS does not discriminate on the basis of sex in its education programs or activities and is required by Title IX of the Education Amendments Act of 1972 and federal regulations to not discriminate in such a manner. This requirement extends to admission and employment. The school will not tolerate discrimination on the basis of sex, including any form of sexual harassment as that term is defined under Title IX, in any program or activity of the school.

The school has designated a Title IX coordinator to coordinate its efforts to comply with its responsibilities under Title IX and its implementing regulations. Inquiries about the application of Title IX and its implementing federal regulations may be referred to the Title IX coordinator and/or the Assistant Secretary for Civil Rights in the Office for Civil Rights at the U.S. Department of Education. The contact information for the Title IX coordinator is as follows:

Name or title: Director of Operations Office Address: 2220 Branch Ave SE, Washington DC 20020

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, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the School'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, the School 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 the School 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 disability. We will ask for information from your healthcare 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, the School 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 the School is not considered reasonable, including executing the functions of an employee's job as defined in their job description.

Lactation Accommodation

Per DC law, the School 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. The School 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 Director of Operationsas soon as possible. Such breaks may be taken every time an employee has a 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.

Whistleblower

This policy is intended to encourage and enable all employees, and others, to raise serious concerns within the School prior to seeking resolution outside of the School. 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/supervisor's response, please speak with someone in School Leadership with whom you feel comfortable speaking. School leaders are required to report suspected violations of the Code of Conduct to the Executive Director, as long as the Executive Director is not the accused, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when employees are not satisfied with speaking with any employee of the School or the Executive Director is the accused, he/she should contact the Board Chair.

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 I Dream are mandated reporters and must report all incidents of child abuse and neglect in accordance with applicable state and local law, whether it occurs within the School or outside of the School. You will be provided training in identifying child abuse and/or neglect through the school's HR platform

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 persons 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 the School 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, including the Executive Director, Director of Operations, or Social

Worker 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

The School is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the School 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. The School 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.

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.) The School 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 the Director of Operations and/or Executive Director..

Supervisors' Responsibilities

All supervisors 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. supervisors should:

- Encourage employees to report any violations of this policy.
- Make sure the Director of Operations and/or Executive Director 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 Sexual Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been sexually harassed, regardless of whether the offensive act was committed by a supervisor, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor or the Director of Operations and/or Executive Director Department. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Director of Operations and/or Executive Director. 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 the School.

There will be no retaliation for filing or pursuing a sexual 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 sexual harassment incident. Employees who believe they have been unjustly charged with sexual 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 sexual harassment investigation, the complainant and the "alleged harasser" shall be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered counseling through an employee assistance program (EAP), or mediation.

Penalties for Violation of Sexual Harassment Policy

If it is determined that inappropriate conduct has occurred, the School will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling, creating a safe work environment by separating the employees, to termination of employment, and may include such other forms of disciplinary action, as the School 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. The School's resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The School 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, Director of Operations and/or Executive Director 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 Director of Operationsof 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. The School will not retaliate against employees making good-faith reports. The School 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.

The School 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. The School 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, the School 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.

The School encourages employees to bring their disputes to the attention of their supervisors or the Director of Operations before the situation escalates. The School 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, the School 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.

Overtime Pay

Overtime compensation is paid to all non-exempt employees in accordance with applicable FLSA requirements. All overtime hours must be approved by your supervisor in advance, in writing, and are based on actual hours worked. Time off on holidays, sick leave, PTO leave, or any leave of absence will not be considered hours worked for purposes of overtime calculations. Overtime is normally paid at the rate of 1.5 times your regular rate of pay, for each hour worked over 40 hours in any workweek. In calculating hours worked for purposes of overtime pay, break periods are considered part of the workday, but lunch periods are not.

Exempt employees generally are not entitled to additional pay for overtime. If you are required to work significant additional hours, your supervisor may grant you 'comp' time off equal to the accumulated overtime.

Exempt employees are expected to maintain agreed upon weekly hours with I Dream through their predetermined weekly schedule. Any work, including but not limited to lesson planning or phone calls conducted outside of work hours will not be compensated.

I Dream PCS asks staff to conduct 3 partner visits per school year, which will be conducted outside of school hours. These partner visits will be compensated at the discretion of school leadership. The leadership team will not be compensated for these partner visits.

