



Kulanu Center for Special Services
Employee Handbook

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1. Introduction

Welcome to the Kulanu!

This employee handbook (the “**Handbook**”) is a guide to some of Kulanu’s most important workplace policies. It is not a comprehensive or detailed catalog of every Kulanu policy and procedure. Rather, it provides a general overview of key policies and procedures.

You are responsible for reading, understanding, and complying with this Handbook. Upon receiving the Handbook, please sign the Employee Acknowledgement Form on the last page and return the signed Form to the HR Director.

If you are a new employee, the properly signed Handbook must be returned within one (1) week of your first day of work. If you are a returning employee, the properly signed Handbook must be returned prior to the end of orientation week. An online version of the Handbook can be accessed online on the employee page.

2. Terms and Conditions of Employment

Nothing in this Handbook should be construed to prevent employees from discussing the terms and conditions of their employment, such as their wages, hours, benefits, and working conditions, or to prevent employees from engaging in protected, concerted activity to improve the terms and conditions of employment.

3. Open Door Policy

Employees are responsible for reading, understanding, and complying with this Handbook. Any questions or concerns related to this Handbook or one’s employment may be directed to your immediate supervisor, the Division Leader, or the HR Director and Corporate Compliance Officer at Kulanu. As of the distribution date of this Handbook, the HR Director and Corporate Compliance Officer is Gayle V. Fremed, whose contact information is below:

Gayle V. Fremed

HR Director & Corporate Compliance Officer

GayleF@kulanukids.org

(516) 569-3083 ext. 235

Complaints relating to harassment, discrimination, retaliation, and wage-hour, must be immediately reported to the HR Director/Corporate Compliance Officer.

4. At-Will Employment

As stated above, this Handbook is not a contract of employment. Rather, the relationship between Kulanu and its employees is at-will, meaning that you can end your employment relationship with Kulanu at any time, with or without notice, with or without cause, and for any reason or no reason. Likewise, Kulanu can end its employment relationship with you at any time, with or without notice, for any reason or no reason, and with or without cause. Statements of specific grounds for termination in this Handbook, or in any other Kulanu documents, are examples only and are not intended to restrict Kulanu’s right, or your right, to terminate employment at-will.

All terms and conditions of employment are also at-will. “Terms and conditions of employment” include, by way of example, promotion, demotion, transfer, qualifications, hiring and discharge, compensation, benefits, work schedules, and job duties.

Accordingly, Kulanu may change the terms and conditions of your employment unilaterally, at any time, with or without notice, with or without cause, and for any reason or no reason, to the extent permitted by applicable law.

To the extent permitted by applicable law and the benefit plan documents, to retain necessary flexibility in the administration of its policies and procedures, Kulanu reserves the right to modify, change, or revoke any employee benefit plans or programs described in this Handbook or elsewhere, with or without notice. However, Kulanu will endeavor to provide as much advance notice as possible of any changes.

The only way the at-will employment relationship can be changed is by entering into a written contract of employment with Kulanu which expressly states that employment with Kulanu is not at-will. For such a contract to be legally binding, it must be signed by Kulanu and by you or your duly authorized representative. Otherwise, all employment is at-will and that status cannot be changed by any oral or written statement to the contrary, including statements made by other employees or supervisors, statements contained in this Handbook, or statements contained in employment applications, recruiting materials, and/or other Kulanu materials provided to

applicants or employees. None of these documents, whether singly or combined, create an express or implied contract of employment for a definite period, or an express or implied contract concerning any terms or conditions of employment.

5. Anti-Discrimination and Anti-Harassment

Equal Employment Opportunity

To the extent required by applicable law, Kulanu provides equal employment opportunities to all applicants and employees regardless of their actual or perceived: race; color; creed; age; religion; national origin; citizenship status; sex (including pregnancy, childbirth, and pregnancy-related medical conditions); gender (including gender identity and transgender status); sexual orientation; disability (which includes functional limitations caused by gender dysphoria); marital status; partnership status; familial status; status as a victim of domestic violence, stalking, or sex offenses; genetic predisposition; veteran's status; military status; 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.

Anti-Discrimination

Kulanu is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Therefore, we expect that all relationships among persons in the workplace will be free of bias or prejudice.

