


# Kulanu Academy
# Policy and Procedure Manual

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# I. Introduction

**Welcome to Kulanu Academy!**

We're so glad to have you as part of the Kulanu community and we're excited for the journey ahead.

Kulanu Academy (Kulanu) is proud to offer a range of supportive services, encompassing the:

- **School Program**
- **Adult Employment Services**
- **Adult Day Habilitation Program**

This handbook—*Kulanu's Employee Policy and Procedure Manual*—serves as a helpful guide to our core workplace policies. While it doesn't include every policy and procedure in full detail, it highlights the key information you need to get started and succeed at Kulanu.

As part of your onboarding process, we ask that you review the handbook carefully. Once you've read through it, please sign the Employee Acknowledgement Form located at the end and return it to our HR Team: **HRTeam@kulanukids.org** prior to your start date.

You can also access a digital version anytime at: https://kulanukids.org/employee

We're thrilled to welcome you aboard and look forward to the great work we'll do together!

Warmly,
**The Kulanu Team**

# II. Open Door Policy

Any questions or concerns related to this Policy and Procedure Manual or your employment may be directed to your immediate supervisor, Division Leader, or the HR Team. As of the distribution date of this Policy and Procedure Manual, the HR Team can be reached at HRTeam@kulanukids.org

# III. Hiring Process

## ***Background Checks***

Applicants, as well as employees seeking an internal transfer, will be subject to a background check, to the extent permitted by applicable law. Kulanu will also require employees to submit fingerprinting, also to the extent permitted by applicable law.

## ***Immigration Law Compliance***

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and

present documentation establishing identity and eligibility for employment in the United States. Former employees who are rehired must fill out another Form I-9 and provide documentation establishing identity and eligibility for employment if they have not completed a Form I-9 with Kulanu within the past 3 years, or if their previous Form I-9 or provided documentation is expired or no longer valid.

Failure to complete the Form I-9 and/or provide supporting documentation in a timely manner may result in withdrawal of the offer of employment or termination of employment. If you have questions relating to employment eligibility, or which forms of documentation are acceptable, contact the Corporate Compliance Officer.

***Equal Employment Opportunity***

Kulanu provides equal employment opportunities to all applicants and employees regardless of their actual or perceived race, color, creed, age, Sabbath observance or religion, national origin, citizenship or immigration status, sex (including pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), gender (including gender identity or expression and transgender status), sexual orientation, disability (which includes functional limitations caused by gender dysphoria), reproductive health decisions, marital status, partnership status, familial status, status as a victim of domestic violence, stalking, or sex offenses, genetic predisposition, veteran's status, military status, criminal history, or any other basis protected under applicable federal, state, or local laws, regulations, or ordinances (each, a "**Protected Category**," and together the "**Protected Categories**").

This policy covers recruitment, hiring, employment, drug testing, working conditions, training programs, transfers, layoffs, promotions, terminations, disciplinary action, rates of pay, schedules, employee benefits, and all other terms and conditions of employment.

***Employee Identification Badges***

All employees will receive photo identification badges, which must be worn at all times while on Kulanu premises and while on-duty to identify yourself as a Kulanu employee. Identification badges also serve as means of entry onto different agency campuses. If you lose or damage your identification badge, you may obtain a new badge by contacting the HR Team.

## IV. Work Schedules, Time Records, and Breaks

***Kulanu's Regular Business Hours***

Kulanu hours vary by division. Each employee's work schedule will be outlined in their Offer Letter. However, an employee's work schedule is subject to change at Kulanu's discretion, depending on the needs of Kulanu and/or Kulanu's students, clients, and participants.

***Emergency Closing***

At times, emergencies (such as severe weather, fires, or power failures) can disrupt Kulanu's program. In extreme cases, an emergency may require the closing of certain programs. Should

Kulanu and/or a program close for the day, Kulanu will endeavor to provide affected employees as much advance notice as possible.

***Timekeeping***

Federal and state laws require Kulanu to keep an accurate record of hours worked by employees. Accordingly, all employees must accurately record their time worked each week.

Kulanu uses an online system (UKG) that enables employees to clock their hours in and out each day. If you forget to clock in or out on a specific day, you have ONE HOUR to notify the HR Team. Failure to do so may result in disciplinary action up to and including termination.

Notify the HR Team if you believe there are any pay discrepancies, mis-recorded work hours, or any involuntarily missed meal or break periods as soon as possible. Any errors will be promptly addressed and corrected.

***Additional Hours of Work***

From time to time, an employee may be asked to work additional hours beyond their regular schedule (e.g., when needed to cover for another employee who is absent, or to cover periods when Kulanu is short staffed). Employees who are asked to work additional hours are expected to do so.

Additional hours beyond an employee's regularly scheduled shift are not considered overtime hours, unless such hours cause the employee to work more than 40 hours in the workweek.

***Overtime***

Non-exempt employees are entitled to overtime at the rate of one and one-half (1.5) times their regular rate of pay for all hours worked over 40 in a workweek.

For purposes of calculating overtime hours, Kulanu's "workweek" is Monday through Sunday.

All overtime work must be authorized by the Division Leader in advance. Employees who repeatedly find themselves working, or needing to work, overtime hours should speak with their Division Leader. It is possible that the time allotted to complete the work may be an underestimate, or the work should be divided amongst multiple employees.

Employees who work overtime hours without prior authorization from the Division Leader may be subject to disciplinary action.

***Employee Meetings and Events***

Kulanu schedules employee meetings on an as-needed basis. All staff are required to attend meetings when requested. Employee meetings also include, for example, conferences and in-service courses. To minimize disruption to Kulanu's daily operations, some meetings may be held early in the morning or in the evening.

From time to time, employees may be required to attend events that occur outside of Kulanu or a division's regular business hours, such as during the weekends or in the evenings. Kulanu will attempt to provide as much advance notice as possible to an employee who is required to staff any such events.

Kulanu's calendar will list all important events and meetings, and therefore, employees should review their division calendar on a periodic basis.

***Meal Breaks and Outside Food***

At Kulanu, we're committed to providing meal breaks in accordance with applicable laws, while also considering the unique needs of each division and role. Generally, employees who are scheduled to work at least six hours are entitled to a 30-minute unpaid meal break between 11:00 a.m. and 2:00 p.m. We appreciate your understanding as we balance these breaks with our daily operational needs.

**Policy regarding outside food**

Kulanu's facilities ensure that staff and student/client/participants do not share food. Kulanu is sensitive to any allergy notification made by employees and participants. Staff members are made aware of any allergies in the building or common workplace.

## V. Employment Classification

Each employee is designated as either non-exempt or exempt. Non-exempt employees are eligible to receive overtime pay for working more than 40 hours per workweek. Exempt employees are ineligible to receive overtime pay. If you have any questions regarding your employment classification, contact the HR Team.

In addition to the above categories, with respect to certain employee benefit plans and programs, you will belong to one of the following employment categories:

- Regular Full-Time: Regular full-time employees are those regularly scheduled to work 30 hours or more per workweek and who are not temporary. Generally, regular full-time employees are eligible to participate in all employee benefit plans and programs, unless the terms of the employee benefit plan documents provide otherwise.

- Regular Part-Time: Regular, part-time employees are those who are regularly scheduled to work less than 30 hours per workweek and who are not temporary. Regular, part-time employees are not eligible for any benefits, subject to the terms of the employee benefit plan documents.

- Temporary Employees: Temporary employees are those who work on an intermittent or project-based basis. Temporary employees are ineligible to participate in employee benefit plans and programs, unless the terms of the plan documents provide otherwise.

## VI. Payroll Practices

***Payroll Schedule***

Employees are paid semi-monthly based on the following pay periods:

- 1st of month – 15th of month
- 16th of month – end of month

Payroll is paid 3 – 7 days following the end of the pay period. Pay dates vary due to processing time and are pre-determined at the beginning of each fiscal year. The payroll calendar is distributed at the start of each fiscal year (July 1).

***Payroll Details***

Paychex is Kulanu's payroll processor. You can access your paystubs using Paychex's on-line self-service portal and/or app. Paystubs provide details related to your gross earnings as well as all statutory deductions, voluntary deductions, and may include, if applicable, court ordered garnishments and tax liens.

***Summer Pay***

Kulanu Academy provides eligible 10-month employees with summer pay.Summer pay is not additional compensation or a bonus. It is a portion of the employee's eligible 10-month compensation distributed during the summer.

Summer pay is based on eligible compensation and compensable days during the school year and may be affected by periods when regular wages are not paid by Kulanu Academy, including:

- Unpaid absences or unpaid leaves;
- Days for which wages are docked;
- Short-Term Disability (STD);Paid Family Leave (PFL); and
- Other periods of unpaid time or reductions in regular compensation.

Periods during which regular wages are not paid by Kulanu Academy may reduce the eligible compensation available for summer pay.

***Questions***

You may address any questions regarding your pay by contacting Kulanu's Business Manager at (516) 569-3083 ext. 105.

## VII. Work-Related Expenses and Reimbursement

Kulanu may reimburse employees for reasonable work-related expenses consistent with the policy outlined below. Kulanu retains sole discretion in determining whether a work-related expense is reimbursable, and the amount of such reimbursement. All work-related expenses must be approved in advance by your Division Leader. As Kulanu is tax-exempt, please make sure to contact the Business Manager to obtain the tax-exempt information for vendors and retailers.

Reimbursement should be a rare occurrence as Kulanu has a purchase order process (see Appendix A). Employees must submit completed reimbursement requests to Kulanu within 10 days of incurring the expense or within 10 days of returning from an approved business trip. When submitting reimbursement requests, employees must provide an itemization of each work-related expense and sufficient supporting documentation, such as receipts or a short statement explaining how the purchase is related to work responsibilities. Failure to provide such documentation may result in a denial or delay of reimbursement. Abuse of this policy, including, but not limited to, falsifying records to reflect costs not incurred by you, may result in discipline, up to and including termination of employment.

***Work-Related Travel Expenses***

Generally, and for illustrative purposes only, the following expenses may be considered reimbursable expenses related to business travel:

- Air and Rail Travel: Kulanu may reimburse reasonable expenses associated with purchasing air and rail travel for approved business trips. Employees should book any plane or train tickets as far in advance as possible to take advantage of lower fares. All plane and train tickets must be for coach class. (Employees may upgrade such tickets at their own cost.)

- Lodging: Kulanu may reimburse the reasonable cost of lodging booked by an employee on an authorized business trip. All lodging accommodations must be standard level and moderately priced for the given locale, and must be approved in advance by the Division Leader.

- Transportation. Kulanu may reimburse reasonable work-related car rental fees for compact and midsized cars. If, however, the employee is traveling to a city which has a reliable form of public transportation (e.g. subway or trains), employees should use such public transportation and the cost of such transportation will be reimbursed. If an employee uses their personal vehicle for an authorized business trip, Kulanu will reimburse such employee using the applicable per mile cost determined by the IRS, and for any tolls and parking fees incurred. Mileage is recorded starting from when an employee leaves the Kulanu building to when the employee returns to the Kulanu building. Normal time spent commuting is not counted.

***Work-Related Purchases***

For all other non-travel-related but work-related purchases, employees must submit a requisition form prior to making any work-related purchase. Requisition forms may be obtained from the Business Office and must be fully and properly completed before they are submitted for approval.

Once a requisition form has been provided, a copy of the approved requisition form will be returned to the individual. When the item has been ordered, the reimbursement request, along with the invoice and packing slip, should be submitted to the Business Office. All materials purchased by Kulanu remain the property of Kulanu. (see Appendix A)

As a Not-for-Profit organization, Kulanu is exempt from paying sales tax. Therefore, when making work-related purchases, employees must obtain a copy of the tax-exempt form (available from the main Kulanu office) and present it to the vendor.

**Mileage Policy**

Employees who use their personal vehicle for approved organizational business may be eligible for mileage reimbursement. Reimbursement will be provided at the standard mileage rate established by the Internal Revenue Service (IRS) for business driving for the applicable year. Employees must submit accurate mileage records, including the date, purpose of travel, and total miles driven. Reimbursement requests must be submitted within 30 calendar days of the trip date for reimbursement payments to be made in accordance with the organization's reimbursement procedures. Only travel that is approved and related to organizational business will qualify for reimbursement.

## VIII. Workplace Professionalism

***Employee Dress Code and Grooming Standards***

As representatives of Kulanu, employees are expected to maintain a high standard of dress, grooming, and personal cleanliness that reflects professionalism, modesty, and respect for our diverse community. These standards help promote a clean, safe, and welcoming work environment for everyone.

Kulanu is also committed to inclusivity and employee well-being. As part of that commitment, employees may dress in a manner consistent with their gender identity or expression.

**General Dress Expectations**

Employees should dress in a professional, modest, and neat manner appropriate for their role. The following guidelines apply:

- **Attire for Women:** Women are required to wear dresses or skirts that fall at/or below the knee.
- **Attire for Men:** Jeans, joggers, sweatpants, shorts, and sweat shorts are not permitted.
- **Tops:** No T-shirts, shirts with graphics, tank tops, off-the-shoulder or strapless tops, or tops that expose the shoulders, midriff, cleavage, or back.
- **Footwear:** Must be closed toe for safety reasons. Heels should not exceed 2 inches. Flip-flops, slippers, pool shoes, and backless shoes are not allowed. (does not apply to business office)
- **Accessories:** No hoop earrings or long, dangling jewelry due to safety concerns.
- **Nails:** Fingernails must not exceed 1 inch in length to maintain hygiene and safety standards.
- **Hair:** Must be clean, combed, and neatly arranged. Dyed hair must be a color typical of natural human hair (e.g., black, brown, blonde, auburn). Unnatural colors such as green, blue, or purple are not permitted.
- **Head Wear:** Hats, caps, beanies, hoods, and other non-religious head coverings are not permitted while on duty unless required for safety, approved as part of a specific work assignment, or provided as part of a Kulanu uniform. Religious head coverings and approved reasonable accommodation are permitted.

**Reasonable Accommodations**

Kulanu respects and supports reasonable accommodations for religious practices, disabilities, or other legally protected reasons, including, for example, for employees who believe that any of the above standards regarding hair would implicate a Protected Characteristic. Kulanu may require and maintain documentation to support the need for a reasonable accommodation to comply with this policy, to the extent permitted by applicable laws. For more information, please refer to Kulanu's Reasonable Accommodations Policy.