Salary Deductions and Withholding

The School 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 Premiums

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 and/or long-term disability insurance,403Bcontributions, and transportation (SmartTrip) contributions.

Deductions from Pay for FLSA-Exempt Employees

I Dream 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 I Dream'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 I Dream'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 I Dream's paid time off or you are otherwise covered by I Dream'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 I Dream 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 Director of Operations.

3. **Complaint Procedure Concerning Paychecks:** As noted, I Dream 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.

a. **Notification Procedure:** If you believe that I Dream has made an improper deduction from your salary, you should immediately (or as soon as possible) notify the Director of Operations 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.

b. Investigation of Complaint: The Director of Operations 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 determines that I Dream has made an improper pay deduction, I Dream 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 Director of Operations determines that I Dream's reduction of salary was lawful, you may appeal that decision to the Executive Director, which will review the matter and make a decision as to whether the deduction was permissible under the FLSA. If the Executive Director determines that I Dream's reduction of salary was lawful, you may appeal that decision to the matter and make a final 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

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by the Director of Operations.

Pay Advances

The School 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 Director of OperationsAdvances are made completely at the discretion of School leadership.

Expense Reimbursement

Any work-related expense must be approved in writing by your immediate supervisor. In order to be reimbursed for all authorized expenses, you must submit an expense report that also includes the original receipt within three (3) days of the incurred expense. You can obtain an expense report from the Operations Staff or in the schools HR Platform. If you fail to submit an expense reimbursement within sixty (60) days from the date of the incurred expense, you may forfeit your reimbursement.

In certain circumstances, I Dream will reimburse you for approved, reasonable, proper, and necessary travel expenses incurred in conjunction with I Dream work. (Travel from your home to your typical work location is not considered work-related travel.) It is I Dream 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.

I Dream 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.

I Dream 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.

Contact Information for Department of Employment Services

It is important that employees of I Dream feel comfortable about contacting anyone on the leadership team and/or the Director of Operations 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. 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 and Wellness

General

This section describes the fringe benefits provided by the School and information on your eligibility for benefits. Details regarding each benefit plan are contained on the Schools HR Platform.. 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 through our <u>HR</u> <u>platform, Bamboo HR</u>.

- <u>Click here</u> for a range of training guides for BambooHR

Medical Insurance

The School offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found on the School's HR Platform. The School offers medical 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 the School's SPDs, the SPDs shall govern. These plans are subject to change at the School's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the School's discretion.

Dental Insurance

The School 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 and the employee is responsible for 100% of the cost. 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. The School pays the premium for this program. The face value of this benefit is equal to \$50,000. For details please refer to the plan SPD. Employees may add amounts above \$50,00 at their own cost and discretion according to the plan details.

Waiting Period

Full-time employees are eligible to participate in the various insurance programs offered by the School on their first day of the month following their date of hire. Once a year, 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

The School'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 the School. Your contributory cost is deducted from your paycheck.

If you believe an error has been made in regards to your payroll, please contact the Director of Operations immediately. The Director of Operations will take the necessary steps to assure any necessary corrections will be made promptly and timely. The School is not responsible for correcting non-reported errors in your payroll. If the School learns that a payroll error has been made, the School will notify the employee directly. If an overpayment occurs on your payroll, you are obligated to repay the School or agree upon a 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.

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 the School 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 supervisor and the Director of Operations. This ensures that the School 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 Director of Operations.

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. The School 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

All employees will be given the opportunity to enroll in I Dream's 403b retirement plan. After the first 90 days of employment, I Dream will begin contributing a match of 100% up to the first 3% of an employee's contribution and 50% match for the next 2 percentage points (4th percent and 5th percent) of an employee's contribution towards that employee's retirement plan.