This Policy prohibits discrimination in any form, including taking any adverse employment action against a Kulanu employee, Kulanu student, client, or participant, or Kulanu guest because such person is, or is perceived to be, a member of a Protected Category. Adverse employment actions include, for example, terminations, demotions, schedule changes, suspensions, reductions in salary or pay, denial of requested time off, denial of leave, and any other action or conduct that results in an unfavorable change in a term or condition of your employment.

An employee with any knowledge of an incident of discrimination must report the incident to the Corporate Compliance Officer. (See [Reporting Harassment and Discrimination](#) below.)

An employee determined to have violated this Policy may be subject to discipline up to and including termination of employment.

Anti-Harassment

Harassment is a form of discrimination. Harassment includes derogatory or denigrating comments about a Protected Category; improper teasing, joking, or other conduct about an employee's membership in a Protected Category that has the purpose or effect of unreasonably interfering with an employee's work performance; and any other conduct and behavior about a Protected Category that creates an intimidating, hostile, or offensive work environment.

An employee with any knowledge of an incident involving prohibited harassment must report the incident to the Corporate Compliance Officer. (See [Reporting Harassment and Discrimination](#) below.)

Sexual Harassment

Sexual harassment is a form of employee misconduct and is strictly prohibited by Kulanu. 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 prohibited under Title VII and the New York State Human Rights Law. Under these laws, an employee may file a complaint with the respective government agencies responsible for enforcing the aforementioned laws or, in some cases, immediately file a lawsuit in court.

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

- Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that is explicitly or implicitly made a condition of your employment at Kulanu, that is used as a basis for an employment decision, that has the purpose or effect of unreasonably interfering with an individual's work performance, or which creates an intimidating, hostile, or offensive work environment.

- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- 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;
- 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 platform.

Remember, sexual harassment can occur between individuals of different sexes or genders, as well as between individuals of the same sex or gender. An employee with any knowledge of an incident involving prohibited sexual harassment must report the incident to the Corporate Compliance Officer. (See [Reporting Harassment and Discrimination](#) below.)

Reporting Discrimination and Harassment Process

An employee who feels they are a victim of discrimination, harassment, or who has knowledge of such behavior must immediately report such behavior to the Corporate Compliance Officer.

Employees may obtain a complaint form by requesting one from the Corporate Compliance Officer. When making such report, provide as much detail as possible. Upon receiving the report, Kulanu will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment or discrimination and will take prompt corrective action, if appropriate. (See [Internal Investigations](#).)

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 Corporate Compliance Officer. Supervisors and managers who fail to report such behavior to the Corporate Compliance Officer will be subject to disciplinary

action, up to and including immediate termination of employment.

Remember: discrimination or harassment may occur away from the workplace. For example, it may occur offsite at a Company holiday party. It may also occur through the Internet, such as on social media sites, or through other electronic means, such as email or text message. Regardless of when, where, or how it occurs, discrimination or harassment of applicants or employees must be reported immediately to the Corporate Compliance Officer.

All complaints of discrimination or harassment will be investigated promptly and in as impartial and 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 and will depend on many factors. (See [Internal Investigations](#).) Employees who, in good faith, report conduct that may constitute an incident of harassment or discrimination will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).)

6. Anti-Retaliation

Kulanu prohibits retaliation against employees and applicants 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 an instance of discrimination or harassment;
- Opposes discrimination or harassment;
- Participates or cooperates in a proceeding or investigation concerning discrimination or harassment;
- Makes a complaint or file a charge related to discrimination or harassment;
- Requests and/or receives a reasonable accommodation;
- Makes a complaint concerning errors in or nonpayment of wages, nonpayment of overtime, or unauthorized deductions from wages;
- Files a claim for, or receives, workers' compensation benefits;
- Files a claim for, or receives, short-term disability benefits; or
- Works with other employees, formally or informally, to improve the terms and conditions of their employment at Kulanu.

If you have knowledge of any incident involving a violation of this policy, immediately report it to the Corporate Compliance Officer.

Retaliation complaints will be investigated promptly and in as impartial and 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 and will depend on many factors. (See [Internal Investigations](#).)

7. Reasonable Accommodations

All accommodation requests must be directed to the HR Director.

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.

