



ACADEMY TEACHER PERSONNEL HANDBOOK 2021-2022

**Our Lady of Mercy
Catholic Academy
7025 Kessel Street
Forest Hills, NY
11375**

Acknowledgement

I hereby acknowledge receipt of a copy of the Teacher Personnel Handbook for Our Lady of Mercy Catholic Academy, effective September 1, 2021.

I understand that this Document supersedes any other previously issued handbook or personnel manual. I am aware that it is my responsibility to acquaint myself with its contents. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Principal or Board of Directors. I understand that all of the policies contained in this Handbook are important, and that violation of any Academy policy contained in this Handbook or elsewhere could result in corrective action, up to and including termination of employment.

I understand that any benefit plan, policy, or procedure described in this Handbook is presented as a matter of information. Benefits are more accurately described in the individual plan documents. If there are any differences between the Handbook and the benefits plan documents, the plan documents prevail.

I understand that the Academy may amend the Handbook provisions or employment policies without advance notice. Any such change will be posted conspicuously in the workplace or otherwise distributed soon after the change.

Policies relating to the COVID-19 virus, where applicable, will be provided as part of a supplement to this Handbook.

Teacher's Signature_____

Date _____

Only teachers are covered by the policies and terms in this Handbook. All others should consult the Handbook applicable to his/her position.

Preface

Our Lady of Mercy Catholic Academy is located within the geographical territory of THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, New York which is comprised of the counties of Kings and Queens. The Diocese is separately incorporated pursuant to the Religious Corporations Law of New York State. The Academy is chartered by the New York State Board of Regents of the University of the State of New York pursuant to the Education Law of the State of New York.

In its capacity as a separate corporation, the Academy conducts educational and pastoral programs in conjunction with local parishes. This manual is intended to provide guidance to school teachers in personnel matters.

For purposes of quality assurance in curriculum and staffing, the Academy has entered into a participation agreement with the Office of the Superintendent ~ Catholic School Support Services of the Diocese of Brooklyn to assist in ensuring the highest level of education for its students through proper curriculum and high standards for employment of teachers.

Our Lady of Mercy Catholic Academy engages the Office of the Superintendent ~ Catholic School Support Services of the Diocese of Brooklyn through the Participation Agreement to provide direct support to the Our Lady of Mercy Catholic Academy in the following areas:

Catholic Identity

- Educational Staff Personnel Policy
- Curriculum Development
- Student and Program Evaluation
- Educational Technology
- Pupil Personnel Services related to Government Programs and Special Needs
- Strategic Planning
- Consultation Services on educational matters

Introduction

I welcome you to the faculty of Our Lady of Mercy Catholic Academy. Our Lady of Mercy Catholic Academy is a Catholic school of excellence committed to providing a quality Catholic education for both Catholic children and those of other faiths whose families share our commitment to Gospel values and academic excellence. Your role as a teacher at Our Lady of Mercy Catholic Academy is integral to the success of our Academy. In collaboration with the administration, your fellow teachers, Academy staff, and the parents of our students, you create the unique Roman Catholic climate that influences the spiritual, moral, and cognitive development of our students.

This Teacher Personnel Handbook is provided to you by Our Lady of Mercy Catholic Academy to assist you in this mission. The Handbook contains information regarding employment procedures, responsibilities and benefits that pertain to you as a teacher employed by the Academy. I believe it will answer questions you may have regarding the teacher personnel practices of Our Lady of Mercy Catholic Academy and I ask that you familiarize yourself with its contents. I also ask that you follow the policies that are outlined in the Handbook and speak with the principal of the Academy should you have questions regarding the policies and procedures in this Handbook.

God Bless you,

Angela Martin
Chairperson of Board of Directors

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SECTION I

Guiding Principles for Catholic School Teachers

Both the TEACHER and the Academy are involved in the ministry of teaching and conveying the Roman Catholic Faith. The TEACHER is essential to the ministry of conveying the Faith and acknowledges that she/he is a minister of the Roman Catholic Faith. The Teacher is to teach and convey the Roman Catholic Faith by being a role model of the Catholic Faith to their students. The TEACHER is to be a practicing Roman Catholic. The TEACHER is to support and exemplify by his/her public conduct Catholic Doctrine and Morality. The TEACHER is to include and infuse the Church's teachings within the content/subject matter of all subjects. The TEACHER is to incorporate objects of Catholic Faith into the learning environment and she/he will have religious articles displayed in the classroom at all times. The TEACHER will also lead her/his class children in prayer at least two (2) times per school day. The TEACHER shall not teach, advocate, encourage, or counsel beliefs or practices contrary to the Catholic Faith or scandalous to the Catholic Church.

“Teaching has an extraordinary moral depth and is one of man’s most excellent and creative activities, for the teacher does not write on inanimate material, but on the very spirits of human beings.” Sacred Congregation for Catholic Education (1997) *Catholic Schools on the Threshold of the Third Millennium* (n.25)

As an educator in a Catholic school setting, each teacher is called to become personally involved by:

- Being a practicing Roman Catholic
- Embracing the ministry of the Roman Catholic school to share in the evangelizing mission of the Church
- Advancing the philosophy of Roman Catholic education to promote the full development of the human person in faith and reason and stress the individual’s vital relationship with Christ
- Demonstrating an acceptance of Gospel values and the Roman Catholic tradition
- Participating in the ongoing building and living of a Faith Community, not simply as a concept to be taught, but as a reality to be lived.
- Being willing and able to teach and defend the dogmatic truths of the Roman Catholic Church in areas of Faith and morals as it pertains to the age appropriate classroom curriculum

The Church’s educational mission also requires that each Roman Catholic school teacher share in the responsibilities for students’ Catholic formation by:

- Influencing their spiritual, moral, and cognitive development
- Contributing to their sense of self-worth as human persons
- Encouraging them to make Roman Catholic value judgments in the choices they make and to offer positive service to society
- Fostering in them an apostolic consciousness
- Demonstrating an appreciation for the multi-racial and multi-ethnic diversity in Brooklyn and Queens
- Building relationships with their parents/guardians and pastoral leaders to create a common understanding and a unified effort in each student's development
- Understand, communicate and commit to the teachings and tenets of the Catholic church
- Understand, communicate and commit to the Catholic Mission and Vision of the Parish School or Catholic Academy
- Understand, communicate and commit to including but not limited to: Daily classroom prayer, Catholic statues and signs of the Catholic faith in classrooms, Mass, Sacraments, Celebrate Holy Days, Lives of the Saints, Prayer services and Christian service.
- Understand, communicate and commit to using approved Catholic materials and resources, use practical and concrete ways to infuse Catholic faith into all subject areas, differentiates based on student need, and participates in the Diocesan Religion assessment

Complete Teaching Standards

Standard 1: Knowledge of Students and Student Learning

- A. Teacher acquires knowledge of each student and demonstrates knowledge of student development and learning to promote achievement for all students.
 - Teacher demonstrates knowledge of child and adolescent development, including cognitive, language, social, emotional and physical levels.
 - Teacher describes orally or in writing an understanding of the developmental characteristics of their students' as expressed through anecdotal records, progress reports and report cards.
 - Teacher creates and implements developmentally appropriate lessons that address student learning differences and needs.
- B. Teacher demonstrates knowledge of current research in learning and language acquisition theories and processes.

- Teacher designs lesson plans and adjusts instruction to include a variety of strategies that support the learning needs, learning styles and language acquisition needs of each student.
 - Teacher uses current pedagogy and 21st Century skills in making instructional decisions.
 - Teacher takes part in professional development workshops, courses and/or classes in order to maintain current teaching practices.
- C. Teacher demonstrates knowledge of and is responsive to diverse learning needs, strengths, interests and experiences of students.
- Teacher differentiates instruction to meet the learning needs of each student.
- D. Teacher acquires knowledge of individual students from students, families, and guardians, to enhance student learning.
- Teacher communicates directly with each student's parents/guardians.
 - Teacher uses a variety of techniques to accommodate the communication needs of each student's parents/guardians.
- E. Teacher demonstrates knowledge of and is responsive to the economic, social, cultural, linguistic, family and community factors that influence their students' learning.
- Teacher incorporates his/her knowledge and understanding of the school community when planning and implementing instruction.
 - Teacher incorporates understanding of his/her students' strengths and limitations and the environmental factors that influence their students' learning.
 - Teacher attends to individual students' personal and family experiences by incorporating multiple perspectives when discussing content.
- F. Teacher demonstrates knowledge and understanding of technological and information literacy and how they affect student learning.
- Teacher uses technological tools and a variety of communication strategies to engage each student.
 - Teacher assists students to become knowledgeable and critical consumers and users of quality information.

Standard 2: Knowledge of Content and Instructional Planning

- A. Teacher knows the content he/she is responsible for teaching, and plans instruction that ensures growth and achievement for all students.

- Teacher knows and implements the *New York State Common Core Learning Standards* and their application through the teaching and learning process.
 - Teacher demonstrates knowledge of the content they teach, including relationships among central concepts, tools of inquiry, structures and current developments within their discipline(s).
 - Teacher uses multiple representations and explanations to incorporate key concepts.
 - Teacher engages students to use and understand key disciplinary language.
 - Teacher designs learning experiences that foster student understanding of disciplinary themes and concepts.
- B. Teacher understands how to connect concepts across disciplines and engage learners in critical and innovative thinking and collaborative problem-solving related to real world connections.
- Teacher facilitates students' ability to develop diverse social and cultural perspectives.
 - Teacher incorporates perspectives from varied disciplines and interdisciplinary skills in his/her instruction.
 - Teacher provides opportunities for students to engage in individual and collaborative critical thinking and problem solving.
 - Teacher models and encourages effective use of interpersonal communication skills to build student capacity for collaboration.
 - Teacher creates opportunities for students to apply disciplinary and cross-disciplinary knowledge to personal experiences and real world problems.
 - Teacher employs varied questioning techniques to develop higher order thinking skills.
- C. Teacher uses a broad range of instructional strategies to make the curriculum accessible to all students.
- Teacher designs instruction that reflects the experiences, strengths, needs and learning styles of students.
 - Teacher differentiates instruction in response to various levels of student understanding.
 - Teacher makes meaningful connections between content and students' life experiences.

- Teacher creates opportunities for students to engage in self-directed learning.
- D. Teacher establishes goals and expectations for all students that are aligned with the New York State Common Core Learning Standards.
- Teacher articulates clear learning objectives that align with New York State Common Core Learning Standards.
 - Teacher designs learning experiences that align with New York State Common Core Learning Standards.
- E. Teacher designs relevant instruction that connects students' prior understanding and experiences to new knowledge.
- Teacher determines current levels of students' understanding and knowledge of content through questioning techniques, discussion and other methods.
 - Teacher designs learning experiences that connect students' prior knowledge and instruction to new content.
 - Teacher identifies common misconceptions through frequent formative assessments.
 - Teacher addresses misconceptions through instructional methods.

Standard 3: Instructional Practice

- A. Teacher implements instruction that engages and challenges students to meet New York State Common Core Learning Standards.
- Teacher uses research-based practices to align instruction to learning standards
 - Teacher provides developmentally appropriate, standards-driven instruction
 - Teacher facilitates learning experiences that actively engage students in student-to-teacher as well as student-to-student interactions
- B. Teacher employs effective means of communication to maximize student understanding and learning.
- Teacher employs a variety of oral, written, and graphic methods to further students' understanding of directions, procedures and instruction.
 - Teacher utilizes students' comments and questions to advance learning opportunities.
 - Teacher appropriately adjusts methods of communication in response to students' needs.

- C. Teacher sets expectation of success for each student and provides challenging learning experiences to meet this expectation.
- Teacher makes effective use of resources and creative instructional strategies that result in each student meeting expectations.
 - Teacher employs formative and summative assessments methods that effectively measure student success.
- D. Teacher fosters student achievement by effectively tailoring instruction to meet diverse learning needs of students.
- Teacher incorporates a variety of instructional approaches, resources and technologies that engage students and promote achievement.
 - Teacher utilizes understanding of students' diversity to individualize and differentiate instruction.
- E. Teacher provides inter-disciplinary learning experiences that promote students' critical thinking, communication and technology skills.
- Teacher engages students in cooperative learning opportunities that foster communication and mutual understanding and respect for opposing points of view.
 - Teacher creates opportunities for students to analyze and synthesize acquired knowledge by expressing ideas in both written and oral formats.
 - Teacher utilizes effective use of technology to promote students' problem solving skills.
- F. Teacher monitors student progress by utilizing varied formative assessment tools and adapts instruction to meet individual student needs.
- Teacher assesses student progress during and after instruction and provides ongoing feedback.
 - Teacher utilizes formative and summative assessment data to tailor, pace and focus instruction.

Standard 4: Learning Environment

- A. Teacher creates an emotionally literate learning environment that is respectful, safe, supportive and inclusive of all students.
- Teacher is caring and respectful of students.
 - Teacher embraces student diversity as an asset in the classroom.
 - Teacher recognizes and reinforces positive interactions among students.

- Teacher creates a climate of acceptance and respect.
 - Teacher creates an environment where students show responsibility to and for one another.
- B. Teacher creates a dynamic and challenging learning environment.
- Teacher encourages high standards and expectations in all students.
 - Teacher motivates students to initiate their own learning with curiosity and enthusiasm.
 - Teacher encourages students to be actively engaged and openly express their ideas.
 - Teacher encourages students to show pride in their work and accomplishments.
- C. Teacher creates and effectively manages a safe and productive learning environment.
- Teacher establishes clear procedures for managing activities and transitions.
 - Teacher works with students to define and maintain respectful behavior at all times.

Standard 5: Student Assessment

- A. Teacher utilizes a range of assessment tools to evaluate and document student achievement and instructional effectiveness.
- Teacher utilizes research based diagnostic and formative assessment tools (both formal and informal) to establish curriculum based learning and instructional goals.
 - Teacher understands the distinction between criterion-referenced and norm-referenced tests and interpretations.
 - Teacher utilizes summative assessments to measure and document student achievement during the academic year and analyzes the academic history of a student over time.
 - Teacher incorporates multiple assessment formats to measure skill and knowledge mastery using fair and equitable student assessment methods.
 - Teacher incorporates appropriate individual accommodations and modifications as specified by a student's Individualized Education Services Program and the school's available resources.
 - Teacher shares and adheres to a common understanding of the school's/Academy's grading criteria.
- B. Teacher analyzes and utilizes assessment data to monitor student progress and to differentiate instruction.

- Teacher analyzes test data to enable goal setting and the design of differentiated instruction.
 - Teacher provides constructive feedback to enable student self-reflection, self-assessment, and self-improvement goals, strategies and outcomes.
- C. Teacher effectively communicates information about the school's assessment process and the various assessment tools utilized to both students and parents.
- Teacher provides updated assessment data to students and parents/guardians on a regular basis as defined by school policy.
 - Teacher provides appropriate interpretation of all assessment data and assessment tools to students and parent/guardians.
- D. Teacher evaluates the effectiveness and comprehensiveness of their assessment strategies and adjusts assessments and instruction.
- Teacher effectively demonstrates understanding and use of various assessment measures.
 - Teacher adjusts teaching and assessment practices based on assessment data.
 - Teacher analyzes individual and class test data to determine measurable and desired student learning outcomes.
- E. Teacher prepares students to understand the format and directions of assessments used and the criteria by which the students will be evaluated.
- Teacher instructs students in successful test taking strategies and skills utilizing authentic curriculum content.
 - Teacher articulates assessment criteria to students and provides parameters for growth.
 - Teacher utilizes available computer-based assessment tools to facilitate student learning, instruction and academic achievement.