**Enforcement**

Employees who report to work dressed inappropriately may be sent home without pay and instructed to return in proper attire. Repeated violations may result in disciplinary action.

**Legal Compliance**

This policy is not intended to interfere with any rights protected under federal, state, or local law, including rights under **Section 7 of the National Labor Relations Act**.

***Work Areas***

All employees are expected to remain in their assigned work areas and with the individuals under their supervision until they have been properly transitioned or picked up by their designated guardian or responsible party. This ensures safety, well-being, and continuity of care for all students, clients, and participants.

***Substitutes***

To ensure that every Kulanu student, client, and participant receives continuous, consistent, and uninterrupted services and care, Kulanu may ask an employee to cover or fill-in for another service or program if such service or program is understaffed for a day or a certain period of time during the day. Accordingly, all employees, including specialists, are expected to fill-in when requested.

## IX. Internal Transfers

When a position is open within Kulanu, you may have the opportunity to transfer to this position. However, internal transfers are not guaranteed.

Division Leaders overseeing an internal transfer are required to discuss the potential transfer of an employee with the employee's current Division Leader prior to making any decisions. Kulanu retains sole discretion in determining whether to grant or reject a request for an internal transfer.

If you find a position of interest on Kulanu's website and meet the eligibility requirements, an application must be completed to be considered for the position. Kulanu reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously. Upon notifying your supervisor of your interest in an internal transfer, your supervisor may provide you with a list of available job vacancies, or your supervisor may refer you to the HR Team. For

any 10-month employee, applications for open, internal positions will only be accepted during the months of April, May, and June.

## X. Employment References from Kulanu

The HR Team is solely authorized to respond to reference check inquiries from prospective employers. Accordingly, all reference requests must be in writing and directed to the HR Team. It is Kulanu's policy to only confirm the dates of employment for a former employee, and the employee's last held position at Kulanu. Kulanu will not provide any further comment, whether positive or negative.

## XI. Personnel Files

It is the responsibility of each employee to promptly notify the HR Team of any changes that should be reflected in their personnel file (e.g., changes to legal name, address, telephone number), emergency contact information, and information which may affect your benefits (e.g., change in marital status or number of dependents, but only if such information is relevant for benefits purposes).

Falsification of any Kulanu records, including personnel files, may result in discipline, up to and including termination of employment.

## XII. Employee Performance

***Initial Evaluation Period***

Newly hired employees will be subject to a 90-day initial evaluation period and receive a performance evaluation upon completing this 90-day period. The 90-day period is intended to provide you with an initial assessment of your strengths and weaknesses at Kulanu, and to help establish early benchmarks. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

***Performance Evaluation***

Direct care personnel and educational/clinical staff will generally receive performance evaluations twice annually, while business office and administrative personnel will generally receive performance evaluations once annually, unless Kulanu determines, in its sole discretion, that additional reviews are warranted for any reason. The purpose of these performance reviews is to start a dialogue between an employee and their supervisor regarding the employee's performance.

During a review, the supervisor may discuss the employee's performance, define the employee's goals for the upcoming year, outline the employee's strengths, outline areas needing improvement, among other things. An employee's performance, strengths, and weaknesses may change throughout the year. Accordingly, Kulanu encourages employees and supervisors to regularly discuss the aforementioned items on an informal basis, outside of the formal review process. All performance evaluations forms will be kept in your personnel file.

***Educational Credentials, Degrees, Certifications and Compensation Adjustments***

Kulanu Academy values and supports employees who pursue professional growth and continuing education. However, completion of a degree, certification, license, credential, or other educational program does not automatically entitle an employee to a salary increase, stipend, reimbursement, promotion, title change, or other adjustment to compensation.

Employees who are pursuing an educational degree, certification, license, or credential with the expectation that it may result in additional compensation, advancement, or a change in position must obtain written approval from Human Resources and Administration prior to beginning the program or incurring expenses.

Approval will be considered based on factors including, but not limited to:

- Relevance of the degree, credential, or certification to the employee's current position or an identified organizational need;
- Accreditation and recognition of the educational institution or credentialing body;
- Organizational budget and available funding;
- Employee performance and standing;
- Applicable regulatory, licensing, or contractual requirements; and
- The needs of Kulanu Academy.

Employees who begin or complete a degree, certification, license, or credential without prior written approval should not assume that Kulanu Academy will provide reimbursement, additional compensation, a promotion, or any other employment benefit as a result.

Any approved compensation adjustment, reimbursement, stipend, title change, or promotion must be documented in writing by Human Resources and/or Administration.

All decisions under this policy will be made in accordance with Kulanu Academy's Equal Employment Opportunity and Anti-Discrimination policies and applicable law

## XIII. Attendance Policy

***Punctuality and Attendance***

At Kulanu, we're committed to providing continuous, consistent, and high-quality services to our students, clients, and participants. To help us achieve this, regular attendance and punctuality are essential. Unplanned absences or repeated tardiness can disrupt our operations and affect the care and support we offer.

We understand that unexpected delays can happen. If you anticipate being late for your scheduled shift, contact your supervisor or Division Leader as soon as possible via the preferred method of

contact provided to you during orientation. Let them know when you expect to arrive, the reason for the delay, any urgent or incomplete tasks that may need immediate attention, and the best way to reach you. Whenever possible, this notice should be provided at least 1 hour before your shift starts. If that's not feasible, please communicate as soon as you can. If you're unable to speak (voice to voice) directly with someone, you may send a text or email, but be sure to confirm that your message has been received.

For medical-related absences that are foreseeable, such as medical appointments, employees should make every effort to schedule such appointments outside of their regularly scheduled shifts. If that is not possible, employees should provide at least 2 weeks' notice to their Division Leader. If advance notice is not possible, for example, if an employee becomes suddenly ill, or if there is a medical emergency or other urgent situation, such an employee must provide as much advance notice as is practicable to their supervisor or Division Leader via the preferred method of contact provided to you during orientation. After notifying your supervisor or Division Leader, please put in a time off request via UKG as soon as you are able to do so. Failure to notify your supervisor that you will be absent and subsequently not showing up to work may result in a loss of pay for the day missed. Employees seeking to use their available unused vacation, sick time, or other paid time off for an absence should refer to the Kulanu's leave policies set forth below in this Policy and Procedures Manual for the requirements specific to the applicable leave type, such as notice and usage requirements. Kulanu reserves the right to apply your available unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law.

An employee who is absent from work for three (3) or more consecutive workdays, without explanation or excuse satisfactory to Kulanu, will be deemed to have abandoned their jobs, to the extent permitted by applicable law. Absences for three (3) or more consecutive workdays for medical reasons will be required to provide documentation from a medical provider verifying that the 3-day absence was due to an illness and confirming the safety of the employee's return to the extent permitted by law. The documentation is to ensure the safe return to responsibilities with participants. This does not ensure a paid leave unless the employee's absence is covered by any available paid leave and the employee has complied with any requirements for using such leave. Employees should refer to Kulanu's paid leave policies set forth below in this Policy and Procedures Manual for information on the available types of paid leave and any applicable requirements and procedures for using such leave.

If you are absent the day before or the day after a designated holiday without prior approval from your Division Leader and without providing a satisfactory reason or documentation upon your return, you may be double docked for that absence, meaning two PTO days will be deducted from your available PTO to the extent permitted by applicable law. To ensure continuity of care and programming, this policy on double docking PTO applies specifically to direct care and educational/clinical personnel.

## XIV. Holidays

Kulanu observes certain holidays during the year. Each Division's calendar will note which holidays are observed by the Division. If an observed holiday falls during your paid absence, such a day will not be deducted from your PTO bank.

To ensure continuity of care and consistent support for the individuals we serve, all direct care, and educational/clinical personnel are expected to be present on the workday immediately before and after a recognized holiday.

As outlined in the Paid Time Off (PTO) Policy, if an employee in one of these roles requests PTO for the day before or the day after a holiday, and the request is approved, one day of PTO will be counted as two days of PTO, unless the absence falls under the limited exceptions defined in the PTO policy.

This requirement does not apply to administrative or business office personnel, whose schedules may allow for greater flexibility based on departmental needs and responsibilities.

At Kulanu's discretion, individual offices or departments may be open, or certain employees may be required to work on some holidays. Your immediate supervisor or the Division Leader will communicate any adjustments to the schedule with you.

## XV. Paid Time Off

Paid Time Off ("**PTO**") is time available to employees that they may use for any reason, such as illness or a paid personal day, or any other reason available under the New York State Paid Sick and Safe Leave Law ("NYPSSL Law"). All full-time employees will receive at least 56 hours of PTO per year pursuant to the NYPSSL Law, although some employees may receive more than 56 hours. PTO for part-time employees will be adjusted based on anticipated work hours for the year, as set forth below. To see the specific amount of PTO you will receive for the year and how it accrues, please refer to your Offer Letter with Kulanu. Employees may use PTO subject to the terms of their Offer Letter and the following conditions:

- **Employees Who Accrue PTO**: If your Offer Letter indicates that you will accrue PTO over the course of the year, such time will accrue at a rate of at least one (1) hour for every thirty (30) hours worked, up to the amount outlined in your Offer Letter or 56 hours, whichever is greater.

- **Employees Whose PTO is Frontloaded**: If your Offer Letter does not indicate that you will accrue PTO over the course of the year, at the beginning of each year you will receive the full amount of PTO outlined in your Offer Letter or 56 hours, whichever is greater. The total amount of PTO for part-time employees will be based on the total hours you are anticipated to work for the year, calculated at the accrual rate of one (1) hour for every thirty (30) anticipated hours, up to a maximum of 56 hours, unless your Offer Letter provides for a greater amount. Part-time employees who work more than their anticipated hours and did not receive 56 hours of PTO at the beginning of the year may be entitled to accrue additional PTO under the NYPSSL Law.

- An employee may use accrued, unused PTO up through the end of the fiscal year.

- In line with the NYPSSL Law, employees may carry over unused, accrued PTO into the next fiscal year. However, each employee can use no more than the greater of 56 hours or the total amount of PTO listed in their Offer Letter in a single year—regardless of how much PTO they carry over.

- An employee who uses PTO the day prior, or subsequent, to a holiday observed by Kulanu must receive prior approval from their immediate supervisor or the Division Leader. Further, employees hereby acknowledge and understand that it is Kulanu's policy that if an employee requests to use one day of PTO the day before or immediately after a holiday observed by Kulanu, **two days** of PTO will be deducted, consistent with applicable law. An employee who requests to use two days of PTO the day before or immediately after a holiday observed by Kulanu will have **four days** of PTO deducted. However, if the reason for requesting PTO falls within one of the permitted NYPSSL uses and the employee has NYPSSL time available, the use of PTO for such reason will not be subject to the deductions outlined in this paragraph. Nothing in this paragraph is intended to diminish employees' leave entitlements under applicable laws. Kulanu reserves the right to request documentation supporting the need for NYPSSL in accordance with the NYPSSL Law. If Kulanu determines that an employee has lied about needing PTO for a NYPSSL reason, the employee's PTO will be reduced in accordance with this paragraph and they may be subject to other discipline, up to and including termination.

- An employee who requests to use PTO on a certain day or days, has such request denied, and is still absent on that day/those days, will have two days of PTO deducted per absent day, unless the employee is able to provide a satisfactory reason for such absence (for example, a medical emergency) and supporting documentation (medical note or medical bill), to the extent permitted by appliable law (including the NYPSSL Law's requirements on requests for documentation).

- Unused, accrued PTO days are not paid out upon termination, regardless of whether such termination is voluntary or involuntary, except as otherwise provided under applicable law.

If an employee exhausts their PTO and is absent, unless the employee can provide a satisfactory reason or excuse (for example, a medical emergency), the employee will be subject to discipline, up to and including termination of employment. Employees may be eligible to request time-off under another leave policy in this Policy and Procedure Manual or request a reasonable accommodation in the form of additional unpaid time-off, if eligible.

If the use of PTO is foreseeable (for example, personal leave), employees must provide at least 7 calendar days' notice prior to using PTO. The notice must be provided to their immediate supervisor or, if their supervisor is not available, the Division Leader. If the need to use PTO is not foreseeable (for example, an unexpected illness), the employee must provide notice as soon as is practicable to their immediate supervisor or the Division Leader.

If you are absent from work for three or more consecutive scheduled workdays due to illness, to ensure the health and safety of other employees and Kulanu students, clients, and participants, you will be required to provide documentation from your medical provider upon returning to work verifying that you are able to safely resume your normal work responsibilities to the extent permitted by applicable law (including the NYSPSSL Law).

PTO is not accrued during PFL/FMLA/Disability/Workers Compensation or a paid or unpaid leave of absence, unless otherwise required under an applicable law.

If you are unsure about how many PTO days you have available and/or how many you have used, contact the HR Team.

## XVI. Family Leave

***Paid Family Leave***

Kulanu provides eligible employees with Paid Family Leave, subject to the requirements of the New York Paid Family Leave Law (the "**PFLL**"). Under the PFLL, employees are entitled to paid, job-protected leave under certain circumstances. If you have any questions about Paid Family Leave ("**PFL**"), notify the HR Team.

**Eligibility for Paid Family Leave**

A full-time employee who works on average 20 or more hours per week, and who has worked at Kulanu for at least 26 weeks, is eligible to apply for PFL.

For part-time employees who work on average fewer than 20 hours per week, they are eligible to apply for PFL after working at least 175 days at Kulanu.

Certain employees are not eligible for PFL, including: (i) employees receiving disability benefits under New York's Disability Benefits Law, (ii) employees on administrative leave, (iii) employees receiving unemployment insurance benefits, and (iv) employees not entitled to leave under Section 205 of the Law.

Immigration status does not affect an employee's eligibility for PFL.

**Employee Contribution**

PFL is funded through employee contributions made through payroll deductions, which are based on a percentage of the employee's average weekly wage.

If, based on your regular work schedule, you do not expect to work long enough to qualify for PFL (see Eligibility above), you may opt out of the PFL contributions by completing a waiver of benefits form. By completing this form, you will not contribute to PFL through payroll deductions, and you will not be eligible to take PFL. The waiver form is available by contacting the HR Team.