If you would like to request a disability accommodation, contact the HR Director. Upon doing so, Kulanu will engage in an interactive dialogue with you to determine what accommodations are reasonable under the circumstances. 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. Ultimately, however, Kulanu will determine whether an accommodation is reasonable under the circumstances and, if so, what accommodation to provide.

As part of the interactive process Kulanu may also ask your permission to obtain additional information from your physician or other medical professionals to better understand how your disability affects your ability to perform the essential functions of your job. All such medical information will be kept confidential to the greatest extent possible and as required by applicable law. However, complete confidentiality cannot be assured.

Employees and applicants who, in good faith, request disability accommodations, or who receive disability accommodations, will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).)

Religious Accommodations

Kulanu respects its employees' sincerely-held religious, ethical, and moral beliefs. Accordingly, it will provide reasonable accommodations to observant applicants and employees so long as doing so does not cause an undue hardship for Kulanu.

Religious accommodations vary, depending on the circumstances. However, examples may include schedule changes so that employees may attend religious ceremonies, as well as permitting limited religious expression in the workplace.

If you would like to request an accommodation in connection with a sincerely-held religious, ethical, or moral belief, contact the HR Director. Upon doing so, Kulanu will engage in an interactive dialogue with you to determine what accommodations are reasonable under the circumstances. Although you may be asked for your input regarding the type of accommodation you believe is necessary, ultimately, Kulanu will determine whether an accommodation is reasonable under the circumstances and, if so, what accommodation to provide.

Employees who, in good faith, request accommodations in connection with a sincerely-held religious, ethical, or moral belief, or who receive accommodations in connection with a sincerely-held religious, ethical, or moral belief under this policy, will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).)

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. It is important to note that both men and women can be victims of domestic violence, sex offenses, or stalking, and as a result, both men and women may be eligible for accommodations under this policy.

Reasonable accommodations 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.

If you would like to request a workplace accommodation because you are the victim of domestic violence, or a victim of a sex offense or stalking, contact the HR Director. Upon doing so, Kulanu will engage in an interactive dialogue with you to determine what accommodations are reasonable under the circumstances. Although you may be asked for your input regarding the type of accommodation you believe is necessary, ultimately, Kulanu will determine whether an accommodation is reasonable and, if so, what accommodation to provide. Any information that you provide as part of this interactive process will be kept confidential to the greatest extent possible and as required by applicable law. However, complete confidentiality cannot be assured.

Employees who, in good faith, request workplace accommodations because they are the victim of domestic violence, a sex offense, or stalking, or who receive an accommodation under this policy, will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).)

Accommodations for Pregnancy

Kulanu provides reasonable accommodations for an applicant's or employee's pregnancy, childbirth, and related medical conditions, so long as doing so does not cause an undue hardship for Kulanu. Reasonable accommodations vary depending on the circumstances. However, some examples may include additional rest breaks, assistance with carrying heavy objects, or changes to work schedules to accommodate medical appointments. In some cases, Pregnancy Leave may also be reasonable. (See [Short-Term Disability Insurance](#) above.)

If you would like to request a pregnancy-related accommodation, contact the HR Director. Upon doing so, Kulanu will engage in an interactive dialogue with you to determine what accommodations are reasonable under the circumstances. Although you may be asked for your input regarding the type of accommodation you believe is necessary, ultimately, Kulanu will determine whether an accommodation is reasonable under the circumstances and, if so, what accommodation to provide. Any information you provide as part of this interactive dialogue will be kept confidential to the greatest extent possible and as required by applicable law. However, complete confidentiality cannot be assured.

Employees and applicants who, in good faith, request pregnancy-related accommodations, or who receive a pregnancy-related accommodation, will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).)

8. Hiring Process

Background Checks

Applicants, as well as employees seeking an internal transfer, may be subject to a background check, depending on the position. When required by New York State law, Kulanu will also require applicants and/or employees to submit to fingerprinting.

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.

Job Descriptions

Kulanu reserves the right to modify or update the duties, functions, and responsibilities in any job description at any time, with or without notice. To receive a copy of your job description, contact the HR Director.

Employee Identification Badges

All employees will receive photo identification badges, which must be carried 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 school

campuses. If you lose or damage your identification badge, you may obtain a new badge by contacting the HR Director.