Standard 6: Professional Responsibilities and Collaboration

- A. Teacher upholds the professional standards of practice and policy as specified in the Diocese of Brooklyn Code of Pastoral Conduct for all Parish and Diocesan Employees.
- Teacher signs and adheres to the Diocese of Brooklyn Code of Pastoral Conduct for all Parish and Diocesan Employees.
 - Teacher completes an Authorization and Disclosure for Background Search.

- Teacher follows the individual school's Teacher Handbook for policy on the use of email.
- B. Teacher collaborates with colleagues, parents and the school community to establish a culture that supports high expectations for student learning and growth.
- Teacher supports and shares the school/Academy vision and mission.
 - Teacher demonstrates an understanding of the school/Academy within a historical, cultural, political and social context.
 - Teacher seeks out and utilizes learning resources that support the vision and mission of the school.
 - Teacher shares information and best practices.
- C. Teacher communicates with parents/guardians to support their role as the primary educators of their children.
- Teacher participates in two way communication with parents/guardians to enhance student development, performance and progress.
 - Teacher provides strategies and guidelines to help parents/guardians support their child's academic growth and achievement.
- D. Teacher participates in non-instructional duties to support the vitality and viability of the school.
- Teacher collects and accurately maintains required student data and information.
 - Teacher maintains classroom and school materials and resources.
 - Teacher manages their personal time and attendance in accordance with the parish/Academy Teacher Personnel Handbook and the supplemental Handbook issued by the school administration.
 - Teacher plans and participates in school events required by parish/Academy Teacher Personnel Handbook and the supplemental Handbook issued by the school administration.
- E. Teacher understands and complies with all policies set forth in the parish/Academy Teacher Personnel Handbook and the supplemental Handbook issued by the school administration.
- Teacher participates in the development and promulgation of the Parent/Student Handbook.
 - Teacher maintains confidentiality regarding student information and records.

- Teacher adheres to all school/Academy and contractual policies, procedures and obligations as set forth by the parish/Academy Teacher Personnel Handbook and the supplemental Handbook issued by the school administration.
- Teacher remains knowledgeable about all current teaching standards and certification requirements as promulgated by New York State and all school/Academy policies as set forth in the parish/Academy Teacher Personnel Handbook and the supplemental Handbook issued by the school administration.

Standard 7: Professional Growth

A. Professional growth through continuing education is required of all school/Academy teachers as a prerequisite to the attainment and maintenance of Job Stability.

- Teacher attains a minimum of eighteen (18) undergraduate credits in the field of education prior to or during the first three (3) years of employment.
- Teacher attains a minimum of at least six (6) graduate credits beyond the baccalaureate degree in their area of instruction prior to or during the first three (3) years of employment.
- Teacher participates in the New Teacher Orientation Program sponsored by the Office of the Superintendent ~ Catholic School Support Services if they are new to the teaching profession.
- Teacher participates in the Living and Leading by Faith Catechist Faith Formation Program as set forth in the Living and Leading by Faith: A Catholic Faith Formation Program for the Catechists of the Roman Catholic Diocese of Brooklyn – Catechist Materials Handbook for the duration of their teaching career.
- Teacher entering his/her fourth year of teaching completes ninety (90) hours of professional development plus fifty (50) hours of Faith Formation during each subsequent five (5) year period of teaching.

B. Teacher remains current in their knowledge of subject content and instructional pedagogy.

- Teacher utilizes the benefits of membership in professional educational organizations.
- Teacher utilizes professional literature, research and other professional development opportunities to increase their understanding of curriculum, instruction, learning and assessment methodology.

National Educational Technology Standards (NETS•T) and Performance Indicators for Teachers

Effective teachers model and apply the National Educational Technology Standards for Students (NETS•S) as they design, implement, and assess learning experiences to engage students and

improve learning; enrich professional practice; and provide positive models for students, colleagues, and the community. All teachers should meet the following standards and performance indicators. Teachers:

1. Facilitate and Inspire Student Learning and Creativity

Teachers use their knowledge of subject matter, teaching and learning, and technology to facilitate experiences that advance student learning, creativity, and innovation in both face-to-face and virtual environments. Teachers:

- promote, support, and model creative and innovative thinking and inventiveness
- engage students in exploring real-world issues and solving authentic problems using digital tools and resources
- promote student reflection using collaborative tools to reveal and clarify students' conceptual understanding and thinking, planning, and creative processes
- model collaborative knowledge construction by engaging in learning with students, colleagues, and others in face-to-face and virtual environments

2. Design and Develop Digital-Age Learning Experiences and Assessments

Teachers design, develop, and evaluate authentic learning experiences and assessments incorporating contemporary tools and resources to maximize content learning in context and to develop the knowledge, skills, and attitudes identified in the NETS•S. Teachers:

- design or adapt relevant learning experiences that incorporate digital tools and resources to promote student learning and creativity
- develop technology-enriched learning environments that enable all students to pursue their individual curiosities and become active participants in setting their own educational goals, managing their own learning, and assessing their own progress
- customize and personalize learning activities to address students' diverse learning styles, working strategies, and abilities using digital tools and resources
- provide students with multiple and varied formative and summative assessments aligned with content and technology standards and use resulting data to inform learning and teaching

3. Model Digital-Age Work and Learning

Teachers exhibit knowledge, skills, and work processes representative of an innovative professional in a global and digital society. Teachers:

- demonstrate fluency in technology systems and the transfer of current knowledge to new technologies and situations

- collaborate with students, peers, parents, and community members using digital tools and resources to support student success and innovation
- communicate relevant information and ideas effectively to students, parents, and peers using a variety of digital-age media and formats
- model and facilitate effective use of current and emerging digital tools to locate, analyze, evaluate, and use information resources to support research and learning

4. Promote and Model Digital Citizenship and Responsibility

Teachers understand local and global societal issues and responsibilities in an evolving digital culture and exhibit legal and ethical behavior in their professional practices. Teachers:

- advocate, model, and teach safe, legal, and ethical use of digital information and technology, including respect for copyright, intellectual property, and the appropriate documentation of sources
- address the diverse needs of all learners by using learner-centered strategies and providing equitable access to appropriate digital tools and resources
- promote and model digital etiquette and responsible social interactions related to the use of technology and information
- develop and model cultural understanding and global awareness by engaging with colleagues and students of other cultures using digital-age communication and collaboration tools

5. Engage in Professional Growth and Leadership

Teachers continuously improve their professional practice, model lifelong learning, and exhibit leadership in their school and professional community by promoting and demonstrating the effective use of digital tools and resources. Teachers:

- participate in local and global learning communities to explore creative applications of technology to improve student learning
- exhibit leadership by demonstrating a vision of technology infusion, participating in shared decision making and community building, and developing the leadership and technology skills of others
- evaluate and reflect on current research and professional practice on a regular basis to make effective use of existing and emerging digital tools and resources in support of student learning
- contribute to the effectiveness, vitality, and self-renewal of the teaching profession and of their school and community

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SECTION II

Hiring Procedures

BASIC ACADEMIC QUALIFICATIONS

The minimum academic qualifications for full time teachers are:

- A Bachelor's Degree from an accredited college or university verified by official transcripts from the accredited college or university.
- Be a practicing Roman Catholic as verified by a Pastor's Approval Form embossed with the Parish Seal
- New York State Certification or eligibility to apply Note: New York State Certification must be maintained throughout the period of employment or if a teacher has not been New York State certified, he or she must comply with his or her Individual Pathway to New York State Certification Plan.
- Successful completion of a Background Check by the Diocesan Office of Safe Environment on behalf of the Academy.
- Signed Code of Conduct on file with the Safe Environment Office.
- Completion of initial Virtus training and/or all current bulletins.
- Completion of the Office of the Superintendent ~ Catholic School Support Services online application and upload of all required documentation. The online application can be found at <https://teacherapp.rcdob.org>
- Up to date immunization record and satisfactory TB test according to Department of Health Guidelines.
- Candidates offered a position must provide proof of citizenship or other proof of right to work in the United States of America to the Academy prior to the execution of an employment contract with the Academy, in accordance and to the extent required by law.

All full time Part time teachers must meet the above requirements. (Includes Special Content Teachers)

INTERVIEW AND HIRING

The Academy has retained the Office of the Superintendent ~ Catholic School Support Services as a consultant. Its function is to do an initial screening of candidates to ensure that individuals

are appropriately qualified to teach in a Catholic elementary school. The decision to hire, not hire, or discharge is made by the Academy.

Applicants who meet proper standards may be interviewed through the Office of the Superintendent ~ Catholic School Support Services. All recommended applicants are then referred to the Academy for employment consideration.

The Academy can also interview “Independent” Candidates. These are individuals that have not been initially screened by the Office of the Superintendent ~ Catholic School Support Services. The Academy is responsible for the full vetting of all Independent candidates.

It is understood that after applicants have established teaching eligibility, actual hiring authority rests with the individual Academy. Teachers, who accept employment on the elementary school level, are employed by the individual Academy where they will be teaching. They are NOT employees of The Roman Catholic Diocese of Brooklyn.

APPLICANT BACKGROUND SCREENING

To ensure that the Academy provides a safe workplace and a safe environment for all those that it serves as well as all other teachers, ministers, priests and religious, and as a condition of employment, background screening checks will be conducted or requested through a third party vendor for all applicants for teaching positions at the Academy.

As a service to the Academy, the Office of Human Resources of the Diocese of Brooklyn will be engaged by the Academy to obtain a social security number validation report and criminal background check from a third party vendor, currently United States Mutual Association (USMA), a division of US Investigations Services (USIS). The address of USMA is: 4500 S. 129th E. Avenue Suite 200, Tulsa, OK 74134-5885. The phone number is 1-877-858-4165. The following searches may be conducted as part of the background screening check:

- Social Security Number Validation – checks social security number against the Social Security Administration's deceased file verifies that the number is in a valid range and provides the state and year of issuance. Validation of the social security number is necessary because criminal checks are traced by social security number. It helps ensure the reliability of the criminal background check.
- US Investigations Services National Criminal Database – checks nationwide criminal record database. It is comprised of state correction records, public safety records, various county criminal records, and previous search results from USMA/USIS.
- Criminal Checks – searches in every county/borough in which the person lived, traced by his/her social security number.
- Statewide Sex Offender Search – This is a state level search to access electronically available subjects who are registered sex offenders.

Furthermore, consistent with the nature of the applicant's desired position, the Office of Human Resources on behalf of the Academy may also request information from public and private sources about the applicant/teacher's court record, education credentials, credit and references.

In the event that negative information is obtained, the applicant will receive notification in compliance with the applicable law and will be provided with the name and address of the agency or source that provided such information. The discovery of negative information may render the applicant ineligible for employment.

Applicants offered a position must provide proof of citizenship or other proof of right to work in the United States of America to the Academy after being offered a position but prior to the execution of an employment contract with the Academy, in accordance and to the extent required by law.

Once an eligible teacher candidate is hired, the principal will communicate in writing with the Office of the Superintendent ~ Catholic School Support Services, which will then remove the teacher's name from its eligibility list and confirm in writing the teacher's employment by the Academy.

An individual Academy employment contract, signed by the Chairperson and witnessed by the principal shall be executed with the teacher who is hired for permanent employment upon finalization of the Academy hiring process. Teachers hired in a temporary capacity as long term substitutes will receive an Academy letter of appointment, indicating the projected length of service, rather than an employment contract. These teachers are subject to the terms of this Handbook.

In fulfillment of State law, the Oath of Allegiance shall be administered to each newly hired teacher at her/his place of employment.

In order that the Superintendent's records are kept up-to-date, teachers should communicate in writing to the Office of the Superintendent ~ Catholic School Support Services any change of address, telephone number, surname or advanced educational degree.

SECTION III

Benefits

Upon successful completion of Virtus Training and Background Screening the following fringe benefits are available to all full-time lay Academy teachers and permanent, part-time lay teachers who are employed at least 20 hours weekly at the Academy, which participates in the benefits programs, sponsored by The Roman Catholic Diocese of Brooklyn, New York – Group Medical Insurance Trust. For permanent part-time teachers working full (i.e. complete) days, this means four (4) days of service per week. Eligibility for medical, vision, pharmacy, dental, life, and long term disability insurance for eligible teachers begins on the teacher's effective date of employment.

MEDICAL INSURANCE

The Roman Catholic Diocese of Brooklyn sponsors a church plan which conforms with Church teachings.

This program provides each teacher and his/her eligible dependents with comprehensive hospital, major medical and vision care, subject to co-pays, co-insurance payments, and deductibles. Each teacher is required to pay (contribute) a portion of the monthly premium as indicated in the Contract Form signed by the teacher. Teacher contributions can be made on a pre- or post-tax basis. For more detailed information regarding these benefits consult the Academy principal or contact the Office of Human Resources, which is responsible for administration of the program.

PHARMACY COVERAGE

This program allows each teacher and his/her eligible dependents to receive prescriptions from participating pharmacies for treatment of medical conditions; coverage may be subject to co-pays, deductibles, co-insurance and formulary guidelines. The monthly premium for this benefit is part of the Medical Insurance Premium. For more detailed information regarding these benefits consult the Academy principal or contact the Office of Human Resources, which is responsible for administration of the program.

DENTAL INSURANCE

This program provides each teacher and his/her eligible dependents with basic dental services subject to network regulations, co-pays, co-insurance and deductibles. Each teacher is required to pay (contribute) a portion of the monthly premium as indicated in the Contract Form signed by the teacher or as otherwise provided. Teacher contributions can be made on a pre- or post-tax basis. For more detailed information regarding these benefits consult the Academy principal or contact the Office of Human Resources, which is responsible for administration of the program.

LIFE INSURANCE

This program provides each teacher and his/her family with some financial protection in the event of a teacher's death during active service. Teachers with family coverage also have dependent life insurance for eligible dependents. No teacher contributions are required for basic coverage. For more detailed information regarding these benefits consult the Academy principal or contact the Office of Human Resources, which is responsible for administration of the program.

LONG TERM DISABILITY INSURANCE

This program provides partial income replacement to a teacher when an off the job illness or injury continues to render him/her unable to work after exhausting his/her NY State Disability benefits. The teacher, attending physician and principal must complete and submit a long-term disability claim form, as required by the long term disability carrier and the claimant will be eligible for continuation of his/her own medical, vision, pharmacy and dental benefits through New York State Continuation Program. No teacher contributions are required for basic coverage. For more detailed information regarding these benefits consult the Academy principal or contact the Office of Human Resources, which is responsible for administration of the program.

PENSION PLAN

Lay Employee Pension Plan is a defined benefit pension plan qualified by the Internal Revenue Service, which is intended to provide a retirement benefit for lay teachers that supplements Social Security benefits. This Academy is a Participating Employer of the Plan. All contributions to the pension plan are paid by the Academy.

For detailed information regarding the benefits provided by the Roman Catholic Diocese of Brooklyn Lay Employee Pension Plan, consult the Pension Plan Booklet or contact the Office of Human Resources, which is responsible for administration of the Plan.

TAX DEFERRED ANNUITY [403(B)] PLAN

All teachers have the right to participate in the Tax Deferred Annuity Program. This voluntary program is intended to provide teachers with a savings program on a pre-tax basis, thereby reducing current taxable income. The program allows teachers to accumulate contributions and earnings that are not taxed until receipt of benefits from the program. All contributions made to this program, though not included in taxable income, are included in the calculation of benefits accrued under the Roman Catholic Diocese of Brooklyn Lay Employee Pension Plan and in the determination of Social Security benefits. For more detailed information refer to the Enrollment Kit provided by the current TDA carrier or contact the Office of Human Resources to request one.