If your regular work schedule changes such that you become eligible for PFL, the waiver will be automatically revoked, and you will be responsible for paying any required PFL contributions measured from your first day of employment.

**Benefits of Paid Family Leave**

Eligible employees are entitled to 12 weeks of PFL in a 52-week period at 67% of your average weekly wage ("AWW"), capped at 67% of the New York State AWW. Your AWW is the average of your last 8 weeks of pay prior to starting PFL.

This 52-week period is measured by looking back 52-weeks from the first day of an employee's requested start date for PFL. PFL benefits are paid for directly by Kulanu's PFL insurance carrier.

Upon returning from PFL, employees have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by applicable law.

Employees are protected from discrimination and retaliation for utilizing PFL.

**Paid Family Leave Purposes**

Eligible employees may take PFL for the following reasons:

- To bond with the employee's child during the first twelve months after the child's birth, adoption, or foster care placement.

- To care for a covered family member (child or stepchild, parent or stepparent or parent-in-law, grandparent, grandchild, spouse, domestic partner, or biological, adopted, step or half-siblings) with a serious health condition as defined in the PFLL.

- To assist with family situations due to any qualifying exigencies arising out of the fact that your spouse, domestic partner, child, or parent is on or called to active service in a foreign country (or has been notified of an impending call or order to active service in a foreign country).

An eligible employee may not use PFL for his or her own serious health condition, including pre-natal needs or conditions, or qualifying military event. Spouses who are both employed by Kulanu and both eligible for PFL are prohibited from using PFL at the same time for the same covered family member with a serious health condition or to bond with a newborn or newly adopted or placed child.

**Requesting Paid Family Leave**

Employees whose need for PFL is foreseeable must provide Kulanu with at least 30 calendar days' prior written notice of the need for PFL. Where the need for leave is not foreseeable, employees are expected to notify Kulanu as soon as practicable of their need for leave, depending on the facts and circumstances of the qualifying event. Employees taking intermittent family leave must provide notice no less than 3 days prior to the dates required, if possible. If such advance notice is not possible, employees must give notice as soon as practicable before the day of intermittent leave. To ensure proper communication and processing, employees must also enter the PFL request into UKG to inform their supervisor and the HR Team. Submitting notice of the need for PFL into UKG is ***not*** a request for PFL benefits. Employees must still submit a request, with all necessary forms and documents, to Kulanu's insurance carrier for processing as set forth in the next paragraph. The insurance carrier is responsible for approving or denying PFL benefits. Failure to provide advance notice may result in a delay of PFL, depending on the particular facts and circumstances.

**Approval or Denial of Paid Family Leave**

Employees must provide completed claim forms, along with the necessary certifications and/or documentation, to the insurance carrier for processing within 30 days of the first day of their PFL. The carrier is then responsible for approving or denying benefit payments. Within 18 days of filing a complete claim package or your first day of leave, whichever is later, the insurance carrier will either: (1) approve of the requested leave; or (2) deny the claim and provide you with an explanation of the denial. Failure to provide the necessary documentation may result in a delay in the approval of, or a denial of, the employee's request.

**Intermittent and Reduced Schedule Leave**

PFL may be taken intermittently (in separate, intermittent blocks of weeks or full days). An employee requesting intermittent leave must advise Kulanu and its insurance carrier of the estimated frequency and duration of the intermittent leave at the time PFL is requested. If the specific dates for intermittent leave are not specified on the employee's request for PFL, the employee must provide notice and submit a request to Kulanu and its insurance carrier in accordance with the timing requirements set forth above.

**Medical Benefits During Paid Family Leave**

For employees enrolled in Kulanu's health insurance plans, during approved PFL, Kulanu will maintain employee health benefits as if the employee is still actively employed.

Employees must continue to pay their portion of the health care premiums by check mailed to the Business Office no later than seven days before the end of each month. Health care coverage will cease if an employee's premium payment is more than 30 days late. If a payment is more than 15 days late, Kulanu will send a letter notifying the employee that payment is late. If we do not receive the premium payment within 15 days after the date of the notification letter, health insurance coverage may cease.

**FMLA and Paid Family Leave**

An employee who takes PFL for a reason that also qualifies for leave under FMLA (see below) will have both leaves run concurrently. Kulanu will notify employees who are on approved PFL that such leave also qualifies as FMLA leave and, accordingly, that such leave will also be deducted from their FMLA leave bank.

**Substitution of Other Leave for Paid Family Leave**

An employee who has any accrued, unused paid time off, such as paid vacation or other paid personal leave, may ***choose*** to use such accrued time off to supplement PFL benefits for part or all of the requested leave so that they may receive full compensation during the leave period.

For the avoidance of doubt, the substitution of paid time off for PFL does not extend the 12 weeks of the PFL period but rather runs concurrently during the PFL period until it is paid out and exhausted.

In no case will the use of paid time off to supplement PFL benefits result in the receipt of more than 100% of an employee's wages for that period.

***Other Available Leave for Pregnancy-Related Disability***

In addition to PFL, an employee who is pregnant or who has a pregnancy-related medical condition may also be eligible for leave under the Family and Medical Leave Act, as a reasonable accommodation, or pursuant to the terms of Kulanu's short-term disability policy. Employees may not use PFL and short-term disability leave at the same time, however eligible employees may choose how they want to use both benefits.

***Family and Medical Leave Act***

Kulanu provides eligible employees with protected, ***unpaid*** leave as required under the federal Family and Medical Leave Act (the "**FMLA**").

**Eligibility**

To qualify for FMLA leave, an employee must work for Kulanu for at least 12 months and work at least 1,250 hours in the 12 months immediately preceding the requested start day of FMLA leave.

**Benefits of FMLA Leave**

An eligible employee may use up to 12 or 26 weeks of family or medical leave within a 12-month period. The 12-month period is measured by counting backwards from the requested dates for FMLA leave.

While an employee is on FMLA leave, Kulanu will maintain that employee's medical insurance coverage at the same level and under the same circumstances as when that employee was actively working (see Medical and Other Benefits).

Upon returning from approved FMLA leave, employees have the right to be restored to the same job or an equivalent position, subject to the terms, limitations and exceptions provided by applicable law. Kulanu may deny certain "key" employees' (as defined under applicable law) reinstatement if such denial is necessary to prevent substantial and serious economic injury to Kulanu's operations. Kulanu will notify employees if it intends to deny reinstatement, and of their rights in such instances.

**Amount of FMLA Leave**

12 Weeks of Unpaid FMLA Leave for Family and Medical Leave

Eligible employees may take up to 12 weeks of unpaid FMLA leave in a 12-month period for the following reasons:

- To care for their newly born, adopted, or fostered child (within the first 12 months of such child's birth, adoption, or fostering).

- To care for their spouse, child, or parent (including persons who held a parental role over the employee and raised such employee when they were a child) with a serious health condition (as that term is defined by applicable law).

- To care for an employee's own serious health condition, which renders that employee unable to perform any of the essential functions of their position; or

- When a qualifying exigency (as that term is defined by applicable law) calls or orders a spouse, child, or parent to covered active duty, or when they have been notified of an impending call or order to covered active duty.

26 Weeks of Unpaid FMLA Leave in Military Caregiver Situations

Employees may take up to 26 weeks of unpaid FMLA leave in a single 12-month period to care for a spouse, son, daughter or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service ("**Military Caregiver Leave**"). Military Caregiver Leave, when combined with all other FMLA leave, may not exceed a combined total of 26 weeks in a single 12-month period.

Spousal Sharing of FMLA Leave

Spouses who are both employed by Kulanu and eligible for FMLA leave may be limited to a combined total of 12 weeks of leave during the 12-month period if leave is requested:

- For the birth of a child.

- For the placement of a child with the employee for adoption or foster care; or

- To care for an employee's parent with a serious health condition.

Spouses who are both employed by Kulanu and eligible for FMLA leave may be limited to a combined total of 26 weeks of leave during the 12-month period if leave is requested for Military Caregiver Leave.

**Requesting FMLA Leave**

Providing Notice of FMLA Leave

Employees whose need for FMLA leave is foreseeable must provide Kulanu with at least 30 calendar days' prior written notice of the need for FMLA leave. Such notice must be provided to the HR Team. If 30 calendar days' notice is not possible, employees must provide written notice as soon as is practicable (generally, within one to two business days of learning of your need for FMLA leave). Failure to provide such notice may result in a delay of FMLA leave, depending on the particular facts and circumstances.

If an employee is planning a medical treatment or a series of treatments that would qualify for FMLA leave or is taking Military Caregiver Leave, the employee must notify the HR Team

regarding the dates of such treatment to arrange a schedule that best suits the needs of both the employee or the covered military member, and Kulanu.

**Certification of Need for FMLA Leave**

If an employee requests FMLA leave because of that employee's serious health condition, because of the serious health condition of a covered family member, or for Military Caregiver Leave, the employee must provide medical certification from a health care provider verifying that leave is needed for a serious health condition, or serious injury or illness. This medical certification must be provided to the HR Team within 15 days after the employee initially requests FMLA leave. Failure to provide requested medical certification in a timely manner may result in delay or denial of FMLA-covered leave until it is provided.

Kulanu may, at its expense, require an examination by a second health care provider designated by Kulanu. If the second health care provider's opinion conflicts with the original medical certification, Kulanu, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Kulanu may also require subsequent medical recertification while the employee is on FMLA leave.

Failure to provide requested additional recertifications within 15 calendar days of receiving a request from Kulanu may result in delay of further leave until it is provided, unless the employee is able to provide a satisfactory excuse or reason for the delay.

**Reporting While on FMLA Leave**

If an employee takes leave because of that employee's own serious health condition or to care for a covered relative, that employee must contact Kulanu by phone or email at least once every two weeks regarding the status of the condition and the employee's intention to return to work. In addition, employees must give notice of any changes in the requested leave as soon as practicable (preferably within two business days) if the start and end dates of leave change, are extended, or were initially unknown.

**Substitution of Other Leave**

Remember, FMLA leave is unpaid, however, an employee who takes FMLA leave and who has any accrued, unused paid time off must, in most cases, use such paid time off concurrently with the FMLA leave. However, exceptions may apply where an employee elects or is required to use paid family or medical leave available under a New York State ("State") paid leave program (e.g., New York Paid Family Leave) for a reason covered by the FMLA, which will be designated as FMLA leave. During the portion of such leave that the employee is receiving pay from the State program, the employee may not concurrently use Kulanu-provided paid leave (e.g., vacation or personal time) except as follows:

- Where the leave provided under the State program provides employees with only partial compensation of their wages, the employee may use accrued Kulanu-provided paid leave to supplement the amount paid under the State program such that the employee receives full pay during such time, to the extent permitted by law; and

- Where the employee's leave under a State paid family or medical leave program ends before the employee has exhausted their full FMLA leave entitlement, the employee is required to use all accrued Kulanu-provided paid leave as part of the remainder of their FMLA leave.

For the avoidance of doubt, use of accrued, unused paid time off for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA leave period but rather runs concurrently during the FMLA leave period until it is paid out and exhausted. In no case can the substitution of paid leave for unpaid FMLA leave result in the receipt of more than 100% of an employee's wages for that period.

**Medical and Other Benefits During FMLA Leave**

During approved FMLA leave, Kulanu will maintain an employee's medical and dental benefits as if they are still actively employed. During any periods in which paid leave is used during FMLA leave, Kulanu will continue to deduct the employee's portion of the medical and dental insurance premium, if any, as a regular payroll deduction from the leave payments. If FMLA leave is unpaid, employees must continue paying their portion of the premiums by mailing a check to the Payroll Department no later than seven days before the end of each month. An employee may lose coverage if the payment is more than 30 days late. If a payment is more than 15 days late, Kulanu will send you a letter notifying you of the late payment.

If an employee elects not to return to work, and does not return to work for at least 30 calendar days after the agreed-upon return date, such employee will be required, to the extent permitted by applicable law, to reimburse Kulanu for the cost of the medical and dental insurance premiums paid by Kulanu for maintaining coverage during the FMLA leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond their control. Contact the HR Team if you have any questions regarding medical benefits during FMLA leave.

**Intermittent and Reduced Schedule Leave**

If medically necessary, FMLA leave may be taken intermittently (in separate, intermittent blocks of time) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If an employee requests intermittent leave or a reduced leave schedule, Kulanu will discuss with the employee whether intermittent or reduced leave unduly disrupts, or risks unduly disrupting, Kulanu's operations, and whether such type of leave could be verified by the employee's health care provider. Further, Kulanu may, to the extent permitted by applicable law, reduce a salaried employee's compensation based on the amount of time actually worked. In addition, while an employee is on an intermittent leave or reduced schedule leave, Kulanu may, in its discretion, temporarily transfer that employee to an available alternative position with equivalent pay and benefits that better accommodates the employee's reduced or intermittent leave schedule.

**Returning From Leave**

If an employee takes FMLA leave, other than intermittent leave or reduced schedule leave, because of their own serious health condition, that employee is required to provide to Kulanu with medical certification verifying that they are fit to resume work. Employees will not be permitted to resume work until such certification is provided.

## XVII. Other Types of Leave

Kulanu also provides employees with the following types of leave, to the extent required by applicable law:

- ***Bereavement Leave***

In the event of the death of an employee's spouse or domestic partner, child, parent, or sibling, Kulanu will provide such employee with up to 5 consecutive paid workdays of bereavement leave as needed to grieve or attend services. In the event of the death of an in-law or grandparent, Kulanu will provide 3 consecutive paid workdays of bereavement leave. At Kulanu's discretion, additional time may be taken as unpaid personal leave, depending on the circumstances. An employee who would like to use bereavement leave must request the time immediately in UKG to notify their supervisor, the Division Leader and the HR Team.

Kulanu reserves the right to request supporting documentation relating to any bereavement request.

- ***Prenatal Leave***

Kulanu provides pregnant employees with 20 hours of paid prenatal leave during any 52-week calendar period to receive health care services during their pregnancy or related to their pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with health care providers related to their pregnancy. Employees may take this paid leave in hourly increments. Employees will receive compensation for paid prenatal leave at the employee's regular rate of pay. Employees will not be compensated for unused paid prenatal leave upon the employee's termination, resignation, retirement, or other separation from employment. Unused paid prenatal leave also cannot be carried over from one 52-week period to the next.