Adult Tribe Time

I Dream Public Charter School (PCS) is a community center for wellness, rooted in the core values of equity, relationships, purposeful work, and collaboration. Adult Tribe Time is a reflection of the commitment to collaboration through its ability to connect coaches and staff through shared spaces in the honor of well-being. Making the connection purposeful allows for staff to take tools learned through our SEL experiences for learners and weave them into their own experience. Small adult tribes will form close relationships though their wellness experiences, and call each other in through the lens of an equitable school culture. Adult Tribes serve as a time for staff to care for themselves to better support and care for learners and families

Component	Description	Timing
Music	-Share a song with the group -Each person shares 10 secs. -Repetitive Uplifting song	2 mins
Greeting	Connect with each other -got your back activity -dance your name	2 mins
Sharing	-Prompt -quote reflection -journal reflection	10 mins
Group Activity	Team Building RJ Circle Building Bears Connection	10 mins
Message	School Announcements	2 mins
Debrief	What do you need?	2 mins

Adult Tribe Time Schedule

Part 6 – Paid Time Off, Holidays, and Other Leave

Paid Time Off

I Dream provides all full-time employees with paid time off (PTO) to show appreciation for your hard work and loyalty. PTO can be used to cover vacation, religious holidays not otherwise provided for, illness or disability, appointments, emergencies, or other situations that require time off from work. All full-time employees will receive paid time off (PTO) as follows:

- 10-Month (School Year) Employees:
 - o All 10-month employees will receive 10 days of PTO.
 - o The entire PTO allotment will be given to employees upfront.
 - New School-Year employees are able to use their PTO immediately upon hire subject to the request and approval process.
 - Returning School-Year employees may use their PTO immediately subject to the request and approval process.
 - Returning School-Year employees may choose to carry over up to 5 unused personal days from the previous employment agreement into a Personal Leave Carryover bucket capped at 5 days.
 - o PTO can not accrue to more than 15 days for any employee at any point in time.
 - o A staff member who is leaving the organization may cash out unused PTO at a cash value determined by I Dream PCS leadership
 - School staff may donate unused PTO to another staff member if they choose. This donated PTO will be deducted from the donating staff member's total PTO. Once this donation has occurred, the donating staff member no longer has access to that PTO which was donated.
- 12-Month (Year Round) Employees:
 - o All 12-month employees will receive 15 days of PTO.
 - o The entire PTO allotment will be given to employees upfront.
 - New 12-month employees may use their PTO immediately upon hire subject to the request and approval process.
 - o Returning 12-month employees may use their PTO immediately subject to the request and approval process.
 - Returning School-Year employees may choose to carry over up to 5 unused personal days from the previous employment agreement into a Personal Leave Carryover bucket capped at 5 days.
 - o PTO can not accrue to more than 20 days for any employee at any point in time
 - o A staff member who is leaving the organization may cash out unused PTO at a cash value determined by I Dream PCS leadership
 - o School staff may donate unused PTO to another staff member if they choose. This donated PTO will be deducted from the donating staff

member's total PTO. Once this donation has occurred, the donating staff member no longer has access to that PTO which was donated.

Eligibility

Employees receive their full personal time off (PTO) allotment when they first begin work for the School. Employees may use their PTO starting after their first day of employment. If an employee leaves the School but has taken more PTO than he or she has accrued, then the employee will be obligated to pay back to the School any PTO time taken but not earned. The deduction will be made from the employee's last check. If an employee has exhausted their PTO allotment and takes additional personal day(s), the school will deduct the cumulative day's payments from their paycheck.

Procedure

Requests for time off should be submitted through the schools HR Platform, <u>Bamboo</u> <u>HR</u>, as soon as you know when you wish to schedule your PTO, and at least one week prior to the time requested. Time off-requests are approved by your immediate supervisor and the Director of Operations. 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 the School's staffing needs during the relevant period, as well as the length of service with the School of the employees involved.

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. The School 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 PTO days. This leave must be requested through the department supervisor one week prior to the event.

Critical Attendance Days

Employees should refrain from requesting leave on Critical Attendance Days 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, testing days, or other days during the school year deemed crucial for staff attendance. A list of holidays and Critical Attendance Days can be obtained from the Schools HR Platform, and may be subject to change. If a team member is not present on a Critical Attendance Day, those days may be unpaid, as approval of paid leave on Critical Attendance Days is on a very limited basis, and is at the discretion of the employee's supervisor and Director of Operations. Proof may be requested to verify the need for paid leave on a Critical Attendance Day.