NY STATE DISABILITY

All Teachers are covered by New York State Short Term Disability. This insurance program provides partial income to a teacher who's off the job illness or injury renders him/her unable to work for more than one week. Disability insurance benefits are paid beginning the eighth consecutive day of the disability for a maximum of twenty-six (26) weeks in a year. If a teacher receives full salary through earned sick leave or vacation pay during any part of the disability, the disability insurance benefits are paid to the Academy.

Pregnancy related disability refers specifically to a medical condition which renders the teacher temporarily incapacitated. Disability insurance benefits are applied to pregnancy cases in the same manner as any other disability insurance cases. The benefits, however, are not automatic. A teacher who is medically unable to continue working at any time during her pregnancy must be declared disabled by her attending physician, and the disability insurance claim must be approved by the Academy's insurance carrier for benefits to be awarded.

A teacher who is disabled due to pregnancy may not return to work less than four (4) weeks after her child's birth without a written certification of fitness from her doctor that she is able to return to work.

The length of any disability insurance benefit period depends on the duration of the disability as certified by the claimant's physician and approved by the insurance carrier. Disability insurance benefits are available for up to twenty-six (26) weeks, but this is not to suggest that the maximum benefit period will prevail for each and every pregnancy disability. It is the prerogative of the insurance carrier to demand medical proof of continued eligibility at any time during a claimed disability period. However, for any period of time that a disability claim is validated, the Academy is obligated to provide the benefits as described below.

SALARY AND/OR INSURANCE PAYMENTS

A teacher who is disabled because of pregnancy or any other reason during the school year is entitled to her full sick leave reserve beginning on the first day of disability and lasting until the sick leave is exhausted or the disability expires. There is a seven (7) calendar day waiting period before disability insurance benefits take effect, but it should be noted that these disability insurance benefits are concurrent with sick leave and not consecutive to it.

Simply stated, this means that the disability insurance benefits do not begin after sick leave is exhausted, but rather seven (7) calendar days after the onset of the disability. In addition, the New York State Worker's Compensation Law specifies that for any period of time during a disability that the Academy maintains a claimant's salary, the disability insurance payments may be awarded to the Academy. Thus, a teacher who is receiving sick leave pay or who is disabled during the summer when full salary is continued will not receive disability insurance payments in addition to salary. However, when the teacher's sick leave or summer vacation pay cover only part of the disability time period, the insurance company will redirect the remaining disability insurance benefit checks to her after the date that salary continuation ends.

MEDICAL INSURANCE COVERAGE

Teachers who apply for and receive disability insurance benefits on account of pregnancy or any other reason are entitled to have their medical insurance coverage continued at the Academy's expense to the extent the Academy pays the premiums, less the teacher's contribution for the selected level of coverage, but only for as long as they are disabled. The contribution must continue to be paid by the Teacher.

NOTE: The procedures and benefits described above specifically apply to a teacher whose disability occurs while she is either: a) working in a school/Academy; or b) on a summer vacation and medically prevented from returning due to her condition.

Teachers who take a voluntary leave during the course of their employment and then become disabled at a later date may lose their eligibility for disability insurance benefits under the Academy's plan. Insurance eligibility through the plan continues for only four (4) weeks after a teacher ceases employment; thereafter, a claimant must apply directly to the state in order to receive disability benefits. In addition, where a voluntary leave of absence precedes any disability, there is no payment of sick leave.

WORKERS' COMPENSATION

The Academy participates in the program of providing partial income as well as medical expense coverage to eligible teachers who are unable to work due to an injury which occurred on the job. The cost of this program is borne by the Academy. These benefits begin on the eighth (8th) consecutive day of absence following the injury provided the teacher completes the required forms for qualification with the carrier.

NEW YORK STATE UNEMPLOYMENT INSURANCE

The Academy provides unemployment insurance to eligible teachers. The cost of this program is borne by the Academy. The Academy will provide terminated teachers with a Record of Employment form to be used when applying for these benefits.

SOCIAL SECURITY DISABILITY BENEFITS

These benefits are provided to each eligible teacher. To receive these benefits, a teacher must apply directly to Social Security.

ADDITIONAL POLICIES AND PROCEDURES

Permanent, part-time teachers employed at more than one elementary school/Academy whose work hours total at least twenty (20) hours weekly, shall be eligible to participate in the benefits programs as described herein above, provided he/she meets all other participation criteria.

In the event a teacher works at more than one participating employer and is eligible for participation based on the aggregated hours, the costs for participation will be proportionately assessed across employers and his/her pre- or post-tax contributions.

A long term substitute teacher who is hired in place of a full time regular teacher on an approved leave of absence and who is hired with the expectation of working more than ninety (90) calendar days will be eligible for participation in the Diocesan sponsored benefits programs in which the Academy participates as described herein above from his/her date of hire, provided he/she meets all of the other participation requirements.

A long term substitute teacher who is hired for an initial period of less than ninety (90) calendar days and in place of a full time regular teacher on an approved leave of absence would become eligible to participate in the Diocesan sponsored benefits programs in which this Academy participates as described herein above provided he/she is still employed on the ninety-first (91st) day and meets all other participation and eligibility requirements. In the event all eligibility requirements have been satisfied, coverage will become effective on the ninety-first (91st) day of employment.

Per Diem substitute teachers or per diem teachers are not eligible for participation in the benefits programs in which the Academy participates until they are employed for sufficient amount of time to qualify under a particular statute providing benefits.

To the extent provided for under applicable state law, teachers who participated in the health plan are eligible to continue their health program benefits at their own expense upon separation from the Academy. Information regarding continuation of coverage can be obtained from the Diocese's Office of Human Resources which administers this plan.

SECTION IV

Salary

GENERAL INFORMATION

Permanent teachers' salaries are paid in bi-weekly equal installments over a twelve (12) month period, September through August. The actual mode of payment is at the discretion of the employer.

Summer pay is only deemed earned and due upon completion by the teacher of the school year for which she/he is hired, unless the teacher is released from her/his contractual obligation. Summer pay is earned at the rate of 1/10 of the full summer (i.e., July - August) amount for each month of active employment during the preceding September-June. Active employment is defined as any period of the ten (10) month school year where the teacher either provides teaching services or receives full salary continuation via earned sick leave. Summer pay is not earned for periods of disability after sick leave has been exhausted.

Special Content (Art, Music, Physical Education) and other permanent teachers, who are employed on less than a full time basis, receive pay for all holidays (including Christmas and Easter recess), examination days and the like which fall on their scheduled days of service. Such teachers also earn summer pay in accordance with their average monthly salaries, in accordance with the procedure, terms and conditions in # 2 above.

Long term substitute teachers and other temporary teachers, initially hired for a term that will extend beyond thirty (30) calendar days, and in place of a regular teacher on leave, are paid in accordance with the teachers' salary schedule of the Academy, but on a ten (10) month, rather than a twelve (12) month basis, namely, 1/10 of the annualized salary for each month of employment. These teachers will receive no summer pay.

Substitute teachers and other temporary teachers, initially hired for a period of less than thirty (30) calendar days, and in place of a regular teacher on leave, are paid the appropriate per diem salary listed in the lay teachers' salary schedule of the Academy for each day of actual teaching service.

NOTE: Where a substitute teacher's employment extends beyond thirty (30) consecutive calendar days at the Academy, she/he shall be considered a long-term substitute teacher beginning on the 31st day and be paid accordingly.

SALARY CONSIDERATION FOR ADVANCED EDUCATIONAL ATTAINMENT

Salary consideration for coursework beyond the Bachelor's degree is determined according to the criteria set forth in Section II. In general, all graduate level or post baccalaureate undergraduate courses either functionally related to the field of education or which enhance the teacher's

professional skills are acceptable for salary consideration, provided that such courses are from an institution of higher learning accredited by the New York State Board of Regents or regional accrediting association. Also acceptable are specially designated professional development courses offered through either the Office of the Superintendent ~ Catholic School Support Services or the Office of Faith Formation. Excess undergraduate credits earned prior to the awarding of a Bachelor's degree are not acceptable for salary consideration.

Teacher candidates who wish to claim consideration for advanced educational attainment are required to have official transcripts verifying successful completion of studies sent from the college(s) attended to the Office of the Superintendent ~ Catholic School Support Services for its evaluation and recommendation to the Academy.

Salary consideration for advanced educational attainment decisions are made solely by the individual Academy.

NOTE: Acceptable verification of any claims for salary consideration based on educational attainment must be received by the Office of the Superintendent ~ Catholic School Support Services within sixty (60) calendar days of the teacher's effective employment date by the Academy for salary to be adjusted retroactively to the date of hire. Thereafter, such adjustments shall only become effective on February 1 or September 1 immediately following receipt of the official transcript.

After the teacher has secured employment at the Academy, any subsequent salary changes made in consideration of advanced educational attainment are made directly by the Academy once verification of claimed credits is acknowledged by the Office of the Superintendent ~ Catholic School Support Services. Thus, official transcripts must be sent to the Office of the Superintendent ~ Catholic School Support Services, where a permanent record will be maintained.

Any resulting changes in salary as determined by the Academy become effective as of September 1 or February 1, provided that the teacher has submitted a written request for salary consideration to the principal and that coursework claimed for credit is completed by those dates.

To avoid any misunderstanding regarding the applicability of specific courses for salary consideration, teachers are advised to consult with the principal in advance of enrollment.

A written request for review of any salary consideration claim may be made to the principal or the Office of the Superintendent ~ Catholic School Support Services, who shall advise the Academy accordingly. It is, however, only the Academy that renders the decision.

SECTION V

Leaves of Absence

FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA) – FROM ORIGINAL DOCUMENTS

FAMILY AND MEDICAL LEAVE

FMLA is intended to allow teachers to balance their work and family life by taking reasonable unpaid leave for medical reasons, for the birth or adoption of a child, for the care of a child, spouse, or parent who has a serious health condition, for the care of a covered service member with a serious injury or illness, or because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in support of a contingency operation. FMLA is intended to balance the demands of the school with the needs of families, to promote the stability and economic security of the teachers' families, and to promote national interests in preserving family integrity.

ELIGIBILITY FOR FMLA

If you have worked for at least 1250 hours in the immediate past twelve (12) months, you are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any twelve (12) month period. Full time teachers are deemed to have worked the required 1250 hours in the immediate preceding twelve (12) months. Upon your return from leave you will be restored to the same or an equivalent position. This does not mean that you must be returned to the same class assignment, but only that you will be returned to a teaching assignment. The twelve (12) month period shall be a rolling twelve (12) months and will be measured backward from the date a teacher uses any FMLA leave.

REASONS FOR LEAVE

You may take Family/Medical leave for any of the following reasons:

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

Leave because of reasons set forth in (2) must be completed within the twelve (12) month period beginning on the date of birth or placement.

MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible teachers with a spouse, son, daughter, or parent on active duty or called to active duty status in the Armed Services, including the National Guard or Reserves, in support of a contingency operation may use their twelve (2) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

NOTICE OF LEAVE

If your need for Family/Medical leave is foreseeable, you must give the school at least thirty (30) days prior written notice. If this is not possible, you must at least give notice as soon as practicable (within 1 to 2 business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave. Additionally, if you are planning a medical treatment you must consult with the school first regarding the dates of such treatment. Where the need for leave is not foreseeable, you are expected to notify the school within 1 to 2 business days of learning of your need for leave, except in extraordinary circumstances. The School has Request for Family/Medical Leave forms available. You must use these forms when requesting leave.

MEDICAL CERTIFICATION

If you are requesting leave because of your own or a covered relation's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the school. When you request leave, the school will notify you of the requirement for medical certification and when it is due (at least fifteen [15] days after you request leave). If you provide at least thirty (30) days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until certification is provided.

The school may, at its expense, require an examination by a second health care provider designated by the school if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, the school, at its expense, may require a third, mutually, agreed upon, health care

provider to conduct an examination and provide a final and binding opinion. The school may require subsequent medical re-certification. Failure to provide requested certification within fifteen (15) days, if such as practicable, may result in delay of further leave until it is provided.

DEFINITION OF SERIOUS HEALTH CONDITION

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

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

USE OF LEAVE

Subject to the special rules for teachers set forth below, a teacher does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Teachers must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the school's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. The Academy may, however, in its sole discretion, prohibit an employee from taking intermittent leave where the leave is used to bond with the employee's newborn child or newly placed adopted or foster child.

SPECIAL RULES FOR TEACHERS (INSTRUCTIONAL EMPLOYEES)

Special rules apply to teachers of elementary schools and some other schools. The usual rules for determining if an employer is covered by the act do not apply and all schools are deemed covered employers. However, the usual requirements for a teacher to be an eligible employee do apply.

This means that though the school provides FMLA not all teachers will qualify for this benefit unless they pass the eligibility requirements set forth above.

HOW TEACHERS CAN TAKE THEIR LEAVE IS SUBJECT TO SPECIAL RULES OF FMLA:

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the teacher would not have to report for duty is not counted against the teacher's FMLA leave entitlement. A teacher who is on FMLA leave at the end of the school year must be provided with any benefits

over the summer vacation that a teacher would normally receive if the teacher had been working at the end of the school year.

If a teacher needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the teacher would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the school may require the teacher to choose either to: (i) take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or (ii) transfer temporarily to an available alternative position for which the teacher is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the teacher's regular position.

For example, if a teacher who normally works five (5) days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Teachers taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. "Periods of a particular duration" means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.

If a teacher does not give the required notice of a foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the school may require the teacher to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternately, the school may require the teacher to delay the taking of leave until the notice provision is met.

There are special limitations on the taking of leave near the end of a term.

There are different rules for teachers who begin leave more than five (5) weeks before the end of a term, less than five (5) weeks before the end of a term, and less than three (3) weeks before the end of a term:

- A teacher begins leave more than five (5) weeks before the end of a term – the school may require the teacher to continue taking leave until the end of the term if (i) the leave will last at least three (3) weeks, and (ii) the employee would return to work during the three (3) week period before the end of the term.
- A teacher begins leave during the five (5) week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service-member. The school may require the teacher to continue taking leave until the end of the term if (i) the leave will last more than two (2) weeks, and (ii) the teacher would return to work during the two (2) week period before the end of the academic term.

- A teacher begins leave during the three (3) week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The school may require the teacher to continue taking leave until the end of the term if the leave will last more than five (5) working days.

For purposes of FMLA only, "academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. For FMLA purposes only the law requires that in no case may a school have more than two academic terms or semesters each year.

An example of leave falling within these provisions would be: a teacher plans two (2) weeks of leave to care for a family member which will begin three (3) weeks before the end of the term. In that situation, the school could require the teacher to stay out on leave until the end of the term.

If a teacher is required to continue leave to the end of the term which is past the FMLA leave, the leave continues as unpaid leave.

REPORTING WHILE ON LEAVE

If a teacher takes a leave because of his/her own serious health condition or to care for a covered relation or service member, he/she must contact the Academy, if practical or as soon thereafter, on the first and third Tuesday of each month regarding the status of the condition and his/her intention to return to work. In addition, he/she must give notice as soon as practicable (within two [2] business days if feasible) if the dates of leave change, are extended or were initially unknown.