If the need to use paid prenatal leave is foreseeable, you must provide reasonable advance notice of your intention to use such leave. If the need for paid prenatal leave is not foreseeable, you must provide notice to your supervisor or Division Leader as soon as practicable.

Paid prenatal leave may only be used by the employee directly receiving prenatal healthcare services during pregnancy. Family members or other persons may not use this leave to attend prenatal appointments. Paid prenatal leave does not apply to postnatal or postpartum appointments.

- ***Jury Duty Leave***

Employees will be granted a leave of absence so they can fulfill their legal obligation of jury service. Employees are required to give reasonable advance notice of their obligation to serve via

request on UKG to notify their supervisor and the HR Team. Hourly employees will be paid the first $40.00 of their daily wage for the first three days of jury service. After that, hourly employees will not be paid while serving on a jury except to the extent that they perform any work.

Salaried employees will continue to receive their full salary during jury service unless the employee performs no work for an entire workweek, in which case Kulanu may not pay the employee their salary for that workweek, unless prohibited by applicable law. Kulanu reserves the right to offset from an employee's salary any amounts received by the employee as payment for jury service.

Should you be excused early from jury duty, you are required to contact your supervisor or the Division Leader to determine whether you should report to work for that day.

Upon your return to work from jury duty service, you must provide court-issued proof of service to your immediate supervisor and the HR Team. Failure to provide this proof may result in discipline, up to and including termination.

- ***Victim or Witness Leave:*** Employees may request Victim or Witness Leave if they are:
    - A victim of a crime.
    - Required to attend a criminal proceeding as a witness.
    - Next of kin of a victim who is deceased as a result of a crime or violation.
    - A victim's representative.
    - Acting as a "Good Samaritan" as that term is defined under the New York Executive Law.
    - Filing for or enforcing an order of protection.

Victim or Witness Leave may only be used by an employee who is:

- Giving a victim-impact statement at a pre-sentencing hearing, sentencing hearing, or before a parole board hearing.
- Appearing as a witness.
- Consulting with a district attorney; or
- Exercising other rights under New York's criminal procedure law, Family Court Act, or executive law.

Employees should provide their supervisor or Division Leader with at least **one day's notice** prior to taking any leave under this policy, however, employees are encouraged to provide as much advance notice as possible. To avoid any confusion, this policy does not apply to an employee who is charged with committing a crime.

- ***Voting Leave:*** Kulanu shift times should generally give employees who are registered voters sufficient time (i.e., 4 consecutive hours) to vote before their shift begins or after their shift ends and employees are expected to vote during those times. If there are any concerns regarding availability, please speak to your supervisor no later than 2 days before the election.
- ***Blood Donation Leave:*** Kulanu provides employees who work on average at least 20 hours per workweek with up to 3 hours of unpaid leave per calendar year to donate blood. These employees may also take unpaid time off to donate bone marrow, up to a maximum of 24 work hours. Employees must provide as much advance notice as possible of the need to take leave under this section, but no less than **3 days' notice** for blood donation leave and at least **24 hours' notice** prior to taking time off to make a bone marrow donation, unless there are emergent circumstances. Employees must provide proof of blood donation, or a good-faith effort at blood donation, from the blood bank upon returning to work. Employees must provide physician verification of bone marrow donations upon returning to work.
- ***Military Leave:*** Kulanu provides eligible employees with time off or leave for qualifying military purposes, as required under state and federal law. Contact the Corporate Compliance Officer as soon as you anticipate or know that you may need time off or leave for military service purposes.
- ***Military Spouse Leave:*** An employee who works at least 20 hours per workweek and is a spouse of an active military member who was deployed for a military conflict to a combat zone, will be provided with up to 10 (ten) days of unpaid leave when the active military member is on leave and returned home. Employees should provide their immediate supervisor or Division Leader with as much notice as possible prior to taking military spouse leave.

Any employee who requests to use, or uses, any of the above types of leave will not be subject to retaliation because of their request or use of such leave. If you believe you have been retaliated against, immediately contact the HR Team.

## XVIII. Reasonable Accommodations

Kulanu offers accommodation for a variety of reasons. All accommodation requests must be directed to the HR Team.

### *Disability Accommodation*

Kulanu is committed to providing equal employment opportunities for qualified individuals with disabilities. To that end, Kulanu will provide qualified, disabled applicants and employees with reasonable accommodations, so long as doing so does not cause an undue hardship for Kulanu.

Upon receiving an accommodation request, Kulanu will engage in an interactive dialogue with you to determine what, if any, accommodation(s) are reasonable under the circumstances. If such an accommodation is possible and will not impose undue hardship upon Kulanu, Kulanu will make the accommodation. As part of this interactive process, you may be asked for your input regarding the functional limitations of your disability, as well as your opinion concerning the kind of accommodation that would enable you to perform the essential functions of your job.

Kulanu may also ask you to provide additional information from your physician or other medical professionals (to the extent permitted by law) to better understand how your disability affects your ability to perform the essential functions of your job.

***Religious Accommodations***

Kulanu respects its employees' sincerely held religious, ethical, and moral beliefs. Accordingly, it will provide reasonable accommodations to observant applicants and employees in accordance with applicable law.

***Accommodations for Victims of Domestic Violence***

Kulanu provides reasonable accommodations to employees who are victims of domestic violence, sex offenses, or stalking, so long as doing so does not cause an undue hardship for Kulanu.

Reasonable accommodations for victims of domestic violence vary depending on the particular facts and circumstances. However, some examples may include flexibility in departure and arrival times so employees may receive counseling, or permitting employees time off to attend court, to petition for an order of protection, or to recover from injuries. Leave taken under this policy that is also covered by New York Paid Sick and Safe Leave ("PSSL") will run concurrently with, and count toward, an employee's available PSSL. Any additional leave taken under this policy will be unpaid, unless otherwise required by applicable law or permitted by a policy in this Policy and Procedure Manual.

***Accommodations for Pregnancy***

Kulanu provides reasonable accommodations for an applicant's or employee's pregnancy, childbirth, and related medical conditions, including lactation, so long as doing so does not cause an undue hardship for Kulanu.

***Breaks for Nursing Mothers***

Kulanu provides nursing mothers with paid breaks of 30 minutes each time they have a reasonable need to express breast milk, for up to three years following the child's birth. Any additional break time in excess of 30 minutes shall be unpaid to the extent permitted by law, except that an employee may use any paid meal or other paid rest periods already provided to the employee for lactation purposes. Upon written request, Kulanu will designate a private area, that is not a restroom, for such purposes. Employees should submit their request to the HR Team as soon as they know they may require breaks for expressing breast milk. The private area will be (i) in close proximity to the work area; (ii) well lit; (iii) shielded from view and free from intrusion from coworkers and the public; and (iv) include a chair, working surface, nearby access to clean running water and an electrical outlet.

Employees should consult Appendix B for additional information on this policy.

## XIX. Personal Assistance and Property

Some employees' job duties may require them to assist students, clients, or participants with activities of daily living ("**ADLs**"). ADLs may include helping an individual dress, use the bathroom, or engage in other activities that are private in nature. When assisting students, clients, or participants with ADLs that are private, employees must follow all guidelines established by Kulanu and all applicable laws. An employee with questions regarding the procedures for assisting students, clients, or participants with private ADLs should contact their immediate supervisor or the Division Leader.

If you are unsure how to address a private ADL and are unable to contact your supervisor or the Division Leader, you may ask another employee to assist or supervise you. At all times, however, employees must consider the individual's safety and emotional wellbeing. Therefore, remember to ask the student, client, or participant if they feel comfortable having that specific person present.

With respect to a student, client, or participant's property, employees may assist in packing or searching through their personal belongings to find an item (*e.g.* assisting an individual in packing their backpacks or locating their wallet or their keys). When assisting students, clients, and participants, remember, it is important to allow the individual the greatest amount of autonomy possible, considering their disabilities. Although not always practicable, we recommend you only assist students, clients, and participants with their personal property when other adult staff members are present.

Please note that Kulanu will make every attempt to respect any personal sensibilities of a staff member. However, the needs and interests of our students, clients, and participants are a priority and, therefore, employees whose essential job functions and responsibilities include assisting students, clients, and participants with ADLs must be available to assist when requested.

Employees who suspect or become aware of any violations of this policy, Kulanu's guidelines, or laws applicable to the subject matter herein must immediately report this to their immediate supervisor or the Division Leaders. Mandatory reports must comply with all applicable policies and laws. Kulanu prohibits retaliation against any employees who make such reports in good faith.

### ***Personal Property Damage***

On occasion, student/client behaviors can translate into aggression and/or physical contact with staff. We encourage staff not to wear dangling earrings, expensive necklaces or glasses, scarves or any other items of value that can be damaged or increase the risk of injury. We also discourage staff from sharing any personal electronic items such as Smart Phones or Tablets with those we serve. Kulanu is not financially responsible for any monetary damages caused to these items.

### ***Company Property***

Kulanu's property includes, by way of example, and without limitation, office supplies, desks, chairs, drawers, shelves, paper, ink, post its, binder clips, paper clips, printers, fax machines, scanners, phones, equipment, and all other property, items, and equipment owned or used by Kulanu or on Kulanu premises. Kulanu property is to be used only in a manner consistent with the performance of an employee's job duties and then only for the benefit of Kulanu. No Kulanu

property may be removed from the premises without prior authorization from the Division Leader. If you lose or damage any Kulanu property, report it to your immediate supervisor or your Division Leader. There will be no pay deductions or penalties for such loss or damage.

Theft or misappropriation of Kulanu property or engaging in intentional or reckless conduct that results in damage to Kulanu property, may result in disciplinary action, up to and including termination of employment, and/or legal action.

***Lost Key Policy***

If an employee loses a key, they must report it immediately to HR. There will be a $10.00 fee for any replacement key and $25 for a key fob.

Upon termination, whether voluntary or involuntary, or at any other time upon request from Kulanu, employees must return their key to the HR Team. Kulanu reserves all available legal rights and remedies it may have to recover the employee's key or the replacement key if the employee fails to return their key.

## XX. Internal Investigations

Occasionally, Kulanu conducts internal investigations. Employees must cooperate with any internal investigation. Further, employees must not tamper with, or fail to communicate to or share with Kulanu, any information that could be relevant.

Employees who make false or misleading statements in connection with an internal investigation, who fail to comply with any reasonable instructions made by Kulanu relating to an internal investigation, who engage in conduct that has the purpose or effect of misleading an investigator, or who bully, harass, or otherwise attempt to intimidate witnesses or other employees participating in the investigation, may be subject to discipline, up to and including termination of employment.

Kulanu also has a compelling interest in protecting the integrity of its internal investigations; protecting witnesses from harassment, intimidation, and retaliation; preventing the destruction or alteration of relevant evidence; ensuring that testimony is not fabricated; and preventing the concealment of any wrongdoing. To achieve these objectives, Kulanu may decide that, in some instances, it is necessary to conduct the internal investigation in strict confidence. In such instances, employees who fail to maintain such confidentiality may be subject to discipline, up to and including immediate termination of employment.

## XXI. Workplace Privacy

***No Reasonable Expectation of Privacy***

To ensure the safety of Kulanu employees, students, clients, and participants, and other persons on Kulanu premises, Kulanu monitors the use of any Kulanu Electronic Resource (as defined in this Policy and Procedure Manual), uses video and audio surveillance equipment in certain non-private areas of the building, and reserves the right to search any fixtures and property on Kulanu premises during an investigation, for legitimate business purposes, as determined by Kulanu in its sole discretion, or as otherwise permitted by law, with or without notice. Accordingly, employees have

no individual privacy rights—and, therefore, should have no reasonable expectation of privacy—in any desks, drawers, cupboards, closets, shelves, cabinets, fixtures, materials, instrumentalities, lockers, containers, Kulanu Electronic Resources, and other areas on Kulanu premises. Employees are required to cooperate in any such search conducted by Kulanu.

***Video and Audio Surveillance***

The purpose of this policy is to describe the use by Kulanu of video and audio recording equipment on our premises. The purpose of such recording equipment is to ensure the maximum degree of safety and security to our students, clients, participants, staff, and guests, and to create a professional development tool for staff.

Video recording cameras will be used in all public areas (such as, but not limited to, hallways, dining rooms, pool, the multi-purpose room, etc.), and any building that is considered part of the Kulanu buildings, e.g. all classrooms, therapy rooms, and all other areas used by Kulanu staff to provide services to Kulanu students, clients, and participants. Video recording cameras may also be used at sites controlled or owned by third parties that partner or work with, or provide services to Kulanu students, clients, or participants. Employees' expectations of privacy with respect to these locations are determined by applicable law.

Video recording will not be used in locations where private or confidential activities or functions are routinely carried out (for example, bathrooms, changing rooms, etc.).

It is Kulanu's policy to not release video surveillance footage to employees.

## XXII. Safety and Security

***Safety of Kulanu Students, Clients, and Participants***

The safety and security of Kulanu students, clients, and participants is paramount. Accordingly, certain incidents involving Kulanu students, clients, or participants must be immediately reported to your Division Leader or the Chief Program Officer (CPO).

This duty to notify applies to ***all*** employees with knowledge of any reportable incident involving a Kulanu student, client, or participant, including employees who witness the incident first-hand as well as employees who ***learn*** about such incidents. If you are unsure whether an incident must be reported, err on the side of caution and report it to your Division Leader and/or to the CPO.

Failure to notify Kulanu of an incident involving a Kulanu student, client, or participant may result in disciplinary action, up to and including termination of employment.

***Examples of Reportable Incidents***

- Any incident involving an injury to a Kulanu student, client, or participant which requires treatment by a licensed medical provider and/or the overnight admission to a hospital or emergency room for treatment or observation.

- Any incident involving physical violence towards a student, client, or participant (e.g., hitting, slapping, pinching, kicking, hurling, strangling, shoving, handling a student, client, or participant with more force than is reasonably necessary, and any other kind of physical contact which is not needed for the safety of the student, client, or participant and/or which causes them discomfort).