9. 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 the event that Kulanu reasonably imposes such a requirement, employees who fail to maintain such confidentiality may be subject to discipline, up to and including immediate termination of employment.

10. 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 Corporate Compliance Officer. (See [Examples of Reportable Incidents](#) and [Examples of Serious Incidents](#) below.)

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, either through another person or by any other means. 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 Corporate Compliance Officer.

Importantly, any concerns related to Medicare/Medicaid must be immediately and directly reported to the Corporate Compliance Officer. 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 of the student, client, or participant to a hospital or emergency room for treatment or observation.
- Any incident involving physical violence towards a student, client, or participant. Physical violence includes hitting, slapping, pinching, kicking, hurling, strangling, shoving. It also includes the 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 him/her discomfort.
- Any incident involving sexual contact between a student, client, or participant and any employees, interns, consultants, contractors, or volunteers at Kulanu. Sexual contact 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. Sexual contact also includes causing an individual to touch anyone else for the purpose of arousing or gratifying personal sexual desires. Forcing an individual to watch, listen to, or read material of a sexual nature is also considered sexual abuse.
- 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 (for example, 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 or not 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 Director.

- Any other conduct that is prohibited by an individual's Individualized Educational Program (IEP).

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 Corporate Compliance Officer.

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 to 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 or the HR Director.

Personal Assistance and Property

Some employee's 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. 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 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.* employees may assist an individual in packing their backpacks, or they may assist the individual in 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.

11. 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, as an exempt employee's salary covers all hours worked in one workweek. If you have any questions regarding your employment classification, contact the HR Director.

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 employee benefit plan documents provide otherwise.

12. Work Schedules, Time Records, and Breaks

Kulanu's Regular Business Hours

Kulanu consists of the following divisions:

- Educational Studies
- Parent Advocacy and Resource Center (PARC)
- Kulanu Works (Adult Services)
- Torah L'Kulanu
- Day Habilitation
- MSC/CCO
- FI
- Social Services
- Employment Services.

Please consult Kulanu for the regular business hours of any of the above divisions. Upon hire, employees will also be informed of their anticipated regular working hours.

Employees must be ready to begin work at their scheduled start time. Each employee's work schedule will be outlined in their Letter of Agreement. However, remember that each employee's work schedule is subject to change, depending on the needs of Kulanu and/or Kulanu's students, clients, and participants. Kulanu will endeavor to provide as much advance notice as possible of any schedule changes.

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 at Kulanu, or the entire school. Should Kulanu and/or a program close for the day, Kulanu will endeavor to provide affected employees as much advance notice of the closure 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 time worked each week. If there are errors in your time records, contact the HR Director to report the error or mistake. Any errors will be promptly addressed and corrected. Kulanu does not take any adverse employment action against any employee who makes a good-faith wage-hour related complaint. (See Anti-Retaliation.) If you believe you

have been retaliated against for reporting a wage-hour error, contact the HR Director.

Additional Hours of Work

From time to time, an employee may be asked to work additional hours beyond their regular schedule. For example, an employee who regularly works 6 hours per day may be asked to work an additional hour for one day 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.

For the avoidance of doubt, additional hours beyond an employee's regularly scheduled shift are not always considered overtime hours. (See Overtime below.)

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 repeatedly 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. From time to time, and if it does not impact Kulanu's

operational needs, a faculty employee who attends an overnight school trip will be given the next school day off.

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

Employees in the Education Division: The employee calendar for the Education Division has days designated as staff orientation days prior to the start date for Kulanu students, clients, and participants, as well as days designated as program evaluation days in June after graduation. Orientation days and program evaluation days are mandatory for employees in the Education Division. In the event that an employee cannot attend one of these days, absent the employee providing a satisfactory reason for not attending (for example, an illness or medical emergency), such absence shall be counted as an unexcused absence and the employee may be subject to disciplinary action.

Meal Breaks and Outside Food

Kulanu provides meal breaks as required under applicable law, subject to the operational requirements of each division and each employee's job responsibilities.

Policy regarding outside food:

Kulanu is a nut-free facility. Therefore, products containing nuts and/or products processed in facilities with nuts may not be brought into the building. Further, Kulanu is a kosher facility. However, accommodations are made for employees, students, clients, and participants who are not kosher.