LEAVE IS UNPAID

Family and Medical leave is unpaid leave, the employee must use their earned sick time and earned personal time and the employee may be eligible to receive disability payments and/or Worker's Compensation benefits. If he/she is entitled to receive monies from these sources, the leave will be considered to be paid FMLA leave for the period during which those monies are received. Any period of FMLA leave for which the employee is not entitled to receive disability and/or Worker's Compensation benefits is considered unpaid FMLA leave. During any period of unpaid FMLA leave, the employee will be required to use earned paid time concurrently with unpaid FMLA leave in this order: paid sick time and paid personal time. The use of paid leave time (regardless of the type) does not extend the twelve (12) week FMLA leave period. FMLA leave runs concurrently with other types of paid leave. Further, in no case can the substitution of paid leave time, whether disability payments, Worker's Compensation benefits, earned vacation, sick or personal days, for unpaid leave time result in receipt of more than 100 percent of salary.

Which means when a teacher begins a FMLA leave for any reason, they must use their paid sick days, followed by paid personal days as part of the leave. Once these reserves have been exhausted the FMLA leave is unpaid.

MEDICAL AND OTHER BENEFITS

During an approved FMLA leave, the school will maintain health benefits for the teacher, as if he/she continued to be actively employed. If paid leave is substituted for unpaid Family/Medical leave, the school will deduct the portion of the health plan premium (employee contribution) as a regular payroll deduction. If leave is unpaid, the teacher must pay his/her portion of the premium (employee contribution) by submitting payment on a monthly basis. If he/she elects not to return to work for at least thirty (30) calendar days at the end of the leave period, he/she will be required to reimburse the school for the cost of the health benefit premiums paid by the school for maintaining coverage during unpaid leave, unless he/she cannot return to work because of a serious health condition or other circumstances beyond his/her control.

Teachers on FMLA leave who are eligible for a salary increment will receive their increment for all wages earned on or after the increment effective date. If no wages are due as of the increment effective date, the increment will take effect upon the teacher's return to work.

INTERMITTENT AND REDUCED SCHEDULE LEAVE

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary subject to the special rules for teachers as stated above. If leave is unpaid, the school will reduce salary based on the amount of time actually worked. In addition, while on an intermittent or reduced schedule leave, the school may temporarily transfer the teacher to an available alternative position that better accommodates the recurring leave and which has equivalent pay and benefits.

RETURNING FROM LEAVE

If leave is taken because of a teacher's own serious health condition, (except if taking intermittent leave) he/she is required to provide medical certification when fit to resume work. Return to Work Medical Certification forms may be obtained from the school. Teachers failing to provide the Return to Work Medical Certification form will not be permitted to resume work until it is provided.

NO WORK WHILE ON LEAVE

The taking of another job while on FMLA leave or any other authorized leave of absence will be considered a voluntary resignation from employment.

STATE AND LOCAL FAMILY AND MEDICAL LEAVE LAWS AND OTHER AGENCY POLICIES

Where State or local Family and Medical Leave laws offer more protections or benefits to employees, the protections or benefits provided by such laws will apply. FMLA does not affect any Federal, State, or New York City laws prohibiting discrimination.

NEW YORK STATE PAID FAMILY LEAVE

Effective January 1, 2018, eligible employees are entitled to paid family leave benefits (“Paid Family Leave”) under the New York Paid Family Leave Law. You will be eligible for these benefits if you either (1) work 20 or more hours per week for 26 consecutive weeks; or (2) work less than 20 hours per week and have worked for 175 days. Time spent on paid sick or personal days will be counted toward your eligibility determination. Under this law, if eligible, you are entitled to paid time off for a qualifying event as follows: (1) to bond with a newly born, adopted, or fostered child; (2) to care for a family member with a serious health condition; or (3) for reasons relating to when a family member is called to active military service abroad.

If you are eligible and have a qualifying event, you are entitled to twelve weeks of leave payable at 67% of your average weekly wage, capped at 67% of New York State’s average weekly wage.

All benefits will be administered by Liberty Mutual Insurance. If you believe you are not an eligible employee under the law and wish to opt-out, please contact the Human Resources Department. Eligible employees may not opt-out.

To apply for benefits under the New York Paid Family Leave Law, you should contact the Human Resources Department for the appropriate claim forms, which must be completed and submitted to the Insurance Carrier. If leave is foreseeable, you must provide the Academy with 30-days’ written notice before the anticipated leave is to begin. If leave is not foreseeable, you must provide the Academy with notice as soon as practicable.

Paid Family Leave can be taken by employees who are eligible for time off under the provisions of the Family Medical Leave Act (“FMLA”). New York Paid Family Leave will run concurrently with designated FMLA leave when the reason for leave qualifies under both the New York Paid Family Leave Law and FMLA. Therefore, you must then apply for both New York Paid Family Leave and FMLA. If you are on FMLA and decline to apply for New York Paid Family Leave, the Academy and its Insurance Carrier may count the FMLA leave against your maximum duration of New York Paid Family Leave in a 52 week period.

You may use accrued time with New York Paid Family Leave benefits in order to receive full pay during their absence under the New York Paid Family Leave Law. However, if the leave is also designated as FMLA leave, you must use paid accrued time as set forth in the section addressing FMLA even though FMLA is running concurrent with the New York Paid Family Leave. Your health care benefits will be maintained during New York Paid Family Leave and/or FMLA, so long as you continue to pay your portion of any required premium (employee contribution).

In the case of parental leave, Paid Family Leave and any available benefits under Academy’s Child Care Leave policy, both benefits will run concurrently. In order to receive benefits under the

Academy's Child Care Leave policy, an employee must first apply for benefits under the New York Paid Family Leave Law. An employee will receive the greater of the benefits as between the Academy's Child Care Leave policy and the New York Paid Family Leave Law.

New York State Paid Family Leave is not available to the teacher for her or his own medical leave. The Teacher must apply under New York State Short Term Disability (See Section III A).

Note: The Academy allows only one employee at a time to receive Paid Family Leave to bond with the same child or care for the same family member.

Lactation Policy

The Academy provides accommodations to employees who pump breast milk during work hours. This includes the following lactation accommodation policy.

The Academy provides reasonable accommodations for employees' pregnancy, childbirth, or related medical conditions, including accommodations for lactation. Before an employee returns from parental leave, the Academy and the employee should discuss whether the employee needs a reasonable accommodation to express breast milk at work.

The Academy will not tolerate discrimination or harassment against any employee based on the request for or usage of lactation accommodations. Any discrimination, harassment, or other violations of this policy can be reported to the Principal.

Designated Room and Reasonable Time to Express Breast Milk

The Academy has designated a room as a lactation room when employees are using the room to express breast milk. The Academy will notify other employees that the room will be prioritized as a lactation room and may only be used for expressing breast milk during the time(s) when employees need the space and will post proper signage to ensure that it is free from intrusion and shielded from view of others while being used as a lactation room. The employees who need the room for pumping will be given priority use of the room and their pumping needs will determine the availability of the room for other purposes. The Academy will ensure that the multi-purpose room can be locked from the inside so that the employee pumping can do so without intrusion.

The Academy will ensure that the designated room is clean, free from intrusion, and meets as many of the following requirements as possible: contains at least one electrical outlet, a surface to place a pump and other personal items, and a chair; is near running water and a refrigerator to store breast milk; and can be locked from the inside.

When more than one employee needs to use the designated room to express breast milk, the Academy will discuss alternative options with all employees who use the shared space to determine what arrangement addresses their needs. Options may include: finding an alternative space; sharing the space among multiple users with screens, curtains, or other privacy measures;

or creating a schedule for use.

If the multi-purpose room is unavailable for use as a lactation room when an employee needs it, the Academy will provide an alternative space for temporary use as a lactation room.

The Academy will provide a reasonable amount of time for an employee to express breast milk and will not unreasonably limit the amount of time or the frequency that an employee expresses breast milk. The Academy will speak with the employee to determine a schedule of breaks that reasonably accommodates the pumping needs of the employee.

The Academy does not require the employee to work while pumping. However, if the employee works while pumping, the employee will be paid at their regular rate for that time.

Request Process

Employees may independently request a lactation accommodation by contacting the Principal. A request may be made orally or in writing to and should indicate that the employee will need accommodations for expressing breast milk at work.

The Principal will respond to a request for a lactation accommodation as quickly as possible. This amount of time will not exceed five (5) business days. During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the Academy will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs, unless that poses an undue hardship for the employer.

The Academy recognizes that employees' lactation accommodation needs may change over time. Employees may request changes to their existing lactation accommodation at any point.

Undue Hardship

If the Academy believes that the lactation accommodation requested poses an undue hardship, it will discuss reasonable alternatives with the employee to accommodate the employee's needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the Academy and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied. This process gives the employee an opportunity to have an open discussion with the Academy about their needs, and the Academy has an opportunity to hear its employee and work with them to come up with an appropriate accommodation for the employee.

During the time it takes to respond to a request and/or engage in a cooperative dialogue to determine the accommodation, the Academy will provide a temporary accommodation to the employee so that the employee can pump in a manner that meets the employee's immediate needs unless doing so poses an undue hardship.

SICK LEAVE

All full-time permanent teachers and full-time long term substitute teachers shall earn one (1) day of paid sick leave for each month of actual teaching service during the Academy year, or a maximum of ten (10) days annually. The first five days (forty hours) of sick time can be used for a qualifying reason under the New York State Paid Sick Leave Law and/or New York City's Paid Safe and Sick Leave Act, as described below. The last five paid sick days are available only for actual cases of a teacher's own, (i.e., personal), bona fide illness or injury, or any leave that qualifies as unpaid FMLA as described above. Unused sick leave is cumulative, but shall not exceed a maximum of seventy (70) days to be carried over into the following year.

Qualifying reasons under the New York State Paid Sick Leave Law and/or New York City's Paid Safe and Sick Leave Act (applicable to the first forty hours of accrued sick leave) include the following reasons impacting the employee or a member of the employee's family* for whom they are providing care or assistance with care:

Sick Leave:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.
- The Academy closes due to a public health emergency or the employee needs to care for a child whose school or child care provider closed due to a public health emergency

Safe Leave:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney's office;
 - to enroll children in a new school;
 - to attend a civil or criminal court date related to any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.
- A person who has committed such domestic violence, family offense, sexual offense, stalking or human trafficking is not eligible for leave under this section for situations in

which the person committed such offense and was not a victim, notwithstanding any familial relationship.

*Member of an employee's family includes: an employee's child, spouse, parent, sibling, grandchild, or grandparent; and the child or parent of an employee's spouse. "Parent" is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child. "Child" is defined as a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis. The New York City Paid Safe and Sick Leave Law also includes any individual related by blood to the employee or any other individual whose close association with the employee is the equivalent of a family relationship.

All part time, permanent teachers shall earn one (1) day of paid sick leave in proportion to the number of days per week employed in the Academy. For each day of employment per week at the Academy, such teachers shall be entitled to two (2) days of sick leave annually. These days are cumulative, but may not exceed a total of fourteen (14) days for each day of employment per week in the Academy. The fourteen (14) day limit represents one-fifth the total sick leave allowance for full-time teachers. Thus, by way of illustration, a teacher working three (3) days a week at the Academy is permitted a total accumulated allowance of forty-two (42) sick days at the Academy. Nothing in this section is meant to prevent a teacher from accruing sick leave in accordance with the New York State and City sick leave laws. Under the laws, teachers accrue sick leave at a rate of 1 hour for every 30 hours worked, and the law caps the total amount of sick leave at 40 hours per contract year. To the extent the Academy offers a greater benefit than what is provided under the laws, the Academy policy will apply.

Part-time substitute teachers and other part-time temporary teachers earn sick leave under the New York State Paid Sick Leave Law and New York City's Paid Safe and Sick Leave Act at a rate of 1 hour for every thirty hours worked, capped at up to forty hours per calendar year. This leave may be used for a qualifying reason under the New York State Paid Sick Leave Law and/or New York City's Paid Safe and Sick Leave Act as explained above. Part-time substitute teachers and other part-time temporary teachers may not use more than forty hours of sick leave per calendar year.

Any days over the first forty hours of accrued sick leave per calendar year are available only for actual cases of a teacher's own (i.e., personal), bona fide illness or injury.

Teachers may use the sick and safe leave in increments. However, the minimum increment is four-hours.

There is no financial payment for unused sick leave when a teacher leaves his/her place of employment. The Academy does not pay out unused sick leave upon a teacher's separation from the Academy, regardless of the reason for separation (i.e. for cause, without cause, voluntary, etc.).

A teacher must provide an oral or written request to the Academy prior to using accrued sick leave. To ensure that the Academy can appropriately function, the Academy requests notice as soon as possible.

Absence due to illness or off-the-job injury for a period exceeding seven (7) calendar days shall require the teacher to complete a disability insurance claim form and have the disability insurance claim approved in order for additionally earned sick leave pay to be released.

Misuse of sick leave may result in disciplinary action.

The Academy will not tolerate any retaliation against an employee who exercises his or her rights to use sick in accordance with this policy and applicable law.

PERSONAL BUSINESS LEAVE

Personal business is defined as an urgent personal matter that cannot be scheduled on other than a workday or a personal emergency which requires immediate attention. A full-time permanent teacher shall be entitled to up to three (3) days of personal business leave with pay each year. Teachers who have held a teaching role at their current Academy prior to the 2021-2022 school year are entitled to five (5) business days of personal business leave with pay each year, the last two (2) of which, if granted, will be deducted from earned sick leave (except when such sick leave is accrued pursuant to the New York State Paid Sick Leave Law and New York City's Paid Safe and Sick Leave Law and the personal leave is not taken for a qualifying reason under either of the aforementioned laws). If no sick leave is available, then these two (2) personal days are not available.

Notice of personal business leave shall be given as much in advance as possible on a form provided by the Academy principal and upon which the teacher shall certify that the requested leave conforms to the requirements of the above definition. In cases of emergency, the form shall be completed by the teacher immediately upon return to school. Personal business shall not include scheduled recurring obligations of a teacher. Personal business leave is not available on the day(s) immediately preceding or following any school holiday or vacation hiatus during the academic year. Personal business leave shall not be available under any circumstances for instances of family vacation, honeymoons, spouse business travel or similar elective situations.

All permanent, part-time teachers shall be entitled to personal business leave in proportion to the number of days worked at the Academy, that is, one day of leave during the year for each day of weekly employment, capped at 3 days of personal business leave with pay each year. The only exception is for a teacher who has held a teaching role at their current Academy prior to the 2021-2022 school year and who works 4 days per week. Those teachers are entitled to up to 4 days of personal business leave with pay each year, the last day of which, if granted, will be deducted from earned sick leave (except when such sick leave is accrued pursuant to the New York State Paid Sick Leave Law and New York City's Paid Safe and Sick Leave Law and the personal leave is not taken for a qualifying reason under either of the aforementioned laws). If no sick leave is available, then this 1 personal day is not available.

Personal business leave does not accrue from year to year.

The Academy does not pay out unused personal leave upon a teacher's separation from the Academy, regardless of the reason for separation (i.e. for cause, without cause, voluntary, etc.).

BEREAVEMENT LEAVE

A permanent teacher shall be entitled to a maximum of five (5) consecutive days of paid leave upon the death of a member of his/her immediate family to attend to funeral and interment arrangements. For the purposes of such leave, "immediate family" is defined as a: child, spouse, parent (in law), grandparent, brother or sister.