- Any incident involving sexual contact between a student, client, or participant and any employees, interns, consultants, contractors, or volunteers at Kulanu, or another student, client, or participant. Sexual contact generally includes the touching or fondling of the sexual or other body parts of an individual for the purpose of gratifying the sexual desire of either party, whether directly or through clothing, causing an individual to touch anyone else for the purpose of arousing or gratifying personal sexual desires, or forcing an individual to watch, listen to, or read material of a sexual nature.

- The use of verbal or nonverbal expressions to subject an individual with disabilities to ridicule, humiliation, scorn, contempt, or dehumanization, or which otherwise denigrates or socially stigmatizes the individual. Verbal or nonverbal expressions may include language, gestures, and the tone and volume of one's voice (e.g., excessive loudness, screaming or shouting).

- The use of an unpleasant or uncomfortable procedure to try to change the behavior of an individual with disabilities. An example of aversive conditioning is the withholding of food to modify an individual's behavior. Such procedures are considered abusive and may **never** be used at Kulanu.

- The use of time-out as a punishment is prohibited. Time out is the placement of an individual with disabilities alone in a room or area from which he or she cannot freely leave. However, **quiet time should not be confused with time-out**. Quiet time is a practice in which an individual who is experiencing stress or anxiety is accompanied by a staff member and taken away from an activity for a brief period of time to help the individual regain his/her composure. In removing the individual from the ongoing activity, the objective is to offer a changed environment in which the individual may calm down.

- Any incident involving a missing student, client, or participant.

- Any incident involving the unauthorized use of restraints must be immediately reported. Restraints include the act of limiting or controlling an individual's behavior through the use of any device which prevents the free movement of both arms or both legs or which totally immobilizes an individual. Restraints also include any medication which renders an individual unable to participate in activities.

- Any incident involving a medication error, regardless of whether the error appears to immediately affect the student, client, or participant, as sometimes adverse effects take a few hours or more to show. Medication errors include the failure to administer medication, incorrect dosages, overdoses, or the use of an incorrect route.

- Any incident involving a student, client, or participant that appears to be a crime.

- Any situation involving fire, smoke, flood, or another security or safety concern on a program site.

- If an accident occurs in a vehicle carrying Kulanu students, clients, or participants. Employees must also fill out an accident liability form after an accident occurs. Such forms are available by contacting the HR Team.

- Any other conduct that is prohibited by an individual's Individualized Educational Program (IEP), Life Plan or Staff Action Plan.

- **Importantly, any concerns related to Medicare/Medicaid must be immediately and directly reported to the CPO**.

If you are unsure whether an incident must be reported, it is better to err on the side of caution and report it to your Division Leader and/or to the CPO.

***Incidents Occurring in Another Agency***

Some Kulanu students, clients, or participants attend mainstream classes at other schools, and some Kulanu students, clients, and participants leave the premises to go to job sites. When Kulanu students, clients, and participants go to work or class at other agencies or organizations, and an incident occurs involving them, Kulanu employees who have knowledge of the incident must immediately notify their supervisor, the HR Team and the CPO.

***Security on Premises***

Please remember to carry your Kulanu identification badge, security card, and/or fob with you at all times, as it is needed to access Kulanu buildings and offices. Should you lose your identification badge, security card and/or fob, contact the HR Team immediately to receive a replacement.

Kulanu is not responsible for personal belongings brought on premises; you are responsible for your personal property and are expected to take appropriate precautions to ensure they are safe and secure.

Employees' personal belongings may be searched to ascertain ownership, or during any investigation by Kulanu into an incident of theft or other workplace misconduct. If you suspect theft of personal property, immediately report the incident to your supervisor or Division Leader. All items left unattended on Kulanu premises are subject to search and/or removal.

***Safe Work Environment; Reporting Unsafe Work Conditions***

Kulanu endeavors to provide a safe work environment for its employees, students, clients, and participants, and guests. Accordingly, employees should familiarize themselves with all workplace safety policies, practices, and rules, and are expected to exercise reason and caution, especially when interacting with Kulanu students, clients, and participants, some of whom require extra attention and care.

Employees must immediately report any unsafe work conditions and any injuries that occur at work to their supervisor and/or Division Leader, using the Safety Concern Form (Appendix F). If you are unable to contact your supervisor or Division Leader, report the unsafe condition or injury to the HR Team. Failure to report an unsafe condition or injury may result in disciplinary action.

### ***Maintaining A Clean, Secure Work Environment***

All employees are responsible for ensuring that Kulanu is always clean, neat, and organized. Accordingly, all employees should clean up any messes or spills they see, pick up and throw away trash in the appropriate trash receptacles, keep their desks organized, and clean up after themselves.

All employees must maintain a clean desk and ensure that any document containing sensitive information is properly secured in a desk. Therefore, if you know you will be away from your desk for an extended period, remember to lock and secure sensitive working documents by placing them in locked drawers, locking your office, and keeping them off your desk and out of sight.

### ***Smoke-Free Workplace***

To promote a safe and healthy work environment and in accordance with the New York State Clean Indoor Air Act, Kulanu maintains a smoke-free workplace.

Smoking is strictly prohibited at all times on Kulanu premises, both indoors and outdoors. This includes, but is not limited to, offices, conference rooms, bathrooms, kitchens, lunchrooms, entrances and exits, parking lots, sidewalks, surrounding Kulanu property, and company vehicles. This policy applies to all forms of smoking and smoking devices, including cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), vaporizers, vapes, and similar devices.

Employees who choose to smoke may only do so while off-duty and off Kulanu premises. Employees, visitors, contractors, and other individuals on Kulanu premises are expected to comply with this policy at all times. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

### ***Visitors in the Workplace***

All visitors must be authorized in advance by the Division Leader and/or Administration. Visitors must sign in at the reception area or main office and always be accompanied by a Kulanu employee.

Occasionally, visitors may be brought in to observe the services provided by Kulanu. Kulanu will attempt to provide advance notice prior to classroom visits, however such notice is not guaranteed.

Unauthorized visitors are children, relatives, former employees and pets who need authorization in writing by a Division Leader.

## XXIII. Anti-Discrimination and Harassment

Kulanu is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Therefore, Kulanu prohibits discrimination and all forms of unlawful harassment, including but not limited to sexual harassment. This zero-tolerance policy means that unlawful discriminatory or harassing conduct towards any Kulanu employee, student, client, participant, or guest, contractor, vendor, third party, or other person in our workplace (or in other settings in which employees may find themselves in connection with their employment) will not be tolerated. This includes conduct that occurs away from the workplace or through electronic means; for example, offsite at a Kulanu holiday party or through email, text messages, or the internet, such as on social media sites.

An employee who believes they have been subject to or has any knowledge of an incident of discrimination or harassment must report the incident to the HR Team using the Harassment complaint form (Appendix C). An employee determined to have violated this Policy will be subject to discipline up to and including termination of employment.

This policy applies to all employees, applicants for employment, and interns, whether paid or unpaid, and anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in Kulanu's workplace.

***Harassment Defined***

Harassment is a form of discrimination. Harassment is certain unwelcome conduct on the basis of an individual's membership in a Protected Category, including, but not limited to: derogatory or denigrating comments about; improper teasing, joking, or other conduct that has the purpose or effect of unreasonably interfering with an employee's work performance; and any other conduct and behavior that creates an intimidating, hostile, or offensive work environment.

***Sexual Harassment***

Sexual harassment is a form of employee misconduct and is strictly prohibited. Employees found to have engaged in sexual harassment, and supervisors found to have knowingly allowed such sexual harassment to occur, will be subject to discipline, up to and including termination.

Sexual harassment is a form of sex discrimination and is prohibited under Title VII and the New York State Human Rights Law. Sexual harassment includes harassment based on sex, sexual orientation, self-identified or perceived sex, and all forms of gender discrimination including gender expression, gender identity, transgender status, gender role stereotyping and treating employees differently because of their gender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature and can occur between any individuals, regardless of sex or gender. It includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of their gender identity or expression (perceived or actual) or sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment.

- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

Examples of sexual harassment may include, but are not limited to:

- Unwelcome sexual advances, flirtations, questions, comments, or propositions.
- Requests or demands for sexual favors, including when a spoken or implied quid pro quo for sexual favors is a benefit of employment or continued employment.
- Unwanted, offensive, or abusive physical contact or conduct of any kind, including touching, pinching, assault, brushing against the body, or blocking normal movement.
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, offensive personal references about a person's body or social or dating life, and sexually suggestive comments that are demeaning, insulting, intimidating, or suggestive.
- The display in the workplace of sexually suggestive objects, pictures, photographs, posters, phrases, language, gestures, expressions, symbols, or comments. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Sexually suggestive comments that are sent electronically, for example, through emails, text messages, messaging systems, direct messages, social media accounts, networking accounts, voicemails, and all other electronic platforms.
- Sex stereotyping, which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to others' ideas or perceptions about how individuals of a particular sex should act or look.
- Sexually oriented gestures, noises, remarks or jokes, or comments about an individual's sexuality or sexual experience; or
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender.

All such conduct is unacceptable in the workplace and in any work-related settings such as training sessions, after-work functions, or other settings, regardless of whether the conduct is engaged in by a supervisor, co-worker, contractor, vendor, or other third party.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim.

***Sexual & Reproductive Health Decisions Discrimination & Retaliation***

Kulanu will not:

a) discriminate nor take any retaliatory personnel action against an employee with respect to compensation, terms, conditions, or privileges of employment because of or on the basis of the employee's or dependent's reproductive health decision making, including, but not limited to, a decision to use or access a particular drug, device, or medical service; or
b) require an employee to sign a waiver or other document which purports to deny an employee the right to make their own reproductive health care decisions, including use of a particular drug, device, or medical service; or
c) access an employee's personal information regarding the employee's or the employee's dependent's reproductive health decision making, including but not limited to, the decision to use or access a particular drug, device, or medical service without the employee's prior informed affirmative written consent.

Employees who believe that Kulanu has violated their rights per this subsection have the right to bring a civil action in any court of competent jurisdiction. The remedies that may be available to the employee because of a successful civil action include back pay, benefits, reasonable attorneys' fees and costs, injunctive relief, reinstatement, and liquidated damages.

***Bystander Intervention***

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior.
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment.
3. A bystander can record or take notes on the harassment incident to benefit a future investigation.
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

## XXIV. Anti-Retaliation

Kulanu prohibits retaliation against employees or covered individuals who engage in protected activity. Retaliation includes taking an adverse employment action, or threatening to take an adverse employment action, against an employee or applicant who, in good faith reports, complains of, or opposes discrimination or harassment, participates or cooperates in a proceeding or investigation concerning discrimination or harassment, or requests and/or receives a reasonable accommodation.

Kulanu further prohibits retaliation against employees and applicants (to the extent covered by applicable law) who, in good faith, complain about errors in or nonpayment of wages, nonpayment of overtime, or unauthorized deductions from wages, file a claim for, or receive, workers' compensation benefits, file a claim for, or receive, short-term disability benefits.

## XXV. Reporting Discrimination, Harassment, and Retaliation

An employee who feels they are a victim of discrimination, harassment, or retaliation, or who has knowledge of such behavior, must immediately report it to the HR Team & Corporate Compliance Officer. Anyone who believes they have been a target of discrimination, harassment, or retaliation may also seek relief in other available forums, as explained below in the Legal Protections and External Remedies section.

Employees who wish to report incidents of sexual harassment should, but are not required to, use a Complaint Form, attached as an enclosure to this Policy and Procedure Manual (Appendix C). Employees may also obtain a Complaint Form by requesting one from the HR Team. Reports may also be made verbally or by email. When making a report, provide as much detail as possible.

**Additionally, any employee with supervisory or managerial authority who learns of or has knowledge of discriminatory or harassing conduct is required to immediately notify the HR Team.** Supervisors and managers who fail to report such behavior to the HR Team will be subject to disciplinary action and sanctions, up to and including termination.

All complaints of discrimination, harassment, and retaliation will be investigated promptly, thoroughly, and impartially, and with as much confidentiality as possible. Complete confidentiality, however, cannot be assured. The appropriate degree of confidentiality will be assessed on a case-by-case basis and will depend on many factors. While the process may vary from case to case depending on the circumstances, the investigation will typically include the following steps, as appropriate: reviewing the individual's complaint, whether verbal or written; instituting immediate interim actions, as appropriate, such as separating the complaining individual from the alleged harasser; to the extent known and accessible, collecting and preserving relevant documents and records, such as text messages or emails; interviewing the accuser, accused, and any witnesses who might have relevant information; creating and maintaining written documentation of the investigation; notifying the accuser and accused of the final determination; and/or taking corrective action as appropriate. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.

## XXVI. Legal Protections and External Remedies

Discrimination and harassment, including sexual harassment, is not only prohibited by Kulanu but is also prohibited by state, federal, and, where applicable, local law. Aside from the process described in this policy, employees may also choose to pursue legal remedies with the following entities.

*State Human Rights Law (HRL)*

The HRL, 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 (DHR) or in New York State Supreme Court. If an individual did not file at DHR, they can sue directly in state court under the HRL. An individual may not file with DHR if they have already filed a HRL complaint in state court. Complaining internally to Kulanu does not extend your time to file with DHR or in court. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate your complaint and determine whether there is probable cause to believe that 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, DHR 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. DHR'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 DHR 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 DHR's regional offices across New York State.

*Civil Rights Act of 1964*

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination 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. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC. An employee alleging discrimination at work 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 DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

*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 Nassau County may file complaints of sexual harassment with the Nassau County Commission on Human Rights. Contact their main office at 240 Old Country Road, Suite 606, Mineola, New York 11501; or call (516) 571-3662; or visit https://www.nassaucountyny.gov/414/Human-Rights-Commission.

*Local Police Department*

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime.

*Judicial Forums*

In addition to notifying the local police department, or the government agencies listed above, employees can also file a complaint in federal or state court under federal and/or state anti-discrimination and anti-harassment laws.

## XXVII. Drug and Alcohol-Free Workplace

While on Kulanu premises or while conducting business-related activities off Kulanu premises, no employee may use, possess, distribute, sell, manufacture, dispense (or attempt to do any of the foregoing), or be impaired by or under the influence of legal consumable products, such as alcohol and marijuana (recreational use), or illegal drugs.