Holiday Pay

Employees are entitled to the following paid holidays. Note these holidays do not include school breaks within which a holiday may fall. See the school calendar for details of all holidays and breaks:

New Year's Day Martin Luther King, Jr. Day President's Day Memorial Day Independence Day Labor Day Indigenous People's Day Veterans Day Thanksgiving Day Christmas Day

Sick Leave (Part Time Employees)

All part-time employees working less than 30 hours per week will be accruing sick time in accordance with the DC Accrued Sick and Safe Leave law. DC Sick and Safe Leave is provided to employees for protection from loss of income if the employee needs a day off for any reason, including if the employee is unable to work due to illness or injury, and such leave may be used for any purpose authorized by the D.C. Accrued Sick and Safe Leave Act.

DC Accrued Sick and Safe Leave Act (DC ASSLA)

DC Accrued Sick and Safe Leave may be used for purposes such as for an absence resulting from physical or mental illness, injury, or medical condition of the employee; an absence resulting from obtaining professional medical diagnosis or care, or preventative medical care for the employee (including medical and dental appointments); an absence for the purpose of caring for a family member; to seek medical attention for the employee or the employee's family member to recover from physical or psychological injury or disability caused by domestic violence or sexual abuse; to obtain services from a victim services organization; or, in connection with domestic violence or sexual abuse, to obtain psychological or other counseling, temporarily or permanently relocate, take legal action, including preparing for or participating in any civil or criminal legal proceeding, or take other actions to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or to enhance the safety of those who associate or work with the employee.

DC Sick and Safe Leave accrues at a rate of 1 hour for every 87 hours worked, up to a maximum of 3 days per year. It also carries over into subsequent years with no maximum accrual limit; however, the use of DC Sick and Safe Leave is subject to the following guidelines:

• DC Sick and Safe Leave shall run concurrently with the federal Family and Medical Leave Act and the DC Family and Medical Leave Act, to the extent that such Family or Medical leave is applicable to the reason for the absence.

- Employees shall not receive payment for accrued, unused DC Sick and Safe Leave upon termination.
- DC Sick and Safe Leave does not count as hours worked for the purposes of computing overtime.
- DC Sick and Safe Leave may not be used in less than one (1) hour increments.
- Employees must make a reasonable effort to schedule DC Sick and Safe Leave in a manner that does not unduly disrupt the School's operations.
- Planned absences must be pre-approved by the employee's immediate supervisor, as more specifically set forth below.
- Unforeseeable absences must be reported to the employee's immediate supervisor prior to the start of the day for which the paid leave is requested.
- In the case of an emergency, the employer shall be notified prior to the start of the next work day or within 24 hours of the onset of the emergency, whichever occurs sooner.
- Unforeseen absences must be reported to the employee's immediate supervisor as early as possible on the first day of absence and each consecutive day thereafter.
- For 3 or more days of absence, the employee may be requested to supply a note from a health care provider confirming inability to work due to illness or injury, or confirming the family member's illness, or the School may request appropriate certification of the reason for the "safe leave" absence.
- If you are absent due to illness or incapacity longer than seven (7) days due to illness, compensation may be paid under the benefits of the School's short-term disability plan, provided you are eligible for and participate in that plan.

Absence Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your director supervisor and the Principal, Director of Inquiry & Learning, and Director of Operations (one of whom may be your direct supervisor) as soon as you are aware that you will be late or unable to report to work. Detailed procedures on notifying the School of an absence is detailed in Part 1 of this handbook, under "Attendance and Punctuality".

When absence is due to illness, the School 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.)

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 or member of their household. You are allowed one (1) day of paid leave in the event of the death of an extended family member or friend. Specific accommodations and length of leave will be made on a case by case basis.

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 PTO or personal leave for this purpose.

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, the School will grant time off to 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.

Universal Paid Leave (DC)

Pursuant to the Universal Paid Leave Amendment Act of 2016 ("Paid Leave Act"), beginning July 1, 2019, I Dream will be required to contribute an amount equal to 0.62% of the wages of each of its covered employees to the Universal Paid Leave Implementation Fund. Contributions will be collected electronically by payroll tax from the Department of Employment Services (DOES), Office of Paid Family Leave (OPFL), on a quarterly basis.