JURY DUTY LEAVE

The Academy recognizes the need for teachers to fulfill their civic obligation to be available for jury duty service. Therefore, a permanent teacher who is summoned to serve jury duty will be granted time off for the length of time required for the jury duty. The Academy will pay the employee for the first three (3) days of jury service. Should the jury duty service last longer than three (3) workdays, the teacher will be paid, pursuant to the law, at the approved rate for additional days of service by the government. To become eligible for paid jury duty leave, the teacher must inform his/her principal within twenty-four (24) hours of receipt of official summons to jury duty service.

Upon completion of jury duty service, the teacher shall submit to his/her principal a certificate signed by the Clerk of the Court, indicating the days that the teacher reported for jury duty service. A copy shall be placed in the teacher's personnel file.

DISABILITY

See Section III, for details concerning Disability.

CHILD CARE LEAVE

Each full-time permanent and part-time permanent teacher shall be entitled to a child care leave of up to one full year. A child care leave is, in and of itself, a voluntary leave without pay or benefits. (Note: Teachers may continue their medical plan in accordance with their New York State Continuation Rights but will be required to pay the entire premium for these benefits.) This leave simply assures the teacher of a right to return to a teaching position* after an agreed upon period with the Academy of up to one (1) year, and the teacher's replacement is therefore hired in a temporary capacity for that time.

A written application for child care leave must be submitted to the principal within two (2) months of the birth or adoption of a child. Once requested, the leave and its agreed upon duration shall

then be confirmed on the standard Leave of Absence Form, signed by both the teacher and principal, with a copy sent to the Office of the Superintendent ~ Catholic School Support Services for the file.

Teachers who apply for and receive a child care leave of absence are required to submit timely notice of their intent to return to work. Where the leave of absence is between six (6) months and one full year, such timely notice shall be considered as sixty (60) calendar days prior to the expiration of the leave, except that if a one year's leave commences at the start of the school term in September, notice must be provided by the normal date for contract renewal. Where the agreed upon leave is less than six (6) months, such notice shall be as directed by the principal in writing at the time the leave commenced.

Child care leave shall be available equally to male and female teachers.

*The term teaching position as noted herein above refers to professional employment. It does not necessarily mean the same class or grade level(s).

LEAVE OF ABSENCE

Any teacher who has attained Job Stability (See Section X) shall be entitled to request a one-year leave of absence for the purposes of professional study, for reasons of health or for any other compelling reason deemed acceptable to the Academy. It is understood that the decision to grant such a request is at the sole discretion of the Academy.

Such voluntary leave, if granted, shall commence only at the start of the school year and shall be without pay or benefits. A teacher on leave and his/her eligible dependents have the right to continue in the group health plan for up to eighteen (18) months but will be responsible for the full payment of any premium in accordance with their New York State Continuation Rights. Benefit accruals, such as sick leave or vacation, will be suspended during the leave and will resume upon the teacher's return to active employment.

If a request for a leave of absence is approved by the Academy, it shall be confirmed on the standard Leave of Absence Form signed by both the teacher and principal, with a copy to the Office of the Superintendent ~ Catholic School Support Services for the file.

MILITARY LEAVE

A military leave of absence will be granted to teachers who are absent from work because of service in the U.S. uniformed services. Advance notice of military service is required in writing, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

A teacher on military leave of absence and his/her eligible dependents have the right to continue in the group health plan for up to twenty-four (24) months of service but will be responsible for the full payment of any premium. However, those serving thirty-one (31) days or less need only pay the amount that they would have paid if still employed.

Benefits accruals, such as vacation or sick leave, will be suspended during the leave and will resume upon the teacher's return to active employment.

Teachers on military leave for up to thirty (30) days are required to return to work for the first full day of school after the end of service, allowing for reasonable travel time. A teacher on longer military leave must apply for reinstatement in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 as same may be amended from time to time and all applicable New York State laws.

A teacher returning from military leave will be guaranteed a teaching position. He/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service.

SECTION VI

General Responsibilities and Working Conditions

- All teachers who are employed by the Academy should recognize that it is committed to providing quality education within the framework of Catholic principles. Teachers therefore agree to teach and act according to the precepts and doctrines of the Roman Catholic Church and the laws of the State of New York and the United States.
- The teacher's employer is the Academy. The Academy reserves the right to amend this Handbook and enforce additional rules and regulations. Teachers agree to observe and comply with all such rules and regulations.
- The normal school year is 177 instructional days with at least 3 professional days scheduled at the discretion of the principal. To insure compliance with this, teachers should be aware that certain times of the year when school would be normally be closed (i.e. February Winter recess and Easter recess with the exception of the Triduum and Easter Monday) may need to be utilized. Teachers are under contract from September 1 to August 31. Principals may also at their discretion schedule additional professional development sessions on non-school days until the end of June with mandatory faculty attendance.
- Teachers are required to have all their classrooms set up and prepared for class no later than September 1st of the school year.
- The teacher will fulfill the requirements for Professional Development and Living and Leading by Faith set forth in the Academy Teacher Personnel Handbook.
- The teacher, if new to the profession and/or the Diocese of Brooklyn, agrees to attend the two day New Teacher Orientation Program (August and/or September) and all the New Teacher workshops held throughout the school year sponsored by the Office of the Superintendent ~ Catholic School Support Services.
- The teacher shall submit proof of an up to date immunization record and a satisfactory TB test according to Department of Health guidelines.
- The teacher agrees to have an active NYS TEACH Account with the New York State Education Department.

Length of the Work Day

Teachers shall be present and available for supervisory assignments up to fifteen (15) minutes prior to the official start of the school day and up to fifteen (15) minutes after the official termination of the school day. The official starting time and termination of the school day is determined by the principal.

Teachers who work a full-day schedule shall be provided with a thirty (30) minute duty free meal period during each full school day.

Participation in Academy Functions and Activities

Teachers shall participate in regular Academy functions either during or outside the normal school day. Such Academy functions include curriculum, departmental, and general faculty meetings, open houses, parent-teacher conferences, graduations, sacramental programs, and other similar activities.

Attendance at general home-school association meetings shall be deemed to be part of a teacher's professional responsibilities. However, to the extent practicable, teachers shall be provided with an advanced schedule of any such meetings where their participation is required. The expectation is that there would ordinarily be four (4) such meetings during the school year. Attendance at all other events indirectly related to the Academy's educational purpose and programs shall be on a voluntary basis.

Supervisory Assignments

Teachers shall, in addition to their instructional responsibilities, be available for supervisory and administrative duties during the course of the regular workday. Such duties shall be apportioned by the principal on a fair and equitable basis.

If a teacher is relieved from his/her classroom assignment during Art, Music, Physical Education or other special instruction and no administrative duty is assigned, said teacher may utilize the time as a preparation period.

Required supervision of extra-curricular activities outside the normal school day shall not exceed one such assignment per teacher each week.

Tutoring

Paid remedial tutoring constitutes a conflict of interest. Teachers should not, under any circumstances, conduct paid remedial tutoring for any students in their classes. Furthermore, teachers should not refer their students who may be in need of such assistance to any other faculty member. Consistent with a teacher's professional responsibilities, it is sufficient that the teacher draw a student's poor performance to the attention of his/her parents, who then determine whether outside tutoring is needed.

Alcohol and Drug Policy

Teachers are expected to report to work and remain at work in the physical and mental capacity necessary to perform their responsibilities free from the effects of alcohol and/or drugs. The unlawful possession or illegal use of drugs on Academy premises is absolutely prohibited.

Violation of this policy may lead to disciplinary actions, including possible dismissal.

The use of alcohol during work time, on Academy premises, or whenever the teacher is representing the Academy (regardless of whether the teacher is on Academy premises) is prohibited. Violation of this policy may lead to disciplinary actions, including possible dismissal.

The use of any legal or physician prescribed drugs is not prohibited. However, if the effects of such drugs may affect performance or run the risk of causing harm to others, the teacher is prohibited from working and will be deemed sick or disabled, as the case may be.

SECTION VII

Child Abuse-Neglect Prevention

CHILD ABUSE – MANDATORY REPORTING

New York State Law requires Academy officials, including but is not limited to Academy teachers, Academy guidance counselors, Academy psychologists, Academy social workers, Academy nurses, Academy administrators, or other Academy personnel required to hold a teaching or administrative license or certificate; and anyone who has custody and supervision of a child, to report any suspected cases of child abuse or neglect. Both the Education Law and Social Service Law of the State of New York clearly and forcefully mandate such reporting. The statute refers to “reasonable suspicion” of child abuse: therefore (any) suspicion must be reported to the State Central Registry and then the Academy principal must be notified that a report has been made. The preliminary report must be followed by a written report, LDSS2221-A (rev. 9-2007), completed within forty-eight (48) hours by the person making the report. The principal is then responsible for all subsequent internal administration necessitated by the report. The law provides no excuse for failure to report any incident of, or suspicion of, child abuse. Subsequent to the written report the principal should notify both the Chairperson of the Academy and the Superintendent, Office of the Superintendent ~ Catholic School Support Services, or his designee, that a report has been made to the Central Registry.

The protocol for Mandatory Reporting can be found on the last pages of the manual.

IMMUNITY FROM LIABILITY

Any person, official, or institution participating in good faith in the making of a report, taking of photographs, placing a child in protective custody, or providing a service pursuant to the duties of the Child Protective Service law has immunity from any liability, civil or criminal, which might otherwise result from such actions. Conversely any person, official, or institution required to report a reasonable suspicion of child abuse who willfully fails to do so, may be guilty of a crime and exposed to civil liabilities for the proximate damages caused by failure to report

NOTES:

- Once suspicion of child abuse or maltreatment is established, the reporting procedures are mandatory.
- Immunity from Liability – "Any person, official or institution participating in good faith in the making of a report ...pursuant to this title shall have immunity from any liability, civil or criminal, that might otherwise result from such actions." (Social Service Law Section 419)

- Penalties for Failure to Report – "Any person, official or institution required by this title to report a case of suspected child abuse or maltreatment who willfully fails to do so shall be guilty of a class A misdemeanor [and]...shall be civilly liable for the damages proximately caused by such failure." (Social Service Law Section 420)

See last two pages of the manual for full Mandated Reporting procedures.

Charter for the Protection of Children

To ensure a safe and secure environment for children in the care of the Academy, all teachers of the Academy must participate in Safe Environment programs. All teachers are required to be Virtus trained and to keep current with continued training bulletins.

Confidentiality

The sensitive nature and importance of students' development, school progress, and records require confidentiality by every employee. All teachers are expected to respect the confidential nature of Academy business and student records. Neither should be discussed with any person other than as necessary to carry out teaching responsibilities. Failure to observe this policy may result in immediate dismissal, notwithstanding any other policy to the contrary.

Smoking Policy

In an effort to comply with the Clean Indoor Air Act, smoking is not permitted inside Academy buildings. Additionally, smoking is prohibited in outdoor areas adjacent to the Academy facilities, in particular, in any location where children are or may be present, i.e., schoolyards, playgrounds, etc.

SECTION VIII

Non-harassment and Non-Discrimination Policy

ALL UNLAWFUL HARASSMENT IS PROHIBITED

It is important that each person employed by the Academy treat each and every co-worker with dignity and respect. The purpose of this policy is more than just enhancing the efficiency of the workplace as an office. It is an integral part of the very Catholic Faith for which the Academy exists.

The Academy intends to provide a work environment which is conducive to its Catholic mission of serving the students, parents of students and the Catholic Community. Any conduct which is counter to this intention will be immediately reprimanded. The Academy is committed to providing a work environment that is free of discrimination and unlawful harassment. Harassment is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, in conflict with the teachings of the Catholic Faith, and is strictly prohibited.

The Academy strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons including interns because of race, religion except as noted below, creed, national origin, ancestry, sex (including pregnancy), gender, age, physical, emotional or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or City law, subject to the religious modification below.

The Academy prohibits harassment in the workplace, whether committed by supervisory or non-supervisory personnel. Whether or not the offending employee meant to give offense or believed his/her comments or conduct was welcomed is not significant. The Academy has zero tolerance for harassing behavior.

RELIGIOUS MODIFICATION

The Academy is a religious based school of the Roman Catholic Faith. Therefore to the extent that the tenets and teachings of the Roman Catholic Faith conflict with civil law, the doctrine, customs, tenets and teachings of the Roman Catholic Faith shall govern all occurrences and events at the Academy including the employment relationship. The Academy as a Roman Catholic religious organization is permitted to provide employment preference to members of the Roman Catholic Faith. The Academy is also permitted to use religion in determining employment decisions, including but not limited to recruitment, hiring, benefits, promotion, discipline and discharge. Additionally, the law protects decisions made by the Academy as it pertains to employees who are ministers of the Catholic Faith, which includes (but is not limited to) administrators and teachers.

The following examples are illustrative only, and not exhaustive as to the Religious Modification:

- (i) as to pregnancies by employees who are unwed parents (both a biological mother and biological father), such an employee shall not be permitted to remain in the Academy during the time of the pregnancy. Such persons will not be able to convey the Faith due to their living example and therefore are not permitted to teach or be present in the Academy building. The status of their continued employment will be determined in accordance with the teachings of the Roman Catholic Faith based upon facts specific to their situation but it can adversely impact one's employment continuation. In most situations, unwed mothers will receive salary and benefit continuation in a different place of employment and be permitted to return to teaching after the birth of the child;
- (ii) Same sex marriages are in violation of Church doctrine, customs, tenets and teachings and the employment of an employee in such a marriage will be terminated upon religious grounds; and,
- (iii) Persons whose sexual orientation is of the same sex but who are celibate are not in violation of Church teachings solely due to their sexual orientation. Absent other behavior which may violate Church teachings or cause scandal to the Roman Catholic Faith, such a person's employment status will not be adversely affected.

DISABILITY ACCOMMODATION POLICY

Commitment to Equal Employment Opportunities for Person with a Disability:

The Academy complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAA), the New York State Human Rights Law, and the New York City Human Rights Law, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Academy will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

REQUESTING A REASONABLE ACCOMMODATION

If you believe you need an accommodation because of your disability, you are responsible under federal and State law for requesting a reasonable accommodation from the Academy. Under the City law, the Academy may initiate the discussion for an accommodation with you. You may make your request orally or in writing. The Academy encourages employees to make requests in writing and to include relevant information, such as: (i) a description of the accommodation you are requesting. The reason you need an accommodation; and, (ii) How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request or response to the Academy's inquiry, the Academy will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Academy encourages you to suggest specific reasonable accommodations that you believe

would allow you to perform your job. However, the Academy is not required to make the specific accommodation requested by you and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Academy.

MEDICAL INFORMATION

If your disability or need for accommodation is not obvious, the Academy may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable NY State or NYC laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the Academy may require that you see a health care professional of the Academy's choosing, at the Academy's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied. The Academy will keep confidential any medical information obtained in connection with your request for a reasonable accommodation.

DETERMINATIONS

The Academy makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The Academy strives to make determinations on reasonable accommodation requests expeditiously, and will inform the individual once a determination has been made. If you have any questions about a reasonable accommodation request you made, please contact the Principal.

SEXUAL HARASSMENT

All Academy employees, other workers and representatives (including vendors/students/family and friends of students and visitors) are prohibited from harassing Faculty, employees and other covered persons based on that individual's sex or gender (including pregnancy and status as a transgender or transsexual individual except as may be permitted on the basis of religious grounds) and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true: (i) Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment. Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions; and, (ii) Such advances, requests or conduct have the purpose or effect of substantially

or unreasonably interfering with an employee's work performance by creating an intimidating, hostile or offensive work environment.