If you use prescription medication that may impact your levels of awareness, motor skills, judgment, or cause other similar symptoms and you have concerns about how it might affect your ability to perform the essential functions of your job duties, please inform your supervisor or the HR Team, as reasonable accommodation may be appropriate, depending on the circumstances. This policy governing the legal use of prescribed medication applies equally to employees who are registered medical marijuana users.

If you observe someone who is or appears to be under the influence of alcohol, marijuana or illegal drugs or otherwise impaired by these substances or legally prescribed medication in violation of this policy, you must report such behavior to your supervisor or the HR Team immediately to ensure the safety of the workplace and Kulanu employees, students, clients, and participants.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss the matter with the HR Team to obtain assistance or a referral to appropriate resources in the community.

***Drug and Alcohol Testing Policy:***

Employees whose positions require them to work directly with Kulanu's students, clients, and participants, or whose job duties and responsibilities require them to operate any vehicles, may be required to submit to a drug and alcohol test under the following circumstances:

- Reasonable Suspicion: An employee, regardless of their position, may be asked to submit to a drug and alcohol test if Kulanu reasonably suspects that such employee is under the influence while working.
- Post-Incident Testing: Kulanu may require employees involved in a work-related accident or incident involving the violation of any safety or security rules, or which resulted in any physical injuries or damage to property, to submit to a drug and alcohol test.

All drug and alcohol tests will be conducted by an independent testing facility. All records from a drug and alcohol test will be kept confidential to the extent required by applicable law, and separate from an employee's personnel file. An employee who is suspected of working while under the influence will be suspended, without pay, until Kulanu receives the results of the test and any other information it requires to make an appropriate determination.

Employees who test positive for drug and/or alcohol usage in violation of Kulanu's Drug and Alcohol-Free Workplace Policy will be subject to discipline, up to and including immediate termination of employment.

Employees who refuse to submit to a drug test as required pursuant to this policy, or who are determined to have falsified the results of a test, will be subject to discipline, up to and including immediate termination of employment.

## XXVIII. Disciplinary Action and Employee Conduct

***Code of Conduct***

Kulanu expects its employees to conduct themselves in accordance with the highest standards of personal and professional integrity. To that end, conduct that interferes with or adversely affects Kulanu's operations will not be tolerated and may result in disciplinary action. Kulanu reserves sole discretion in determining whether an employee's conduct violates this Code of Conduct.

Nothing in this policy is intended to prevent employees from engaging in protected, concerted activity in accordance with applicable laws.

Kulanu recognizes that there are certain workplace violations and employee conduct serious enough to justify either an immediate suspension, or in extreme cases, termination of employment. Further, Kulanu may report an employee to local law enforcement if their behavior is criminal or may endanger the safety and security of other people or Kulanu property. If you believe an employee, or another person, is engaging in criminal behavior or in behavior that could endanger an individual or property, immediately contact your Division Leader unless it's an emergency, then dial 911.

Although it is not possible to identify every possible violation, the following are examples of behaviors that violate the Code of Conduct:

- Theft or misappropriation of Kulanu property or another person's property.
- Verbally or physically threatening or abusing Kulanu students, clients, participants, employees, and/or guests.
- Violation of the Drug and Alcohol-Free Workplace policy.
- Unsafe supervision of Kulanu students, clients, and participants.
- Violation of the Anti-Discrimination, Anti-Harassment, and/or Anti-Retaliation policy.
- Falsification of your employment records and/or other Kulanu records.
- Unauthorized absence from your assigned work area during work hours.
- Insubordination.
- Refusal to work collaboratively and cooperatively with Kulanu colleagues and partners.

- Making personal calls or sending personal texts during work hours.
- Possession of a weapon on Kulanu's premises, during work hours, or while performing work responsibilities.
- Violation of the Smoke-Free Workplace policy.
- Unauthorized use or damage to, or removal of, Kulanu's property, or the property of other employees, students, clients, and participants, or guests.
- Violation of the Confidential Information policy.
- Violation of the Electronic Resources policy.
- Refusing to attend or complete required training relating to Medicare compliance.
- Providing unauthorized persons with access to Kulanu.
- Violation of the Attendance policy.
- Refusal to acknowledge, in writing, receipt of any performance reviews, warnings, or other disciplinary action.
- Refusal to reasonably cooperate in a workplace search or other workplace investigation.
- Failure to comply with and/or report violations of safety rules, safety procedures, and safety policies and/or creating or contributing to unsafe conditions, by your actions or failure to act.
- Disregarding or violating any Kulanu policy, practice or procedure, whether included in this Policy and Procedure Manual or not; and/or
- Inducing another employee to commit any of the above conduct.

This list is not intended to be an exhaustive or comprehensive list of the types of activities that may result in termination or disciplinary action. It does not modify in any way the employment-at-will relationship between the employee and Kulanu.

## XXIX. Workplace Violence

Kulanu is committed to maintaining a working environment that is safe and free from violence or threats of violence and has and enforces a zero-tolerance policy for such conduct.

This policy applies to conduct that occurs on Kulanu premises, events held outside of Kulanu's main buildings, and to any electronic or online communications. It applies to all employees, students, clients, participants, guests, visitors, vendors, and other individuals on Kulanu premises or who use Kulanu property, including, but not limited to, Kulanu Electronic Resources.

### ***Defining Workplace Violence***

Workplace violence is any conduct that is severe, offensive, or intimidating enough to make an individual reasonably fear for their personal safety or the safety of others including: (a) threats of any kind, (b) threatening, physically aggressive or hostile, or violent behavior, such as intimidation of or attempts to instill fear in others or physical harm, or (c) any other behavior that suggests a propensity towards violence (such behavior includes, but is not limited to, belligerent speech, possessing a weapon, sabotage, or threats of sabotage of Kulanu property or the property of another individual) or a demonstrated pattern of refusal to follow Kulanu policies and procedures.

***Reporting Workplace Violence***

Employees who witness or have reason to believe that conduct in violation of this policy has occurred or will occur in the future must immediately notify their immediate supervisor, the Division Leader, the HR Team, and the CPO. If they are not available, the employee should immediately notify the main office at Kulanu. Employees should also notify the HR Team and CPO if any restraining order is in effect, or if any other potentially violent non-work-related situation exists that could result in workplace violence.

If the situation is an emergency, employees should take whatever steps are necessary and appropriate to protect themselves and any Kulanu students, clients, and participants under their care, such as leaving the area if they can do so safely. Once safe, employees must notify Kulanu management and, if necessary, contact law enforcement by dialing 911. Employees should never put themselves or others in danger or attempt to intervene during any dangerous or risky incident.

Kulanu will not retaliate against any employee for filing a good-faith complaint of workplace violence or for cooperating in an investigation of such a complaint and will not tolerate or permit any acts of retaliation against any complainant by other employees.

## XXX. No Solicitation

To promote the efficient operation of Kulanu, and to prevent interference with work and inconvenience or distraction to others, employees may not solicit or attempt to solicit co-workers during working time for non-work-related purposes, whether through Kulanu Electronic Resources or in person. This policy does not prohibit employees from distributing solicitations or other materials during non-working-time or in the non-working-areas (such as employee-only lounges and kitchens) if doing so does not disrupt Kulanu's operations or distract other employees from effectively performing their job duties. "Working time" means times when the soliciting employee or the employee being solicited is not on lunch or on an authorized break. "Working areas" means any area which Kulanu students, guests, and participants can access.

Individuals who are not employees are prohibited from distributing literature or materials of any kind, or soliciting employees for any purpose, on Kulanu's premises or through Kulanu's Electronic Resources. Employees must report any such solicitation to their immediate supervisor or the Division Leader.

Nothing in this policy is intended to interfere with employees' rights under Section 7 of the National Labor Relations Act or any other applicable federal, state, or local law.

## XXXI. Confidential Information

Kulanu employees will have access to Confidential Information. It is of critical importance that Confidential Information is safeguarded as required under this policy.

For the avoidance of doubt, this policy should not be construed to prohibit employees from discussing the terms and conditions of their employment, such as their wages, hours, benefits, and working conditions, to prevent employees from engaging in protected concerted activity to improve the terms and conditions of their employment, or to interfere with any whistleblower

protections or other disclosure obligations provided under applicable law. Other than these limited exceptions, Kulanu will enforce this policy to the extent permitted by applicable law.

Your confidentiality obligations under this policy continue after your employment terminates, regardless of whether termination is voluntary or involuntary.

***Types of Confidential Information***

"**Confidential information**" includes information: (i) that is not generally known to the public or in the public domain; (ii) that Kulanu wishes to maintain as confidential; (iii) that is learned or obtained by you during the course of and/or incident to your employment; and/or (iv) that Kulanu develops, acquires, compiles, creates, safeguards, discovers, uses, or owns.

Confidential Information includes, but is not limited to, the following: (i) trade secrets; (ii) any information that is marked or otherwise identified as confidential or proprietary; (iii) information the unauthorized disclosure of which could be detrimental to the interests of Kulanu, whether or not such information is marked or otherwise identified as confidential; and (iv) information that would otherwise appear to a reasonable person to be confidential or proprietary based upon the context in which it is stored, maintained, or used by Kulanu or the manner in which it was disclosed to you or any other employee.

Some specific examples of Confidential Information include, but are not limited to: sensitive personnel information for Kulanu employees such as social security numbers and bank account information; access credentials for Kulanu's Electronic Resources; medical and other health information of Kulanu students, clients, or participants; the terms of any Individualized Education Programs ("**IEPs**"), Life Plans, Habilitation Plans, and/or Individualized Service Plans ("**ISPs**"); daily activities; partnership information; the schedules of Kulanu students, clients, and participants; family information relating to Kulanu students, clients, and participants; billing information; combinations or access codes for Kulanu premises and property; payroll records; financial information, including banking and credit card information belonging to Kulanu, Kulanu employees, and/or Kulanu students, clients, and/or participants; internal reports, policies, and procedures; student, client, or participant lists; new project plans; donation amounts; donor lists; donor contact information; developments; budgets; and training materials.

***Non-Disclosure of Confidential Information***

Employees are prohibited from publishing or disclosing, or allowing to be published or disclosed, whether orally or in writing, Confidential Information to any person or entity (including students, clients, or participants, or guardians), except where such person or entity have been explicitly authorized by the Division Leader to be in receipt of the particular Confidential Information. Failure to comply with this policy may result in disciplinary action leading up to termination.

***Access Restrictions***

You understand that you are only authorized to access Confidential Information necessary for the performance of your job duties and that you are prohibited from obtaining or attempting to obtain Confidential Information for which you have not received authorization.

***Use Restrictions***

Confidential Information may only be used for the limited purpose for which it is disclosed to you, only for Kulanu's sole and exclusive benefit, and only in a manner consistent with Kulanu's workplace rules. Further, employees who engage in any discussions involving Confidential Information must do so in a non-public area, and in an area that is not accessible by Kulanu students, clients, participants, and guests.

An employee authorized to review a file must document the date and time the file is reviewed, and the purpose of the review.

***Non-Removal of Confidential Information***

Employees are prohibited from removing, or allowing such removal, of any Confidential Information from Kulanu's premises and Electronic Resources, with the exception of authorized administrative and business office personnel whose roles require secure handling of such information outside of the facility.

Any transport, access, or sharing of Confidential Information must be done in compliance with all applicable privacy laws and agency protocols. Unauthorized removal or disclosure may result in disciplinary action.

This non-removal obligation includes a prohibition on emailing or otherwise electronically transmitting Confidential Information from Kulanu Electronic Resources to any non- Kulanu-controlled server, computer, computer network, or device.

***Additional Protections for PHI***

Protected Health Information ("**PHI**") is defined as information, in any form, about an actual or potential patient that (a) was created by a healthcare provider or a health insurance plan; (b) relates to the patient's health, health care, or payment for health care; and/or (c) identifies the patient or contains information sufficient to identify the patient.

Employees may be subject to additional and/or different nondisclosure, access, use, non-removal, and other obligations with respect to PHI. Employees must familiarize themselves and comply with all confidentiality obligations as required by Kulanu policy or as required by applicable law.

***Reporting and Disposal Obligations***

You are required to promptly notify Kulanu of any Confidential Information that is improperly kept, used, removed, accessed, disclosed, transmitted, downloaded, or transferred. Further, you are under a duty to properly dispose of Confidential Information in accordance with Kulanu's policies and protocols. If you have questions about how to properly dispose of Confidential Information, or if you need to notify Kulanu of a violation of this policy, contact your supervisor, the Division Leader, and the HR Team.

***Surrender of Confidential Information Upon Termination***

Upon termination of your employment, regardless of the reason for your termination and regardless of whether termination is voluntary or involuntary, you must surrender to Kulanu all documents and materials in your possession or control, including those stored or maintained electronically, that contain Confidential Information.

## XXXII. Electronic Resources

This policy describes Kulanu's general rules regarding use of electronic communications and devices in the workplace, including Kulanu-provided devices and equipment and employee-owned devices and equipment (collectively, "**Electronic Resources**"). Kulanu adheres to all relevant federal and state laws and regulations regarding all Electronic Resources.

All employees who use or otherwise access the Electronic Resources covered by this policy are responsible for reading, understanding, and complying with this policy, and all other rules and procedures that Kulanu establishes from time to time for use of or access to such Electronic Resources. Any employee who violates this policy may be subject to discipline, up to and including immediate termination of employment. By using Electronic Resources covered by this policy, you consent to the terms of this policy.

***Kulanu Electronic Resources***

This policy applies to all computers, laptops, desktops, cellphones, phones, voicemail systems, printers, scanners, fax machines, cameras, video recorders, networks, databases, clouds, portable drives, accounts, voicemails, emails, messaging systems, contacts, internet access, images, surveillance videos, and all other computer or electronic communication or data storage systems or electronic resources owned, leased, licensed, or used by Kulanu (collectively, the "**Kulanu-Provided Electronic Resources**"). This policy also applies to any and all information prepared, sent, viewed, stored, created, deleted, received, or otherwise accessed using Kulanu-Provided Electronic Resources, including but not limited to, any and all electronic communications, records, documents, images, graphics, videos, files, data, compilations, and lists.