Breaks for Nursing Mothers

Kulanu provides nursing mothers with reasonable break time so they may express breast milk for a nursing child, for up to three years following the child's birth. Kulanu will designate a private area, that is not a restroom, for such purposes. Employees should notify the HR Director as soon as they know they may require breaks for expressing breast milk.

13. Payroll Practices

Payday

All employees are paid on the 15th and the last day of the month. In the event that a regularly scheduled

payday falls on a holiday, you will receive your pay on the business day immediately prior to the regular scheduled payday.

If the regularly scheduled payday falls on a Saturday, you will receive your paycheck on Friday. If the regularly scheduled payday falls on a Sunday, you will receive your paycheck on Monday.

If you are on paid vacation or paid leave, prior to going on leave or on vacation, please notify Kulanu as to how you would like to receive your paycheck.

Paystubs

With each paycheck, an employee will also receive a paystub containing the following information. Your pay stub will include the following information:

- The employee's name;
- Kulanu's business name, address, and phone number;
- The payroll period covered by the paycheck;
- The employee's rate or rates of pay (for example, hourly, salary, shift, daily, weekly, etc.);
- How the employee is paid (for example, by check or by direct deposit);
- The employee's gross wages;
- Any deductions and allowances;
- The employee's net wages;
- For employees who are non-exempt, the pay stub will also list the employee's regular hourly rate, their overtime rate, the number of regular hours worked, and the number of overtime hours worked.

Deductions include any federal, state, and local taxes required or authorized by applicable law. If an employee voluntarily enrolls in any benefit plans or programs that require employee contributions, upon receiving the proper authorization from the employee, Kulanu will also deduct such contributions from the employee's paycheck. Further, Kulanu will make any and all other deductions required by applicable law, such as wage garnishments ordered by a court or government agency.

We do not anticipate any errors occurring in payroll. If you notice an error, notify the Business Manager by phone at (516) 569-3083 ext. 105 or by email to schedule a mutually convenient appointment.

Kulanu will not take any adverse action against an employee who makes a wage-hour complaint. (See Anti-Retaliation.) If you believe you have been retaliated against for making a wage-hour complaint, immediately notify the HR Director.

When required by applicable law, Kulanu may provide employees with periodic notices regarding pay. When requested, employees must acknowledge receipt of such notices in writing and return the signed notices in a timely manner.

Work-Related Expenses and Reimbursement

Kulanu will reimburse employees for reasonable work-related expenses consistent with the policy outlined below. All work-related expenses must be approved in advance by the Division Leader.

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.

Kulanu retains sole discretion in determining whether a work-related expense is reimbursable, and the amount of such reimbursement. Remember, any and all work-related expenses must be reasonable.

Work-Related Travel Expenses

When approved, the reasonable cost of travel, meals, lodging, and other expenses incurred by an employee while traveling for Kulanu will be reimbursed. All business travel must also be approved in advance by your supervisor or the Division Leader.

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

- **Air and Rail Travel:** Kulanu will 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 will 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 will reimburse reasonable work-related car rental fees for compact and mid-sized 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

All other non-travel related but work-related purchases must be approved in advance by your supervisor or the Division Leader. Employees must submit a purchase order prior to making any work-related purchase.

Purchase order forms may be obtained from the Business Office and must be fully and properly completed before they are submitted for approval.

Once a purchase order has been provided, a copy of the approved purchase order 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.

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.

Discretionary Bonus

Bonuses may be paid to employees from time to time. Kulanu retains sole discretion in determining whether a bonus will be paid, who will receive a bonus, and the amount of any bonus. A formula may be used in determining who will receive a bonus and the amount of any such bonus.

Any past payment of bonuses to an employee is not a guarantee that the employee will receive the same, or a similar bonus, at a future date. Further, any pattern of bonus payments is not a guarantee that such pattern shall continue.

14. Attendance Policy

Punctuality and Attendance

All employees are expected to arrive at their scheduled start time, prepared and ready to work. Further, employees must work the entirety of their scheduled shift, unless a medical emergency or other emergency occurs, in such case, the employee must notify their immediate supervisor or the Division Leader as soon as possible. An employee who requires a change in their work schedule because of a disability or medical impairment, regardless of whether or not an emergency occurs, should contact the HR Director, as a reasonable accommodation may be available. (See Reasonable Accommodations.)