Sexual harassment under New York civil law includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Due to the religious nature of the Academy and the doctrines, customs, tenets and teachings of the Roman Catholic Faith, the basis of sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender are not always protected categories. In each instance, the determination will be fact specific.

The Academy will not tolerate any form of sexual harassment, regardless of whether it is: (i) Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances or requests for sexual favors); (ii) Physical (for example, assault or inappropriate physical contact) (iii) Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures) ; and, (iv) Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.). NOTE: This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated. Harassment is prohibited both at the workplace and at employer-sponsored events.

Complaint Procedure for Violations of the non-harassment, non-discrimination, No sexual Harassment Policies:

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. You may wish to contact the local police department directly in addition to the procedures set forth below.

Preventing sexual harassment or other discrimination is everyone's responsibility. The Academy cannot prevent or remedy sexual harassment or other discrimination unless it knows about it. Any employee, paid or unpaid intern or nonemployee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to the Principal, a supervisor, manager or the Superintendent's Hotline. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to the Principal, a supervisor, a manager or the Superintendent's Hotline at 718-965-7300 Ext:2224..

If you witness or are subjected to any conduct you believe violates any of the above policies, you may speak to, write, or otherwise contact your Principal directly or, if the conduct involves your Principal or you feel uncomfortable to contact your Principal, you may contact the Superintendent's Hotline at 718-965-7300 Ext:2224.

Your complaint should be as detailed as possible, including the names of all individuals involved, approximate dates, times places, and any witnesses.

The Academy will directly and thoroughly investigate all complaints of violations of the above policies and will take prompt corrective action, including discipline, if appropriate. The Academy reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, the Academy reserves the right to seek a restraining order to prevent violations of the above stated Policies where appropriate.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Academy will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

The Academy will endeavor to keep the identity of all persons confidential, but in order to properly investigate it may have to disclose a person's name to the alleged perpetrator or another person.

VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, as to whom it is determined has engaged in violations of these policies, will be subject to remedial (i.e. counseling) or discipline, up to and including termination of employment.

ADMINISTRATION OF THIS POLICY

The Principal in the first instance is responsible for the administration of this policy. If you have any questions regarding this policy or questions about retaliation that are not addressed in this policy, please contact the Principal. If you feel uncomfortable contacting the Principal you may contact the Superintendent's Hot Line at 718-965-7300 Ext:2224.

CONDUCT NOT PROHIBITED BY THIS POLICY

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law such as discussing wages, benefits, or terms and conditions of employment. These policies are not intended to restrict communications or actions protected or required by state or federal law.

Legal Protections and External Remedies

Harassment (including but not limited to, sexual harassment), discrimination and retaliation are not only prohibited by the Academy, but are also prohibited by state, federal, and local law.

Aside from the internal process at the Academy, employees may also choose to pursue legal remedies with the following governmental entities at any time. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

N.Y. State Division of Human Rights (DHR)

The Human Rights Law (NYSHRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (NYSDHR) or in New York State Supreme Court.

Complaints with NYSDHR may be filed any time within one year of the harassment. If an individual did not file at NYSDHR, they can sue directly in state court under the NYSHRL, within three years of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a NYSHRL complaint in state court.

Complaining internally to the Academy does not extend your time to file with NYSDHR or in court. The one year or three-year filing period is counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, NYSDHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

The NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact NYSDHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for NYSDHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she was discriminated against at work, he/she can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with NYSDHR, NYSDHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

New York City Commission on Human Rights

All employers in NYC with four or more employees must comply with the NYC Human Rights Law regardless of whether their employees are full-time or part-time, permanent or temporary, paid on the books or off the books, or are paid or unpaid interns. Some provisions of the Law protect employees regardless of the size of the businesses.

Employers are required to provide written notice of employees’ rights under the NYC Human Rights Law both in the form of a displayed poster and as an information sheet, which is located at the end of this Handbook.

Individuals can report harassment, discrimination or retaliation to the NYC Commission on Human Rights. Call 718–722–3131 or visit NYC.gov/Human Rights to learn how to file a complaint or report harassment, discrimination or retaliation. Individuals can file a complaint anonymously.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment, discrimination or retaliation involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Section IX

Rumors and Statements

Spreading hurtful rumors, libel, slanderous or defamatory statements is strictly prohibited. Also, should mail be used for these purposes, such letters will be referred to the postal inspectors for a full investigation.

Any employee who participates in the spreading, aid or creation of intentionally hurtful rumors, libel, slanderous or defamatory statements will be subject to discipline up to and including discharge.

Harassment includes originating, or participating in any way in the spreading of hurtful or false statements, gossip or rumors concerning the Academy, its employees, agents or agencies or engaging in any behavior creating discord/lack of harmony or interfering with another employee's work performance.

COMPLAINT PROCEDURE FOR VIOLATIONS OF THE RUMORS AND STATEMENTS POLICY:

If you witness or are subjected to any conduct you believe violates any of these policies, you may speak to, write, or otherwise contact your Principal directly or, if the conduct involves your Principal or you feel uncomfortable to contact your Principal, you may contact the Superintendent's Hotline at 718-965-7300 Ext:2224.

Your complaint should be as detailed as possible, including the names of all individuals involved, approximate dates, times places, and any witnesses.

The Academy will directly and thoroughly investigate all complaints of violations of the above policies and will take prompt corrective action, including discipline, if appropriate. The Academy reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, the Academy reserves the right to seek a restraining order to prevent violations of the above stated Policies where appropriate.

Any employee may be required to cooperate as needed in an investigation of improper rumors or statements. The Academy will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

The Academy will endeavor to keep the identity of all persons confidential, but in order to properly investigate it may have to disclose a person's name to the alleged perpetrator or another person.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement then contact your Principal or the Superintendent's Hotline.

VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, as to whom it is determined has engaged in violations of these policies, will be subject to remedial (i.e. counseling) or discipline, up to and including termination of employment.

ADMINISTRATION OF THIS POLICY

The Principal in the first instance is responsible for the administration of this policy. If you have any questions regarding this policy or questions about retaliation that are not addressed in this policy, please contact the Principal. If you feel uncomfortable contacting the Principal you may contact the Superintendent's Hot Line at 718-965-7300 Ext:2224.

CONDUCT NOT PROHIBITED BY THIS POLICY

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law such as discussing wages, benefits, or terms and conditions of employment. These policies are not intended to restrict communications or actions protected or required by state or federal law.

SECTION X

Work Place Violence Policy

The Academy prohibits and will not tolerate any form of workplace violence by an employee, supervisor, or third party, including vendors/students/family or friends of students and visitors both at the work place and at Academy-sponsored events.

Prohibited Conduct: For purposes of this policy, workplace violence includes: (i) Making threatening remarks (written or verbal); (ii) Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property; (iii) Bullying, intimidating, or harassing another person (for example, making obscene phone calls or using threatening body language or gestures, such as standing close to someone or shaking your fist at them); (iv) Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking; and (v) Assault. This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

WEAPONS PROHIBITED IN THE WORK PLACE

The Academy prohibits all employees with the exception of licensed security guards retained by the Academy from possessing any weapons of any kind at the workplace, while engaged in activities for the Academy, and at Academy sponsored events. For purposes of this policy, the workplace is defined to include the Academy's building(s), outdoor areas, sidewalks adjacent to the Academy and parking lots.

Weapons include: Guns, Knives, Mace, Explosives, or any item with the potential to inflict harm that has no common purpose. This list is illustrative only, and not exhaustive. The Academy prohibits employees from possessing any weapon at the workplace.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement then contact your Principal or the Superintendent's Hotline.

COMPLAINT PROCEDURE FOR VIOLATIONS OF THE WORKPLACE VIOLENCE AND WEAPONS POLICES

If you witness or are subjected to any conduct you believe violates any of the above policies, you may speak to, write, or otherwise contact your Principal directly.

Your complaint should be as detailed as possible, including the names of all individuals involved, approximate dates, times places, and any witnesses.

The Academy will directly and thoroughly investigate all complaints of violations of the above policies and will take prompt corrective action, including discipline, if appropriate. The Academy reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, the Academy reserves the right to seek a restraining order to prevent violations of the above stated Policies where appropriate.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement then contact your Principal or the Superintendent's Hotline.

VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, as to whom it is determined has engaged in violations of these policies, will be subject to discipline, up to and including termination of employment.

ADMINISTRATION OF THIS POLICY

The Principal in the first instance is responsible for the administration of this policy. If you have any questions regarding this policy or questions about retaliation that are not addressed in this policy, please contact the Principal. If you feel uncomfortable contacting the Principal you may contact the Superintendent's Hot Line at 718-965-7300 Ext:2224.

CONDUCT NOT PROHIBITED BY THIS POLICY

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law such as discussing wages, benefits, or terms and conditions of employment. These policies are not intended to restrict communications or actions protected or required by state or federal law.

SECTION XI

Anti-Retaliation Policy

ALL UNLAWFUL RETALIATION PROHIBITED

The Academy strictly prohibits and does not tolerate unlawful retaliation against any employee or intern (paid or unpaid), by any employee. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by law.

Examples of protected activities include: (i) Lodging a good faith internal complaint (written or oral) with human resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes he has been sexually harassed or not paid overtime he is owed); (ii) Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), the New York State Division of Human Rights (NYSDHR), the New York City Commission on Human Rights (NYCCHR); (iii) Participating in the Academy's internal investigation into allegations of discrimination or harassment; (iv) Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC, NYSDHR or the NYCCHR); (v) Filing a good faith complaint with the US Department of Labor (DOL) or the New York State Department of Labor (NYSDOL) or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL or state or local administrative agency; (vi) Requesting an accommodation under the Americans with Disabilities Act, the New York State Human Rights Law, the New York City Human Rights law or other NY State/ NY City anti-discrimination statutes; (vii) Requesting or taking leave under the Family and Medical Leave Act or the New York State Paid Leave Act; and, (viii) Filing a worker's compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity is tolerated by the Academy.

COMPLAINT PROCEDURE FOR ANTI-RETALIATION POLICY

If you witness or are subjected to the anti-retaliation policy, you may speak to, write, or otherwise contact the Principal directly or, if the conduct involves your Principal or you feel uncomfortable to contact your Principal, you may contact the Superintendent's Hotline at 718-965-7300 Ext:2224.

Your complaint should be as detailed as possible, including the names of all individuals involved, approximate dates, times places, and any witnesses.

The Academy will directly and thoroughly investigate all complaints of violations of the anti-retaliation policy above policies and will take prompt corrective action, including discipline, if appropriate. The Academy reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, the Academy reserves the right to seek a restraining order to prevent violations of the above stated Policies where appropriate.

Any employee may be required to cooperate as needed in an investigation of improper rumors or statements. The Academy will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

The Academy will endeavor to keep the identity of all persons confidential, but in order to properly investigate it may have to disclose a person's name to the alleged perpetrator or another person.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement then contact your Principal or the Superintendent's Hotline.

VIOLATIONS OF THIS POLICY

Any employee, regardless of position or title, as to whom it is determined has engaged in violations of these policies, will be subject to remedial (i.e. counseling) or discipline, up to and including termination of employment.

Administration of this Policy

The Principal in the first instance is responsible for the administration of this policy. If you have any questions regarding this policy or questions about retaliation that are not addressed in this policy, please contact the Principal. If you feel uncomfortable contacting the Principal you may contact the Superintendent's Hotline at 718-965-7300 Ext:2224.

CONDUCT NOT PROHIBITED BY THIS POLICY

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law such as discussing wages, benefits, or terms and conditions of employment. These policies are not intended to restrict communications or actions protected or required by state or federal law.

SECTION XII

Whistleblower Protection Policy

The Academy requires its management and employees to observe high standards of business and personal ethics, as such personal ethics relate to the organization, in the conduct of their duties and responsibilities. As employees and representatives of the Academy, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Academy prior to seeking resolution outside the organization.

The following procedures relate to the entire Academy's staff.

This policy is not a vehicle for reporting violations of the Academy's applicable human resource policies. Problems with co-workers or managers or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, should be dealt with in accordance with this Employee Handbook, as it is the policies of the Handbook that are applicable to such matters.

The matters which should be reported under this policy include suspected fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, misuse of the Academy's assets or suspected regulatory, compliance, or ethics-related issues, concerns or violations.

REPORTING RESPONSIBILITY

It is the responsibility of all management and employees to report in good faith violations or suspected violations of high business and personal ethical standards, as such personal ethics relate to the organization, and/or applicable legal requirements ("Violations") in accordance with this Whistleblower Policy. Any reporting should be documented in writing and signed by the person reporting the Violation if he or she wishes to receive a receipt of the report of Violation. However, all reports, whether in writing or verbal, signed or unsigned, will be investigated by the Academy.

NO RETALIATION

No individual manager or employee who in good faith reports a Violation shall suffer harassment, retaliation or adverse employment consequence because of such report. An employee who retaliates against someone who has reported a Violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Academy prior to seeking resolution outside the Academy. Notwithstanding anything contained herein to the contrary, this Whistleblower Policy is not an employment contract and does not modify the employment relationship between the Academy and its employees, nor does it change the fact that employees

of the Academy are employees at will or pursuant to an individual written contract, as the case may be so. Nothing contained herein provides any employee of the Academy with any additional rights or causes of action, other than those provided by Section 1107 of the Sarbanes-Oxley Act of 2002.

REPORTING VIOLATIONS

Questions, concerns, suggestions or complaints regarding the ethical and legal standards noted above (the Complaint) should be addressed directly to the Principal. If the Complaint only pertains to the Principal, the employee should provide the Complaint to the Superintendent's Hotline at 718-965-7300 Ext:2224.

The Principal (or the Superintendent as the case may be so) is responsible for investigating and resolving all reported Violations and shall report same to the Chairperson of the Board. The Principal is required to report to Chairperson, unless the Complaint pertains to the Chairperson in which case he/she shall report to the Chairperson of the Membership

SECTION XIII

General Requirements

SAFETY AND ACCIDENTS

To assist in providing a safe and healthy work environment for all, the teachers are encouraged to act and proceed through and about the Academy workplace in a safe and cautious manner.

The Academy will try to provide information to teachers about appropriate workplace safety and health issues through regular internal communication channels.

Each teacher is expected to obey safety rules and to exercise caution in all work activities. A teacher must immediately report any unsafe condition to the principal. A teacher who causes hazardous or dangerous situations, or who fails to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including dismissal.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, the teacher must immediately, or as soon after the accident as practical, notify the principal and complete an accident report.

E-MAIL COMMUNICATION

Teachers must not share their personal e-mail addresses with students nor should they communicate with students via their personal e-mail, instant messaging or social networking sites. Teachers have the opportunity to communicate directly with students during the school day. Teacher communications outside of the school day should be with and through the parents of their students, not directly with the students.

USE OF TECHNOLOGY

Teachers using the Academy computers/computer system are subject to having their activities on the system monitored. Anyone using the computers/computer system expressly consents to such monitoring and is advised that if such monitoring reveals possible illegal activity or improper activity, evidence of such monitoring may be provided to the proper authorities including but not limited to law enforcement officials. Teachers who make improper use of technology may be subject to disciplinary action up to and including dismissal.

LETTERHEAD/STATIONERY/MEDIA COMMUNICATIONS

The letterhead/stationery of the Academy is the property of the Academy and cannot be used for the purpose of copying and/or distributing non-work-related materials or for other personal use.

PERSONAL PHONE USE/VISITS

Personal visits should be kept to a minimum and cannot interfere with instructional class periods unless authorized by the principal of the Academy. Personal telephone calls to or from teachers are not permitted during instructional class periods.