**Uses of Kulanu-Provided Electronic Resources**

Kulanu-Provided Electronic Resources are intended for business purposes and may only be used by an employee to satisfactorily and properly carry out their job duties and responsibilities, and for the sole benefit of Kulanu. Employees may not use Kulanu-Provided Electronic Resources in violation of any Kulanu policy, including, but not limited to, those prohibiting harassment or discrimination, or any law including, but not limited to, those related to copyrights, trademark, or other intellectual property, software privacy, or any laws preventing hacking and damaging computer systems. To the extent an employee is granted permission to use any Kulanu-Provided Electronic Resource for personal use, such use must not interfere with performance or operations and must not violate any policy or applicable law.

Employees should disclose information or messages from the communication and computer systems only to authorized employees and in accordance with Kulanu's Confidential Information policy. Likewise, no one may access, or attempt to obtain access, to another's communication and

computer systems or files without appropriate authorization or use another employee's password to access their account. You are not permitted to use or disseminate passwords or access codes (including your own), unless authorized to do so.

To avoid confidential messages being delivered into the wrong hands, users of email and faxes should be very careful when addressing and sending messages. It is easy to address a message to the wrong person (or group of people). Once sent, a message cannot be stopped from being delivered to the addressed recipient.

Kulanu purchases and/or licenses the use of various computer software. Unless you are otherwise instructed by Kulanu management, you do not have the right to reproduce such software for use on more than one computer or other electronic device. Employees are also prohibited from downloading or installing software or applications on any electronic device without prior authorization from their immediate supervisor or Division Leader. If you have any questions regarding the proper usage of any computer software, contact the IT person designated by Kulanu.

**Right to Monitor and Privacy Expectations for Kulanu Electronic Resources**

Because Kulanu owns and operates Kulanu-Provided Electronic Resources, Kulanu can monitor and review employees' usage of Kulanu-Provided Electronic Resources and employees' files, documents and messages created, received, stored, or sent using Kulanu-Provided Electronic Resources to ensure that electronic equipment and media are being used in compliance with federal and state laws and regulations, this policy, and other Kulanu rules. This includes the right to monitor and review employees' usage of any Kulanu-Provided Electronic Resource that is password-protected or otherwise locked. Accordingly, employees should not have any expectation of privacy in connection with any materials created, accessed, saved, stored, received, downloaded, or sent through Kulanu-Provided Electronic Resources, whether Kulanu related or personal. Upon request, an employee must provide Kulanu with their username, password, passcodes, access codes, and all other information needed by Kulanu to access Kulanu-Provided Electronic Resources.

As a condition of use, employees further expressly consent to Kulanu's monitoring and/or recording of telephone calls made via Kulanu telephones. In accordance with New York State's Civil Rights Law, Section 52-c, all employees are advised that any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by an electronic device or system, including, but not limited to, the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems, may be subject to monitoring at any and all times and by lawful means.

***Personal Electronic Devices***

Kulanu permits use of employee's personal electronic communication devices for work purposes, such as personal cellphones, laptops, or tablets (collectively, "**Employee-Owned Electronic Devices**"). Such use of Employee-Owned Electronic Devices must be authorized by Kulanu. Any Employee-Owned Electronic Devices also must meet all tech standards set (and as revised) by Kulanu's IT Department, including all security measures. Employees must agree to abide by

Kulanu's security requirements and release Kulanu from liability for security measures that are taken or not taken in connection with Employee-Owned Electronic Devices.

When using Employee-Owned Electronic Devices for work purposes, employees must abide by all Kulanu policies, including, but not limited to, those prohibiting harassment or discrimination, or any law including, but not limited to, those related to copyrights, trademark, or other intellectual property, software privacy, or any laws preventing hacking and damaging computer systems.

Kulanu does not reimburse employees for use of Employee-Owned Electronic Devices for work purposes.

Employees must contact Kulanu as soon as possible if their Employee-Owned Electronic Device(s) is lost or stolen.

**Right to Monitor and Privacy Expectations for Personal Devices**

All Kulanu-related content sent, received, or stored on Employee-Owned Electronic Devices is the property of Kulanu. As such, Kulanu may monitor and review such Kulanu-related communication or information when it is necessary to comply with any law, regulation, court order, subpoena, investigation, or other court or agency proceedings, or to protect Kulanu's Confidential Information or other business interests. This may include collecting all Kulanu-related communication and information on Employee-Owned Electronic Devices and/or requiring that the employee preserve any such data or information.

**Direct Care and Educational/Clinical Staff**

All personal cell phones must be powered off or set to silent during working time.

Due to the nature of their responsibilities and to minimizing distractions, direct care and educational/clinical personnel are not permitted to have personal mobile phones out or in use during working hours. This policy helps support full engagement with clients/students and upholds our standards of care and safety.

**Business Office and Administrative Staff**

Employees in administrative and business office roles may have access to their personal phones during work hours, provided usage does not interfere with their professional responsibilities.

**All Employees**

We encourage employees to provide the main office number to their family members in case of an urgent or emergency situation. Any urgent messages will then be promptly delivered to the employee. Employees may make, or take, personal calls using their personal phones during their breaks and other periods when they are off duty.

***Internet Safety Policy***

Kulanu complies with the federal Children's Internet Protection Act and other applicable laws related to internet safety. This policy applies to all employees, students, clients, participants, guests, and visitors who use any Kulanu Electronic Resource.

To the extent practical, technology protection measures (or "**Internet filters**") shall be used to block or filter Internet and other forms of electronic communications which Kulanu determines is inappropriate to access. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, and to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or lawful purposes.

All employees should supervise and monitor the usage of Kulanu Electronic Resources to ensure that such usage complies with this policy. Procedures for disabling or otherwise modifying any protection measures implemented on Kulanu computer networks and electronic systems shall only be undertaken by an IT person designated by Kulanu and if authorized.

***Online Communications; Media Communications***

All online and social media communications made by an employee are subject to this policy. For example, this policy applies to any posts made by an employee to their own or someone else's webpage, blog, social media account, or other social networking website, such as Instagram, TikTok, X (formerly Twitter), Facebook, or similar sites/services (collectively, "social media").

To protect Kulanu's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- An employee's use of social media is subject to all Kulanu policies, including but not limited to, its policies on Confidential Information and those prohibiting discrimination or harassment.

- Employees may not use social media during working time, unless specifically authorized to do so as part of their job duties.

***Communications and Media***

Employees must not communicate with the media on behalf of Kulanu. All media inquiries that require a response from Kulanu must be directed to the Executive Director.

Further, employees who speak to the media on their own behalf regarding Kulanu must identify themselves as employees of Kulanu and they must clarify that any statements they make are their personal opinions and not the opinion of Kulanu.

Failure to follow this policy on social media and communications with the media may result in discipline, up to and including termination. In enforcing this policy, Kulanu reserves the right to

monitor social media activities of employees and whether such activities are conducted with Kulanu resources, to the extent permitted by and in accordance with applicable law.

Nothing in this Electronic Resources policy is designed to interfere with, restrain, or prevent employee communications or rights under any federal, state, or local law, including but not limited to employees' rights under Section 7 of the National Labor Relations Act.

## XXXIII. Conflicts of Interest

***Business Relationships***

An actual or potential conflict of interest occurs when an employee's job duties authorize them to enter contracts or other business relationships on behalf of Kulanu, and such contract or relationship may result in personal financial, or other benefit, for that employee or their relative(s).

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship would give the appearance of a conflict of interest. This policy does not prohibit employees from associating with outside organizations, memberships, and other organizations. If you believe a contract or other transaction may result in an actual or potential conflict of interest, immediately notify the CPO.

***Outside Employment***

Although Kulanu does not prohibit employees from taking outside employment, employees understand and agree that their first commitment is to Kulanu. Such employees must not engage in any outside employment which conflicts or appears to conflict with their job duties at Kulanu, the interests of Kulanu and the people Kulanu serves.

Kulanu cautions employees to carefully consider the demands that additional work will create before accepting any outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to work required scheduled hours or overtime, or inability to attend required meetings, training, or conferences.

If you are unsure whether outside employment could affect your job duties and responsibilities at Kulanu, contact your immediate supervisor or Division Leader. To inform Kulanu about outside employment, please fill in the form on Appendix D.

***Gifts***

You are prohibited from soliciting and/or accepting any services, merchandise, discounts, gratuities, or other gifts from businesses, suppliers, vendors, contractors, and other entities with whom Kulanu does business unless such gifts are simultaneously offered, and to the same extent, to other similarly situated Kulanu employees.

***Conflicts of Interest from Social Relationships and Employment of Family Members***

Kulanu strongly believes that an environment in which employees maintain clear boundaries between personal and professional relationships is most effective for conducting business.

Although a romantic, dating, and/or intimate relationship (a "**Consensual Relationship**") between employees is not prohibited, Kulanu requires that employees involved in such relationships follow certain protocols.

If a Consensual Relationship develops between employees, and one employee, directly or indirectly, exercises any supervisory or managerial authority over the other employee, both employees are under a duty to report the existence of the relationship to the HR Team. This disclosure will enable Kulanu to determine whether a conflict of interest exists because of the relative positions of the individuals involved. Failure to report or provide documentation (Appendix E) of the Consensual Relationship may result in discipline, up to and including termination of employment.

Employment of family members also has the potential to create a conflict of interest. Although Kulanu does not prohibit the hiring of family members of current employees, we may monitor situations where one family member supervises or controls the terms and conditions of employment of the other family member or otherwise has the potential to create an actual or perceived conflict of interest.

Kulanu reserves the right to prevent or resolve an actual, perceived, or potential conflict of interest arising from relationships covered by this policy as it deems necessary in its sole discretion. Matters such as hiring, firing, promotions, performance management, compensation decisions, and financial transactions are examples of situations that may create or have the appearance of creating, a conflict of interest, or potentially inhibit the ability of any employee to perform their duties in an effective or efficient manner. Failure to cooperate with Kulanu to resolve any actual or perceived conflicts of interest and/or abide by Kulanu's decisions under this policy may result in discipline, up to and including termination of employment, or be deemed a voluntary resignation under certain circumstances.

## XXXIV. At-Will Employment

This Policy and Procedure Manual is not a contract of employment. You are employed as an "at-will" employee of Kulanu. This means that you or Kulanu may end the employment relationship at any time for any reason or no reason, with or without cause, and with or without advance notice. In addition, Kulanu may change your position, title, job responsibilities, compensation, benefits, or other terms and conditions of employment, to the extent permitted by applicable law, at any time for any reason or no reason, with or without cause and with or without advance notice. This at-will arrangement cannot be modified in any way except by a writing signed by you and the Executive Director.

## XXXV. Termination of Employment

***Notice Period for Resigning Employees***

If you resign from your position at Kulanu, Kulanu requests that Direct Care Personnel provide at least three weeks' advance notice to your immediate supervisor or the Division Leader, including your last day of employment and the reason for resignation. Kulanu also requests that all administrative and exempt employees provide at least two months in advance written notice to the CPO. Kulanu reserves the right to waive or shorten this notice period, for any reason or no reason. Failure to provide the requested notice may affect eligibility for employer-provided paid vacation, recess, or holiday pay immediately preceding separation, to the extent permitted by applicable law and Kulanu Academy policy.

***Separation of Employment and Paid Vacation/Holiday Eligibility***

Kulanu Academy provides paid vacation, holiday, school recess, and other paid non-working periods to eligible employees in accordance with their position, work schedule, employment agreement, and applicable organizational policies.

Employees who intend to resign are expected to provide the written notice specified in Kulanu Academy's Notice Period for Resigning Employees policy, unless a different notice period is established by the employee's written employment agreement.

Unless otherwise required by law or an applicable written agreement, eligibility for employer-provided paid vacation, recess, or holiday benefits occurring immediately before separation may be conditioned upon the employee:

- Remaining actively employed through the applicable paid period;
- Providing the required written notice of resignation; and
- Returning to active work following the paid vacation, recess, or holiday period and completing the required notice period.

An employee who fails to return to work following an extended paid vacation, recess, or holiday period and instead resigns effective immediately, or who provides notice of resignation immediately following the paid period, may be ineligible for employer-provided vacation, recess, or holiday pay for that period to the extent permitted by applicable law and the terms of Kulanu Academy's written benefit policies.

This policy does not apply to legally protected leave or benefits required by federal, state, or local law. Exceptions may also be approved by Human Resources and Administration based on documented extenuating circumstances.

Nothing in this policy alters the at-will employment relationship or prevents an employee from resigning at any time.

***Exit Interview***

Kulanu will schedule an exit interview with any employee who voluntarily separates from employment. The exit interview will be conducted by the HR Team.

***Return of Company Property***

Upon termination of your employment, regardless of whether termination is voluntary or involuntary, or upon request by Kulanu management, you must return all Kulanu property immediately.

## XXXVI. Violations

Reports of violations of any Kulanu policy will be investigated promptly and in as impartial and as confidential a manner as possible. Complete confidentiality, however, cannot be assured. The appropriate degree of confidentiality will be assessed on a case-by-case basis.

In addition, Kulanu may suspend employees, with or without pay, suspected of engaging in conduct that violates any Kulanu policy during the duration of any investigation. Employees who violate this policy and/or fail to reasonably cooperate in a workplace investigation may be subject to discipline, up to and including immediate termination of employment.

## Acknowledgement of Receipt

I, _____ (print name) hereby acknowledge that I have received a copy of the Kulanu Academy Policy and Procedure Manual, that I have been given adequate time to review it, that I have in fact reviewed it, and that I understand the policies and procedures contained in it. I understand that violation of any Kulanu policy may subject me to disciplinary action, up to and including termination. I also understand that, at any time, if I have questions or concerns regarding a policy, procedure, or benefit, I may contact my immediate supervisor, the Division Leader, or the HR Team.

**No Expectation of Privacy.** I understand that I have no individual privacy rights in any company property, which includes, without limitation: office supplies; desks; drawers; shelves; cabinets; lockers; closets; and Kulanu Electronic Resources, including, but not limited to, email accounts, messaging systems, laptops, desktops, cellphones, phone systems, fax machines, scanners, printers, databases, and clouds. I also understand that Kulanu may inspect, investigate, search, and/or monitor such company property at any time, with or without notice to me, and I hereby consent to any such inspection, investigation, search, and/or monitoring.