On July 1, 2020, employees will be able to apply to OPFL for paid family leave. A covered employee is any I Dream worker who spends more than 50% of his or her work time for I Dream working in the District of Columbia; or whose employment for I Dream is based in the District and who regularly spends a substantial amount of his or her work time for I Dream in the District and not more than 50% of his or her work time for I Dream in another jurisdiction. A covered employee may include part-time employees, temporary workers and seasonal employees. The duration of benefits provided by the Paid Leave Act allows for 8 weeks of parental leave, 6 weeks of family leave, and 2 weeks of medical leave for every 52 weeks worked. The weekly maximum benefit amount is \$1,000 and is funded solely by employer contributions. DOES will determine an employee's entitlement to paid leave under the Paid Leave Act. I Dream will not interfere with, restrain or deny any employee the right to seek benefits under the Paid Leave Act. For more information regarding Paid Family Leave, you should visit does.dc.gov. A copy of the DC Paid Family Leave notice can be found in the Appendix of

this handbook.

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

Eligibility

To be eligible for family or medical leave under the DC FMLA, an employee must have worked for I Dream 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 I Dream 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, I Dream 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, I Dream may temporarily transfer the employee to an alternative position with equivalent pay and benefits, if so doing will be less disruptive to I Dream 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, I Dream 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 I Dream 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 I Dream 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 I Dream 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, the Director of Operations 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 I Dream'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.

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

Under certain circumstances, I Dream 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

I Dream 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, I Dream will provide to the employee the reason for his or her ineligibility. If I Dream 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 I Dream'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 the Director of Operations. 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

I Dream 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 I Dream 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 I Dream 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 I Dream 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, I Dream 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.

I Dream 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 I Dream substantial and grievous economic injury. I Dream 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, I Dream 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, I Dream 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, I Dream encourages all employees to first bring any concerns they have regarding this policy to the attention of I Dream by contacting the Director of Operations and/or the Executive Director.

I Dream 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)

Employee Eligibility

To be eligible for federal FMLA Leave benefits, you must: (1) have worked for I Dream

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 I Dream 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 I Dream 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 I Dream's operations. Please contact your supervisor 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, I Dream 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, I Dream may later require you to obtain recertification of your need for leave. For example, I Dream 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. The School 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 week 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, the School 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 the School as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and supervisors, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

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

Nondiscrimination

The School 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 the Director of Operations and/or Executive Director.

Additional Information Regarding FMLA

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

this Handbook.

Employees should contact the Director of Operations 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

The School 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, as determined by the Executive Director, we may ask you to request a postponement. The School 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.

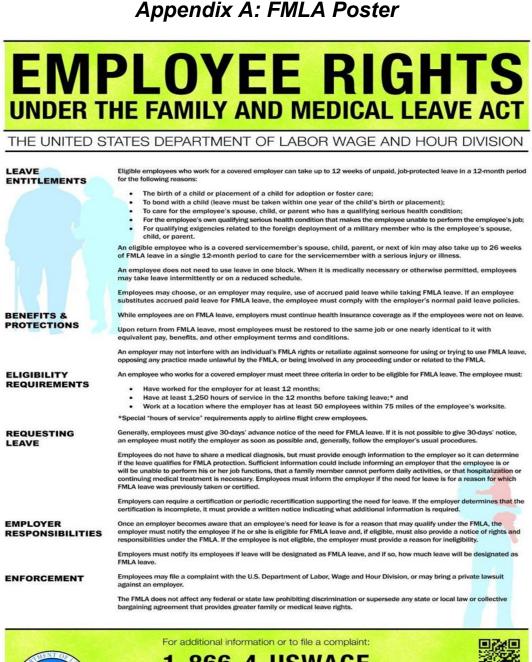
The School will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days of jury service (or in accordance with applicable law, if different).

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 PTO time when appearing as witnesses.

Voting

The School encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The School, 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





WH1420 REV 04/16

Appendix B: Universal Paid Leave Notice





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 <u>dcpaidfamilyleave.dc.gov</u>.

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:

- At the time you were hired (if you were hired after January 2020);
- 2. At least once a year starting in 2020; and
- 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:

- Parental leave receive benefits to bond with a new child for up to 8 weeks in a year;
- 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 <u>dcpaidfamilyleave.dc.gov</u>.

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: <u>www.ohr.dc.gov</u>.

For more information about Paid Family Leave, please visit the Office of Paid Family Leave's website at <u>dcpaidfamilyleave.dc.gov</u>, call 202-899-3700, or email <u>dces.opfl@dc.gov</u>.

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

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