APPEARANCE/ATTIRE

The vital role a teacher plays in the day-to-day activity of the school requires that all teachers be neat in appearance and dress in a professional and business-like manner suited to their teaching responsibilities. Individual determination of appropriate attire is made by the principal in consultation with the Academy Board

USE OF PERSONAL CAR

At no time is a teacher permitted to use a personal vehicle to transport a student.

CONFLICT OF INTEREST

No teacher should hold a position over which a member of his/her immediate family exercises supervisory authority (a member of his/her immediate family includes but is not limited to husband, wife, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, or separated spouse).

OTHER BUSINESS

Teachers are discouraged from becoming involved in outside businesses that create conflicts between the private interests of the teachers and the interests of the Academy.

Thus, a teacher will be required to divulge to the Academy interests he/she has in outside businesses at any time during his/her employment. The Academy will determine whether or not his/her affiliation poses a conflict of interest and therefore should be terminated.

Additionally, a teacher should not engage in any activity which can be perceived as detrimental to the Academy or its interests. Such prohibited conduct includes, but is not limited to, teachers using their positions in order to benefit themselves, their relatives or friends.

A teacher should avoid acquiring an investment or personal interest in a business which would influence the objectivity and independence of his/her judgment or could potentially alter the manner in which he/she carries out his/her duties and responsibilities to the Academy.

POLITICAL ACTIVITY

There shall be no partisan, political activity to further the election or defeat of any candidate for public, political, or party office, during working hours, while representing the Academy or while on Academy property.

INCLEMENT WEATHER

The principal will make determination as to whether to close due to inclement weather in consultation with the Chairperson.

Teachers will be notified of closings by (INSERT YOUR LOCAL ARRANGEMENT). In the event the Academy is closed, the teacher will be granted an excused paid absence. In the event a teacher is not notified of the closing of the Academy, he/she should report to work in a timely fashion. The teacher's failure to report for work not covered by any previous "paid absence" scenario will be an unpaid workday and subject the teacher to possible discipline up to and including dismissal.

SECTION XIV

Contract

- Permanent teachers who accept a position at the Academy will be required to execute an individual employment contract. Subject to the terms and conditions of this Handbook as well as the rules and regulations set forth by the Chairperson and principal, the contract assures the teacher of employment for one year, and the teacher correspondingly assures his/her professional services for that period of time.
- All contracts for employment are expressly conditioned upon the teacher authorizing the Academy, in a signed separate consent form, to conduct background screening. In the event that a teacher declines or fails to submit the signed consent form within sixty (60) days of receipt of a contract fully executed by the Academy, the teacher's contract will be deemed null and void as of the date of the declination to consent or on the sixty-first day following receipt by the teacher. Accordingly, the teacher's employment shall immediately terminate or not commence, as the case may be.
- In the event that negative information is obtained, the Chairperson and the principal will be notified. The discovery of negative information may result in disciplinary action, including but not limited to the immediate dismissal of the teacher and the voiding of any previously executed contract, whenever it is discovered. Results will be reviewed by an Ad-Hoc Committee to recommend the appropriate action to be taken. Any disciplinary action will be commensurate with the gravity, timeliness, and rehabilitation status of the information discovered. Furthermore, the nature of the offense must be relative to the teacher's performance as an educator in a Catholic elementary Academy. Each case will be reviewed and evaluated considering all the facts and circumstances. The final decision with respect to appropriate action to be taken will be rendered by the Academy.
- Any teacher who fails to complete the terms of an individual contract by leaving his/her position prior to the contract's expiration, shall thereafter be precluded from referral for teaching on the elementary level unless the teacher receives a written release from the contract by the Academy and a recommendation for re-referral.
- All teachers who are invited to return for the following academic year will be requested to execute a new contract of employment. Failure by the teacher to execute a contract offered by the date which the Chairperson and principal specify shall release the Academy from any obligation to renew that teacher's employment for the following school year.
- Teachers must meet the following conditions for an individual contract to be offered or renewed on the local level:
 - a) Possession of the minimum academic credentials as described in Section II

- b) Satisfactory performance evaluations which warrant continuation of employment
- c) Evidence of professional growth through continuing education as described by Section XVI Professional Growth
- Grade level and subject area assignments within a teacher's area of expertise (i.e. academic preparation/certification) or experience are a matter of administrative discretion. However, except for circumstances beyond the control of the Academy, teachers should receive prior notification of intended changes in such assignments before the specified date for renewal of contract.

SECTION XV

Observations, Evaluations and Files

OBSERVATION

Formal classroom observations, with attendant written assessments of the lesson, are conducted by the principal or his/her representative at least four times during the first year of a teacher's employment. All other teachers are observed formally and receive such written assessments of their lessons at least twice each year.

The written assessment of a teacher's lesson is to be presented to and discussed with the teacher as soon as is practicable, but not later than ten (10) school days after each formal observation. Instruments used for formal and informal classroom observations during the school year are determined by the principal.

EVALUATION

A teacher evaluation form will be utilized annually for teachers and will serve as a summary of all other observations and assessments made, formally and informally, during the school year. A copy of the form shall be provided to the teacher, a copy of the form shall be placed in the teacher's Academy file and a copy of the form shall be sent to the Office of the Superintendent ~ Catholic School Support Services.

TEACHER FILES

The Academy shall maintain a personnel file for all teachers it employs. A teacher's file must include, but is not limited to, the following material:

- All official observations and evaluations of the teacher's performance
- A signed resume of professional accomplishments
- Official commendations and acknowledgments
- Official transcripts of college course work
- Copies of certificates for professional development credits/courses
- A summary of absences/ lateness during the school year
- A record of total accumulated sick leave
- Other material directly related to the teacher's employment

Teachers shall have right of access of their files and shall be permitted to inspect the material therein upon formal, written request to the principal. Teachers shall also be permitted to have material in the file reproduced at their own expense, either through the principal or themselves, at the principal's discretion.

Letters to the Academy from parents or third parties concerning a teacher generally shall not be placed in the file, nor shall quotations from such letters.

Teachers shall be entitled to attach a signed rebuttal to any material placed in their files, including evaluations. When a rebuttal is made to the content of the annual evaluation form, it should be copied as in item B (Evaluation) above.

SECTION XVI

Professional Growth

- Professional growth through continuing education is required of all teachers of the Academy. To meet this requirement, teachers are to complete academic and professional development coursework according to the provisions set forth herein below. Successful completion of these requirements shall be a prerequisite for continued employment to the attainment of Job Stability for all teachers and for maintaining Job Stability.
- All newly hired teachers are required to participate in the *Living and Leading by Faith* Catechist Formation Program sponsored by the Office of Faith Formation. A teacher must receive a Certificate of Initial Formation within four (4) years of his/her initial hiring.
- In addition to the above requirement, all newly hired teachers who have not attained at least six (6) graduate credits beyond the baccalaureate degree in their area of instruction shall be required to complete those hours or six (6) Professional Development credits in their area of instruction during the first three (3) years of employment.
- All teachers employed by the Academy who are new to the profession and/or the Diocese of Brooklyn, must participate in the two day New Teacher Orientation Program (August and/or September) and all the New Teacher workshops held throughout the school year sponsored by the Office of the Superintendent ~ Catholic School Support Services.
- After receiving or in the process of receiving New York State Professional Certification in Teaching the teacher is expected to complete ongoing professional development as is indicated by the NY State Education Department continuing teacher and leader education requirements. (CTLE). (100 hours within the five year registration period) While those holding Permanent Certification in Teaching may be exempt from the NY State Education Department CTLE requirement for ongoing professional development, these teachers are required by contract to participate in and fulfill the NYSED CTLE requirements for ongoing professional development. All teachers are expected to confer with the NY State Education Department website (www.highered.nysed.gov) in order to keep abreast of the current requirements for ongoing certification. The CTLE requirement may be completed at any time during the registration period. CTLE completed during a prior registration period may not be carried over.

ACCEPTABLE CONTINUING TEACHER AND LEADER EDUCATION (CTLE)

Acceptable CTLE must be taken from a [sponsor approved](#) by the NYSED.

Acceptable CTLE shall be study in the content area of any certificate title held by the individual or in pedagogy, and include any required study in language acquisition addressing the needs of English language learners as described in section 80-6.3 of Commissioner's Regulations.

Acceptable CTLE must be conducted through activities designed to improve the teacher or leader's pedagogical and/or leadership skills, targeted at improving student performance, including but not limited to formal CTLE activities. Such activities shall promote the professionalization of teaching and educational leadership, as applicable, and be closely aligned to district goals for student performance.

Notwithstanding the requirements for professional growth established here in above, it is understood that the Academy Board of Directors may at its discretion establish additional standards which, from time to time, are deemed necessary and appropriate.

Note: Specially designated professional development opportunities offered through the Office of the Superintendent ~ Catholic School Support Services are deemed to be equivalent to graduate level study and are therefore applicable toward professional development hours which maintain the validity of the Professional Certificate.

The professional development guidelines are subject to change as per directives from the NYSED.

A teacher is required to participate in the Living and Leading by Faith Catechist Formation Program, according to the program guidelines, each year while employed as a teacher in the Academy.

LIVING AND LEADING BY FAITH CATECHIST FORMATION PROGRAM

Catholic school catechists (teachers) must participate in the Living and Leading by Faith Catechist Formation Program. Living and Leading by Faith (LLF) hours must be tracked separately and cannot be used to apply for professional development credit. Teachers are responsible to track their LLF hours on the Living and Leading by Faith Catechist Record chart and report them to their employer annually. LLF certificates should not be sent to the Office of the Superintendent. For further information, please consult the Diocesan web site at www.dioceseofbrooklyn.org (click on Education and Faith Formation) or email Mr. Theodore Musco, Director of Faith Formation at tmusco@rcdob.org.

SECTION XVII

Job Stability

- Every permanent full-time properly qualified teacher who begins a fourth consecutive full year of teaching (i.e., September through June) as of September first at the Academy will be eligible for Job Stability at the Academy, effective on September first (year). Properly qualified teachers are those who have complied with the hiring procedures and have met the academic qualifications outlined in Section II and the professional growth requirements in Section IX (Both Academic and Living and Leading by Faith). Properly Qualified also requires a teacher to have maintained current, active New York State Certification.
- Job Stability is the assurance of continued employment so long as services remain satisfactory, on-going professional growth obligations are met, and active NYS Certification is maintained. The procedures specified in this Handbook will be adhered to strictly if at any time it becomes necessary to suspend or discharge a teacher who has attained Job Stability.
- If the number of teachers at the Academy must be reduced for any reason, no teacher on Job Stability shall be excessed ahead of a teacher within the same area of professional competence and/or experience who has not attained Job Stability. Professional competence is defined as the teacher's expertise through academic preparation and state certification, while experience shall be deemed to include actual regular subject classroom teaching at the Academy in the Elementary (grades Pre-K through 6) or Junior High (grades 7 and 8) levels.
- Thus, by way of illustration, a full-time regular subject classroom teacher on Job Stability whose academic preparation and state certification are with levels Pre-K-6, but who is assigned to a Junior High grade, will still be retained over a non -Job Stabilized teacher, should his/her position in the Junior High area be eliminated. A full-time Special Content teacher with Job Stability shall similarly be retained over a teacher without Job Stability, provided that the Special Content teacher actually possesses appropriate professional competence (academic preparation/state certification) or full-time regular subject classroom experience at the Academy to displace the non-Job Stabilized teacher. Part-time teachers do not have such retention rights unless they possess prior full-time experience at the Academy. Reduction in the number of days or hours of service for Special Content, Kindergarten, or Pre-K teachers shall not be considered as elimination of the position within the meaning of this section.
- In the event that it becomes necessary to excess teachers on Job Stability, professional competence (i.e., academic preparation/state certification), experience and length of

service to the Academy will be the only criteria used to determine which teacher(s) may be retained or excessed.

- When a teacher attains Job Stability at the Academy, she/he will be notified in writing that Job Stability has been achieved.

NOTE: Job Stability is not transferable from another elementary school to this Academy.

SECTION XVIII

Continuity of Employment

A teacher whose employment is to be renewed for the subsequent school year shall be given notice of such renewal by receipt of an individual contract for execution. Where either the academy or the teacher chooses not to renew a contract, written notice to that effect must be presented by the date specified in the existing contract. Any teacher whose employment is not renewed for the following school year shall be entitled to discuss the matter with his/her principal and pastor.

The first one hundred twenty (120) school days of employment shall be considered a probationary period for all newly hired teachers. During that period, termination of employment is at the sole discretion of the principal and board chairperson. Such termination is not subject to the appeals procedure specified in this Handbook.

The decision not to renew the contract of a teacher without Job Stability is final and is not subject to the appeals procedure specified in this Handbook.

Notwithstanding the existence or renewal of an employment contract, a teacher may be disciplined, suspended or terminated for just cause at any time and all individual contracts shall be subject to this condition. However, the teacher must be given prompt notification of any intention to take such action and said notification will include the reasons for discipline, suspension or termination.

Just cause for discipline, suspension or termination of a teacher's employment shall include, but shall not be limited to, the following:

- Violation of the tenets of Catholic morality or teaching contrary to Catholic doctrine
- Violation of accepted academic or professional standards of conduct, including but not limited to insubordination, physical abuse of students, unbecoming conduct, incompetence, or neglect of duty
- Material omission or falsification of the teacher's application for employment, resume, or documentation
- Any other material term of this Handbook

Termination of employment for just cause disqualifies a teacher from referral to other parish elementary schools and academies within the Diocese of Brooklyn by the Office of the Superintendent ~ Catholic School Support Services.

A teacher whose contract is not renewed for the following school year will be considered for referral only upon the recommendation of his/her principal or Board Chair and review by the Office of the Superintendent ~ Catholic School Support Services.

Except as provided herein above, any teacher suspended, terminated for just cause, or any teacher with Job Stability whose contract is not renewed for just cause, may appeal such action in accordance with the provisions set forth in this Handbook, Section XV. If the action is not appealed within the specified time limit, such suspension, termination or non-renewal shall be deemed final and conclusive.

SECTION XIX

Change of Employment

A teacher who is currently employed at the Academy and wishes to seek employment at another parish school/academy shall advise his/her principal in writing of the intent to move no later than thirty (30) calendar days before the existing contract's regularly specified date for notification of non-renewal and notify the Office of the Superintendent ~ Catholic School Support Services by that date.

The following forms shall be completed by the principal and submitted to the Office of the Superintendent ~ Catholic School Support Services no later than fifteen (15) calendar days before the existing contract's regularly specified date for notice of non-renewal:

- Termination of Lay Teacher Service form - with a notation that the teacher is recommended for referral
- A Teacher Evaluation form showing satisfactory service at the present place of employment

NOTE: It is understood that any teacher who applies for a position at another parish school or academy must enjoy the recommendation of his/her principal for referral by the Office of the Superintendent ~ Catholic School Support Services and must possess satisfactory evaluations.

Each teacher qualified for the Office of the Superintendent ~ Catholic School Support Services referral who is seeking to change employment should notify the Associate Superintendent for Teacher Personnel and will be required to register electronically via the Diocesan system. It is understood, however, that hiring decisions rest exclusively with the Chairperson and principal at the school/academy where the teacher wishes to apply.

Assistance with changes of elementary school/academy employment through this process shall be effective only for the beginning of the academic year in accordance with the policies of the Office of the Superintendent ~ Catholic School Support Services.