**At-Will Employment.** I understand that my employment with Kulanu, as well as the terms and conditions of my employment, are at-will. I further understand that nothing contained herein can change my at-will status except for a written employment contract which expressly states that my employment with Kulanu is not at-will. For such a written employment contract to be valid, it must be signed by a duly authorized signatory of Kulanu, and by me or my duly authorized representative. Lastly, I understand that all statements in the Policy and Procedure Manual are subject to change by Kulanu unilaterally, without notice to me, and at any time, to the extent permitted by applicable law.

Signature: _____

Date: _____

## APPENDIX A
## KULANU ACADEMY PURCHASING SYSTEM

**If you would like to order goods (i.e. items, food) for your program:**

1. Submit a **Requisition Form** to your direct supervisor. Include details describing what you need.
    a. If it must have certain features, and why you need it. For example, if you need a desk, include how many drawers, the size, etc. so that we can price out the items online.
    b. If you want a very specific item, include a printout of the item from the website you saw it on.
2. If it is approved, your supervisor will notify you that it is approved and submit it to Carrie for processing.
    a. For items that can be delivered, Carrie will then place the order.
    b. If it is an item you must pick up from a store, such as food from a supermarket, you will be notified that it is approved. You are then responsible for:
        i. obtaining payment from Kulanu (either via petty cash or our credit card) prior to purchase
        ii. obtaining the tax-exempt form to provide at the time of payment to avoid unnecessary charges
        iii. picking up the item yourself (or through a designee)
        iv. **submitting the receipt** after purchasing the item.

**If you would like to order services (i.e. musician, consultation) for your program:**

1. Submit a **Requisition Form** to your direct supervisor. Include details describing what the service is, what is for how many students/participants/faculty will benefit from the service. You **must include an invoice** from the vendor. When arranging services, please advise vendors that the form of payment will only be via credit card or check. Kulanu does not pay vendors via zelle.
2. If it is approved, your supervisor will notify you that it is approved and submit it to Carrie for processing.

**If you purchase something with your own money:**

1. This should **rarely** occur.
2. The purchase must have been approved **prior,** or you risk **non-reimbursement**.
3. Submit a reimbursement form and the receipt to your direct supervisor.
4. As we are a tax-exempt organization, you will not be reimbursed for taxes incurred. We do have a tax-exempt form which can be shown at the time of purchase, to avoid the unnecessary cost.

Updated Dec. 10. 2024

**APPENDIX B**




## INTRODUCTION AND PURPOSE

New York State Labor Law Section 206-c gives all employees in New York the right to express breast milk in the workplace. This law applies to all public and private employers in New York State, regardless of size or the nature of their business.

The New York State Department of Labor has developed the official policy on breast milk expression in the workplace as required by the law, ensuring that all employees know their rights and all employers understand their responsibilities. This policy is the minimum required standard, but employers are encouraged to include additional accommodations tailored to their workplace.

With the information provided below, employees will learn how much time they are allowed for breast milk expression, the kind of space employers are required to provide for breast milk expression, how to notify employers about the need to express breast milk in the workplace, and how to notify the Department of Labor if these rights are not honored.

Employers are required to provide this policy in writing to all employees when they are hired and again every year after. Employers are also required to provide the policy to employees as soon as they return to work following the birth of a child.

## USING BREAK TIME FOR BREAST MILK EXPRESSION

Employers must provide thirty (30) minutes of paid break time for their employees to express breast milk when the employee has a reasonable need to express breast milk. Employees must be permitted to use existing paid break or meal time if they need additional time for breast milk expression beyond the paid 30 minutes. This time must be provided for up to three years following childbirth. Employers must provide paid break time as often as an employee reasonably needs to express breast milk. The number of paid breaks an employee will need to express breast milk is unique to each employee and employers must provide reasonable break times based on the individual. Employers are prohibited from discriminating in any way against an employee who chooses to express breast milk in the workplace.

An employer is prohibited from requiring an employee to work before or after their normal shift to make up for any time used as paid break time to express breast milk.

All employers must continue to follow existing federal and state laws, regulations, and guidance regarding mealtimes and paid break time regardless of whether the employee uses such time to express breast milk. For additional information regarding what constitutes a meal period or a break period under state and federal law, please see the following resources:

- NY Department of Labor Website on Day of Rest, Break Time, and Meal Periods: dol.ny.gov/day-rest-and-meal-periods
- NY Department of Labor FAQs on Meal and Rest Periods: dol.ny.gov/system/files/documents/2021/03/meal-and-rest-periods-frequently-asked-questions.pdf
- U.S. Department of Labor FLSA FAQ on Meal and Rest Periods: dol.gov/agencies/whd/fact-sheets/22-flsa-hours-worked
- U.S. Department of Labor FLSA Fact Sheet on Compensation for Break Time to Pump Breast Milk: dol.gov/agencies/whd/fact-sheets/73-flsa-break-time-nursing-mothers

While an employer cannot require that an employee works while expressing breast milk, Labor Law 206-c does not otherwise prevent an employee from voluntarily choosing to do so if they want to.

Paid breaks provided for the expression of breast milk must be 30 minutes. An employee must be allowed to use regular break or meal time to take a longer paid break if needed. Employees may also opt to take shorter paid breaks.

Employees who work remotely have the same rights to paid time off for the purpose of expressing breast milk, as all other employees who perform their work in-person.

## MAKING A REQUEST TO EXPRESS BREAST MILK AT WORK

If an employee wants to express breast milk at work, they must give the employer reasonable advance notice, generally before returning to the workplace if the employee is on leave. This advance notice is to allow the employer time to find an appropriate location and adjust schedules if needed.

Employees wishing to request a room or other location to express breast milk in the workplace should do so by submitting a written request to their direct supervisor or individual designated by their employer for processing requests. Employers must respond to this request for a room or other location to express breast milk in writing within five days.

Employers must notify all employees in writing through email or printed memo when a room or other location has been designated for breast milk expression.

### LACTATION ROOM REQUIREMENTS

In addition to providing the necessary time during the workday, employers must provide a private room or alternative location for the purpose of breast milk expression. **The space provided for breast milk expression cannot be a restroom or toilet stall.**

The room or other location must:

- Be close to an employee's work area
- Provide good natural or artificial light
- Be private – both shielded from view and free from intrusion
- Have accessible, clean running water nearby
- Have an electrical outlet (if the workplace is supplied with electricity)
- Include a chair
- Provide a desk, small table, desk, counter or other flat surface

There does not need to be a separate space for every nursing employee. An employer may dedicate a single room or other location for breast milk expression. Should there be more than one employee at a time needing access to a lactation room, an employer may dedicate a centralized location to be used by all employees.

Any space provided for breast milk expression must be close to the work area of the employee(s) using the space. The space must be in walking distance, and the distance to the location should not significantly extend an employee's needed break time.

Employers located in shared work areas, such as office buildings, malls and similar spaces may work together to establish and maintain a dedicated lactation room, as long as such space(s) are a reasonable distance from the employees using the room. Each employer utilizing this common space is individually responsible for making sure the room meets the needs of their employees.

If there is not a separate room or space available for lactation, an employer may use a vacant office or other available room on a temporary basis. This room must not be accessible to the public or other employees while an employee is using it for breast milk expression.

As a last resort, an available cubicle may be used for breast milk expression. A cubicle can only be used if it is fully enclosed with a partition and is not otherwise accessible to the public or other employees while being used for breast milk expression. The cubicle walls must be at least seven feet tall to insure the employee's privacy.

To ensure privacy, if the lactation room has a window, it must be covered with a curtain, blind or other covering.

In addition, the lactation space should have a door equipped with a functional lock. If this is not possible (such as in the case of a fully enclosed cubicle), as a last resort, an employer must utilize a sign advising the space is in use and not accessible to other employees or the public.

If the workplace has a refrigerator, employers must allow employees to use it to store breast milk. However, employers are not responsible for ensuring the safekeeping of expressed milk stored in any refrigerator in the workplace.

Employees are required to store all expressed milk in closed containers and bring milk home each evening.

The space designated for expressing breast milk must be maintained and clean at all times.

If an employer can demonstrate undue hardship in providing a space with the above requirements, the employer must still provide a room or other location - other than a restroom or toilet stall - that is in close proximity to the work area where an employee can express breast milk in privacy, that meets as many of the requirements as possible.

Undue hardship is defined in the statute as "causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business." **However, an employer may not deny an employee the right to express breast milk in the workplace due to difficulty in finding a location.**




## NEW YORK STATE DEPARTMENT OF LABOR RESOURCES

If an employee believes that they are experiencing retaliation for expressing breast milk in the workplace, or that their employer is in violation of this policy, they should contact the New York State Department of Labor's Division of Labor Standards. Call us at **1-888-52-LABOR**, email us at LSAsk@labor.ny.gov, or visit our website at **dol.ny.gov/breast-milk-expression-workplace to file a complaint**.

A list of our offices is available at **dol.ny.gov/location/contact-division-labor-standards**.

*Complaints are confidential.*

## FEDERAL RESOURCES

The federal PUMP Act went into effect in 2023, expanding protections for almost all employees expressing breast milk at work. Under the PUMP Act, any covered workers not provided with breaks and adequate space for up to a year after the birth of a child are able to file a complaint with the U.S. Department of Labor or file a lawsuit against their employers. For more information, please visit **dol.gov/agencies/whd/pump-at-work**.

P705 (6/24)

The New York State Department of Labor is an Equal Opportunity Employer/Program
Auxiliary aides and services are available upon request and free of charge to individuals with disabilities TTY/TDD 711 or 1-800-662-1220 (English)/1-877-662-4886




**APPENDIX C**
**HARASSMENT COMPLAINT FORM**

If you believe that you have been subject to sexual harassment, you are encouraged to complete this form and submit it to the HR Team either in person or via email.

If you are reporting more than one incident, please use a separate form for each incident. If the space provided below is insufficient, please staple additional pieces of paper to this form.

| | |
|---|---|
| Today's Date: | |
| Employee Name: | Name of the Accused: |
| Department: | Department: |
| E-mail: | Relationship (manager, co-worker, client, etc.): |
| Phone Number: | |
| Supervisor: | |

Preferred Communication Method (email, phone, in person): _____

Date of Incident:
*(If more than one event, please report each event on a separate form.)* _____

Is the sexual harassment continuing? _____

Where did the specific event(s) occur? _____

Please describe information about the complaints of conduct, including date, location, type of behavior, how it affects your work: _____

_____

Were there any witnesses to this specific event? (If yes, please provide their names.)

_____

_____

Is there any physical evidence that supports your complaint? If so, please describe or attach a copy of evidence. _____

_____

Other Comments:




ACKNOWLEDGMENTS

- The information provided in this complaint is true and accurate to the best of my knowledge.

- I understand that Kulanu is required to investigate the conduct complained of and that I will be asked to participate in the investigation, including, but not limited to, answering questions and providing documentary evidence. I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence Kulanu deems relevant.

- To investigate the Complaint, it will be necessary to interview the alleged harasser(s), and any witnesses with knowledge of the allegations or defenses. Kulanu will notify all people involved in the investigation that it is confidential, and that unauthorized disclosures of information concerning the investigation could result in disciplinary action, up to and including discharge.

Signature: _____

Date: _____




# APPENDIX D
# EMPLOYEE NOTIFICTION OF OUTSIDE EMPLOYMENT

Outside employment is defined as follows: Any activity an individual engages in, that provides said individual with financial compensation/gain. Employment requires the use of an individual's time, skills, abilities and talents to perform work-related functions.

Kulanu's Policy and Procedure Manual states the following:
***Outside Employment Policy***

Although Kulanu does not prohibit employees from taking other employment, employees understand and agree that their first commitment is to Kulanu. Such employees must not engage in any outside employment which conflicts or appears to conflict with their job duties at Kulanu, the interests of Kulanu and the people Kulanu serves.

Kulanu cautions employees to carefully consider the demands that additional work will create before accepting any outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to work required scheduled hours or overtime, or inability to attend required meetings, training, or conferences.

If you are unsure whether outside employment could affect your job duties and responsibilities at Kulanu, contact your immediate supervisor or Division Leader.

**Instructions: Employee completes and sends the form to immediate supervisor and the form is kept on file with the HR Department**

| | | |
|---|---|---|
| **Employee Name** | **Employee Department** | |
| **Supervisor Name** | | |
| **Outside Employer/Business Name** | | |
| **What are the hours you work?** (List Days of Week and Times)<br><br>**Total # of hours per week you work at your other employment?** | | |
| **Describe the type of work you will perform for the employer.** | | |
| **Notification to Supervisor Date:** | **Employee Signature** | **Date** |
| **Reason** | | |

# APPENDIX E
# KULANU CONFLICT OF INTEREST DISCLOSURE FORM

**Purpose:**
Kulanu is committed to fostering a professional and respectful workplace. This form is used to disclose any personal, familial, romantic, or business relationship between employees, or between an employee and an outside party, that may create an actual or perceived conflict of interest. These disclosures allow Kulanu to take steps to avoid favoritism, bias, or inappropriate influence over business decisions.

Section 1: Relationship Type and Individuals Involved

☐ Familial Relationship
☐ Romantic/Consensual Relationship
☐ Business Relationship

Section 2: Employee Information

| Employee 1 | Employee 2 |
|---|---|
| Full Name | Full Name: |
| Job Title: | Job Title: |
| Division: | Division: |

Section 3: Acknowledgements

By signing below, we acknowledge and agree to the following:
1. We have disclosed our relationship voluntarily and truthfully to the Human Resources Team.
2. We understand that Kulanu may assess and, if necessary, adjust our reporting structure or responsibilities to avoid any actual or perceived conflicts of interest.
3. We acknowledge that failure to report this relationship may result in disciplinary action, up to and including termination of employment.
4. We agree to maintain professional conduct at all times while at work or representing Kulanu.
5. We understand that personal relationships with students, participants, or clients are strictly prohibited at all times.
6. We will not allow our relationship, or the termination of this relationship, to adversely affect our job performance or the working environment.

| Employee 1 Signature: | Employee 2 Signature |
|---|---|
| | |
| Human Resources Signature: | Date: |




**APPENDIX F**

# SAFETY CONCERN FORM

Safety Concern (Reporter Information):

Name: _____

Phone Number: _____

Supervisor: _____

Description of Safety concern

Date Observed: _____

Building/Address: _____

Describe in detail the safety concern:

_____

_____

_____

_____

_____

Submitted by: _____ Date: _____

Received by: _____ Date: _____