The terms of the teacher's contract of employment with his/her current Academy must be fulfilled satisfactorily.

Teachers who have not completed the minimum academic qualifications for candidates established in Section II are ineligible to apply to another academy until said qualifications are met.

SECTION XX

Retirement

There is no mandated age of retirement.

Under the current provisions of the Roman Catholic Diocese of Brooklyn Lay Employee Pension Plan, a vested participant's "Normal Retirement Date," that is, eligibility for unreduced plan benefits, occurs on the first day of the month following the participant's 65th birthday or 10th anniversary of qualified participation, whichever is later. The Plan also permits "Early Retirement" within the five-year period preceding the Normal Retirement Date for those who are vested. Early Retirement benefits are paid at a reduced rate to account for the extended payment period.

Since teachers customarily work pursuant to an annual contract of employment, the retirement date for teachers will ordinarily occur when the contract expires, namely on August 31 of any year once the above-indicated plan requirements have been met. Pension payments would then be effective as of September 1 following such retirement provided a timely application is submitted to the Office of Human Resources. Teachers planning to retire should contact the Office of Human Resources to request a Pension Benefit Application at least two (2) months in advance of the contemplated retirement date to ensure timely receipt of pension payments.

Retirement at a date other than August 31 shall require a release from contractual obligations by the teacher's Academy employer. All retirements must be confirmed by the Academy via submission of a Lay Teacher Change of Information form. Payments will not begin until the Academy has submitted verification.

SECTION XXI

Academy Closing

In accordance with an agreement between this Academy and the Office of the Superintendent ~ Catholic School Support Services, in the event that the Academy closes:

Properly qualified permanent teachers, employed by the Academy ceasing operation, will be placed on the Office of the Superintendent ~ Catholic School Support Services priority referral list if they request inclusion on the list. They must submit requested documentation in a timely matter, and enjoy the recommendation of their board chair or principal. Properly qualified teachers are those who have complied with the hiring procedures and have met the academic qualifications outlined in Section II.

SECTION XXII

Social Networking Sites and Personal Internet Presence - Guidance for Academy Staff

INTRODUCTION

The purpose of this guidance is to protect the reputation of employees of the Academy, students and families of students as a whole from abuse via staff usage of social networking and personal internet sites. The Academy recognizes that such sites are increasingly useful communication tools and acknowledges the right of staff to freedom of expression. However, staff must be aware of the potential legal implications of material which could be considered abusive or defamatory.

DEFINITION

This guidance applies to social networking sites, personal web pages, personal space provided by internet providers and internet presence including blogs such as Facebook, MySpace and Web2, which make available personal views to the general public.

GUIDANCE

- If you already make reference to your employment at the Academy on a personal internet site as defined above, or you intend to create such a site, you should inform your Principal.
- Pictures of Students and families of students should never be posted or used on your internet or social media sites.
- You should not discuss students on your internet or social media sites.
- Use a disclaimer such as "the views contained in these web pages are my personal views and do not represent the views of the Academy ".
- Do not use the Academy's logo on personal web pages.
- Avoid bringing the Academy or its staff into disrepute and do not use your site to attack or abuse colleagues, employees of the Academy, students or families of students - consult your Principal if you unsure whether the content is appropriate.
- Do not reveal information which is confidential - consult with your Principal if you are unsure.
- Do not include contact details or photographs of staff, students or family members of students.

- If you receive press or media contact regarding the content of your site which relates to the Academy (or Academy Staff, Students or families of students), inform your Principal of such as soon as possible.
- The use of social networking sites, personal internet usage, and the use of entertainment software during work hours could result in disciplinary action.
- The Academy reserves the right to take action under the Standards of Conduct and Disciplinary Action Procedures if necessary.

You should contact the parents of children through the use of Option C.

A TEACHER SHOULD NEVER USE PERSONAL EMAIL OF EITHER THE TEACHER OR THE STUDENT TO COMMUNICATE WITH A STUDENT.

SECTION XXIII

New York State Certification

All Teachers are required: (i) to be an active New York State Certified teacher at the time of the execution of their Agreement AND EVERY Teacher MUST MAINTAIN Certification throughout the School Year; or, (ii) a teacher must have an Individual Pathway to Certification Plan which is approved by the ACADEMY

If a TEACHER IS hired with an approved Individual Pathway Certification Plan, the teacher shall comply with the Plan as part of his or her CONDITION of employment. A failure to comply with the Plan can lead to discipline, suspension, discharge or non-renewal of a teacher's agreement for a subsequent school year.

The TEACHER cannot obtain Job Stability without actual active New York State Certification.

Upon Request, the Teacher shall provide adequate and satisfactory proof of Certification

SECTION XXIV

Conciliation, Mediation and Arbitration Procedures

CONCILIATION

Except as otherwise provided herein above, any teacher with a contract of employment shall have the right to appeal any discipline, suspension or termination during the term of the teacher's contract according to the following procedures. It is understood, however, that invocation of these procedures shall not serve to delay implementation of the decision being appealed.

A written appeal shall be submitted to the Chairperson and principal within ten (10) business days of the discipline, suspension or termination. A statement describing the basis for the appeal shall be included therein.

In as much as these procedures are designed to affect a resolution on the Academy level whenever possible, the parties concerned shall meet within ten (10) business days of receipt of the appeal in an effort to reach a satisfactory settlement.

If a satisfactory settlement is not reached within the above indicated period, the teacher may make a further appeal to the Diocesan Board of Mediation and Arbitration.

The provisions of this section also apply to non-renewal of job-stabilized teachers who are not renewed for cause.

MEDIATION AND ARBITRATION

The teacher shall initiate the mediation stage of the appeal by writing to the Secretary for the Diocesan Board of Mediation and Arbitration, 310 Prospect Park West, Brooklyn, New York 11215.

The time and place for the mediation as well as all other procedures shall be as established by the Board and described in the booklet entitled "Mediation and Arbitration Process." The teacher may request a copy of this publication when writing to the Secretary.

Any costs related to the mediation shall be borne equally by the teacher and the Academy.

While the mediation process is mandatory if requested by the teacher, the arbitration process must be agreed to by both parties. If agreed to, it will proceed as set forth in the mediation and arbitration rules. The costs will be shared equally by the parties.

SECTION XXV

Teachers from Religious Congregations

Members of religious congregations who teach at the Academy have all the rights and privileges as well as the responsibilities specified in this HANDBOOK, except as noted below.

A teaching assignment, subject to the terms and conditions of this HANDBOOK and the rules and regulations set forth by the Chairperson and principal, shall further be considered in effect only as long as the person remains an active member of the religious congregation. The religious teacher's position is deemed to be relinquished in the event that the person leaves active membership in the religious community.

The standard compensation for members of religious congregations and their health coverage is based on the annual stipend for religious established by the Interdiocesan Stipend Committee.

SECTION XXVI

Diocese of Brooklyn Code of Pastoral Conduct for All Academy Employees

The mission of the church is to teach Christ's truth and extend his love and care to all. Further, those working with children and young people must demonstrate concern for and recognize the importance of legal, professional and responsible conduct. This behavior must be reflected in the conduct of all Parish and Diocesan employees and employees of affiliated Diocesan agencies.

The following Code of Conduct applies to all Parish and Diocesan employees who interact with or who have any access to children and young people. This includes but is not limited to: administrators, teachers, support, clerical, and maintenance and building staff.

As an employee, I recognize, support and will promote the following values:

1. To realize that my conduct affects others whom I serve and therefore should help fulfill the Church's mission as outlined immediately above.
2. To work collaboratively with my supervisor, colleagues and, if applicable, those whom I supervise to foster an atmosphere of respect in the places where I work or serve.
3. To work within the limits of my position, professional competence and, if applicable, licenses, certifications, etc., to abide by the accepted standards of these positions and professions; to seek appropriate referrals and consultations when issues arise that need the assistance of other professionals; and readily seek the advice of supervisors when appropriate.
4. To recognize the great influence I have in working with children, young people and adults and therefore engage in positive behavior and maintain appropriate boundaries in my relationship with all parishioners. Certain specific behaviors are to be sought; others are to be avoided. They include the following:
 - a. To be attentive to warning signs that might indicate the potential violation of sexual boundaries. \
 - b. To advise my supervisor of any initiation of sexual talk or behavior by those children, young people or adults under my supervision directed toward me or another adult employee.
 - c. To attempt to be with another adult or be in the proximity of another adult when working with children or young people in unsupervised settings; not to engage in any covert or overt sexual behaviors with any person with whom I work; to avoid any sexual innuendo; to avoid sexual comments or jokes or the display of such material.

- d. To enforce appropriate boundaries and guidelines so that no sexual abuse or sexual behavior with minors or vulnerable adults can take place.
5. To adhere to civil law and Diocesan policy about reporting any suspected cases of abuse or neglect of children or young people.
6. To advise my supervisor of any violations of this Code and in particular any information that should be shared to avoid a child or young person being harmed.
7. To participate in training sessions required by the diocese, parish or agency to foster a safe environment and to prevent the sexual abuse of children and young people.
8. To submit to the appropriate background check according to Diocesan policy.

As an employee,

1. I WILL NOT interact with children or young people through E-mail, social network sites, or other forms of electronic communications except for delivering information for the program I am providing.
2. I WILL NOT assist children or young people to access pornography, other sexual material, or other inappropriate material online or influence their exploration of pornography or inappropriate material through any media outlet.
3. I WILL NOT use parish, school or any agency computers or other electronic communications to participate in chat rooms or engage in social interaction on any social network sites.
4. I WILL NOT photograph or use photographs of children or young people without the explicit permission of their parents or legal guardian.
5. I WILL NOT use or be under the influence of alcohol or drugs when working with children or young people.
6. I WILL NOT use profanity or any other inappropriate language when working with children and young people.

I understand that any action that I take that is a violation of this Code may result in disciplinary action up to and including dismissal from my position. Such disciplinary action will be taken in accord with established personnel policies of the Diocese, and the parish or agency where I work or serve, and any applicable collective bargaining agreements.

SECTION XXVII

Handbook Interpretation

All teachers shall be entitled to discuss any questions relating to interpretation of the material in this Handbook with their principal. If further discussion and decision is required, a further request should be made to the Chairperson. If an understanding in the matter of interpretation cannot be reached at this level, a written request for review and recommendation may be made to the Office of the Superintendent ~ Catholic School Support Services.

This Academy Faculty Handbook contains the employment policies and practices of the Academy in effect at the time of publication.

The Academy reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the Academy.

Any written changes to the Handbook will be distributed to all teachers.

No oral statements shall in any way alter the provisions of this Handbook.

STOP SEXUAL HARASSMENT ACT FACTSHEET

All employers are required to provide written notice of employees' rights under the Human Rights Law both in the form of a displayed poster **and** as an information sheet distributed to individual employees at the time of hire. This document satisfies the information sheet requirement.

The NYC Human Rights Law

The NYC Human Rights Law, one of the strongest anti-discrimination laws in the nation, protects all individuals against discrimination based on gender, which includes sexual harassment in the workplace, in housing, and in public accommodations like stores and restaurants. Violators can be held accountable with civil penalties of up to \$250,000 in the case of a willful violation. The Commission can also assess emotional distress damages and other remedies to the victim, can require the violator to undergo training, and can mandate other remedies such as community service.

Sexual Harassment Under the Law

Sexual harassment, a form of gender-based discrimination, is unwelcome verbal or physical behavior based on a person's gender.

Some Examples of Sexual Harassment

- unwelcome or inappropriate touching of employees or customers
- threatening or engaging in adverse action after someone refuses a sexual advance
- making lewd or sexual comments about an individual's appearance, body, or style of dress
- conditioning promotions or other opportunities on sexual favors
- displaying pornographic images, cartoons, or graffiti on computers, emails, cell phones, bulletin boards, etc.
- making sexist remarks or derogatory comments based on gender

Retaliation Is Prohibited Under the Law

It is a violation of the law for an employer to take action against you because you oppose or speak

out against sexual harassment in the workplace. The NYC Human Rights Law prohibits employers from retaliating or discriminating "in any manner against any person" because that person opposed an unlawful discriminatory practice. Retaliation can manifest through direct actions, such as demotions or terminations, or more subtle behavior, such as an increased work load or being transferred to a less desirable location. The NYC Human Rights Law protects individuals against retaliation who have a good faith belief that their employer's conduct is illegal, even if it turns out that they were mistaken.

Report Sexual Harassment

If you have witnessed or experienced sexual harassment inform a manager, the equal employment opportunity officer at your workplace, or human resources as soon as possible.

Report sexual harassment to the NYC Commission on Human Rights. Call 718-722-3131 or visit NYC.gov/HumanRights to learn how to file a complaint or report discrimination. You can file a complaint anonymously.

State and Federal Government Resources

Sexual harassment is also unlawful under state and federal law where statutes of limitations vary.

To file a complaint with the New York State Division of Human Rights, please visit the Division's website at www.dhr.ny.gov.

To file a charge with the U.S. Equal Employment Opportunity Commission (EEOC), please visit the EEOC's website at www.eeoc.gov.



NYC.gov/HumanRights



BILL DE BLASIO
Mayor

**Commission on
Human Rights**

CARMELYN P. MALALUS
Commissioner/Chair

Step 1: Oral Report

As soon as you suspect child abuse or neglect, immediately call the State Central Register (SCR) Mandated Reporter Hotline at 1-800-635-1522, or 311. The SCR is open 24 hours-a-day, 7 days-a-week.

If a child is in immediate danger, call 911.

Provide as much information as possible to the protective specialist at the SCR. If available, give information to help identify and locate the child or parents in question.

Step 2: Written Report (form LDSS 2221-A)

A signed written report must be filed with the local Child Protective Services (CPS) within 48 hours of an oral report. Submit the written mandated reporter form to the local Administration for Children's Services field office in the borough where the child resides.

TYPES OF ABUSE	PHYSICAL SIGNS	BEHAVIORAL SIGNS
Physical Abuse	<ul style="list-style-type: none"> • Unexplained bruises, cuts, burns or fractures • Evidence of delayed or inappropriate treatment of injuries 	<ul style="list-style-type: none"> • Avoids home • Complains of being sore, moves uncomfortably • Wears clothing heavier than expected for weather (to cover body) • Bizarre explanation of injuries • Wary of adult contact
Sexual Abuse Physical or non-physical; the majority of these cases have no physical findings. (e.g., exposure, obscene language, pornography)	<ul style="list-style-type: none"> • Torn, stained or bloody underclothing • Pain, swelling or bleeding of genital area • Difficulty walking or sitting • Sudden weight gain or loss 	<ul style="list-style-type: none"> • Inappropriate sex play or premature understanding of sex • Suicide attempts, Acting out, Drug use, Run-away • Threatened by physical contact, closeness
Emotional Abuse The most common type of child abuse. (e.g., Isolation, humiliation rejection)	<ul style="list-style-type: none"> • Rare 	<ul style="list-style-type: none"> • Self-comforting behaviors such as sucking, rocking, or biting • Self-injurious behaviors such as cutting in adolescents • Antisocial or destructive behavior • Substance abuse • Developmental delays
Neglect	<ul style="list-style-type: none"> • Always seems hungry • Dresses inappropriately • Poor hygiene • Unattended medical/educational needs • Regularly tired or falls asleep during the day • Delayed physical development 	<ul style="list-style-type: none"> • Regularly tired or falls asleep • Begs or steals food or other basic items (such as clothing) • Frequently misses school • Extreme need for affection • Developmental delays