IMPORTANTLY, for Kulanu teachers:

- Teachers are required to remain with students, clients, and participants until all students, clients, and participants have been picked up by their guardians.
- Para-professionals are required to remain with their 1:1 student, client, or participant until the student, client, or participant has been picked up.

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.

Employees in the Education Division: All teachers, including specialists, must prepare and have readily available long-term lesson plans for use in the event of an unanticipated, extended leave of absence. Long-term lesson plans must be kept in the classroom in a place that is easily accessible by any substitute. Remember, all lesson plans are guides and are not static. Accordingly, lesson plans should be regularly updated on an as-needed basis.

Absences and Tardiness

Unexcused absences and tardiness interfere with Kulanu's ability to provide continuous, consistent, and uninterrupted services to its students, clients, and participants. Further, it disrupts Kulanu's overall operations as Kulanu must divert resources and time to find a substitute to cover for an employee's tardiness or absence. Accordingly, regular attendance and punctuality are essential requirements of employment. All employees are expected to report for work at their scheduled start time and to remain for the duration of their regularly scheduled shift. An employee who requires a change in their work schedule because of a disability or medical impairment should contact the HR Director, as a reasonable accommodation may be available. (See Reasonable Accommodations.)

If you anticipate arriving late to your scheduled shift, promptly contact your Division Leader, or their designee, and notify him/her that you will be arriving after your scheduled start time, the approximate time when you will arrive, the reason for the late arrival, any incomplete or urgent work that needs to be performed at the beginning of your shift, and a telephone number by which to reach you. This notice should be provided at least 30 minutes prior to your scheduled start time or, if that is not possible, as soon as practicable. If you are unable to obtain a voice-to-voice contact, then you must either email or text such notice, and confirm that the notice was received. Failure to call, text, or send an email notification about a late arrival may result in disciplinary action, up to and including termination of employment.

For medical-related absences that are foreseeable, such as medical appointments, Kulanu encourages employees to 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, such employee must provide as much advance notice as is practicable to

their Division Leader. Excessive absences or tardiness that are unexcused may result in discipline, up to and including termination of employment.

An employee who is absent from work for three (3) or more consecutive work days for medical reasons will be required to provide documentation from a medical provider verifying that the 3-day absence was due to an illness. Any such documentation must not specify the nature of the employee's illness. If you require an extended period of leave due to an illness or other medical condition or disability, you should contact the HR Director at Kulanu. A reasonable accommodation may be available, depending on the circumstances.

Should you be 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 excuse upon return, you will be double-docked for missing such day, meaning you will lose 2 PTO days.

Out of Office on Business

From time to time, your job duties may require you to be out of the office to attend, for example, a work conference or meeting. When this occurs, you must obtain written approval from your supervisor in advance by submitting an "Out of Office on Business" form at least 7 days' in advance, if possible. You are required to provide a telephone number where Kulanu can reach you while you are out of office.

15. Employee Performance

At-Will Probationary Period

Newly-hired employees will be subject to a 90-day probationary period and receive a performance evaluation upon completing the probationary period.

The 90-day probationary period is at-will. Therefore, Kulanu may terminate you prior to the end of the probationary period, as well as change the terms and conditions of your employment at any time, for any reason or no reason, with or without cause, and with or without notice, during the probationary period.

The 90-day probationary period is intended to provide you an initial assessment of your strengths and weaknesses at Kulanu, and to help establish early benchmarks with the school. Upon successful completion of the 90-day probationary period, your

employment at Kulanu will continue, however, such employment is still at-will employment, meaning that Kulanu may terminate your employment for any reason or no reason, with or without cause, and with or without notice.

Performance Evaluation

Kulanu generally conducts performance reviews twice a year, although Kulanu may require additional performance reviews for certain employees with performance issues.

For each performance review, written evaluations will be provided. 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, and outline areas needing improvement. With that being said, 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.

During a performance review, your supervisor will meet with you in private to discuss the formal written evaluation and provide you with an opportunity to respond, in writing. If you disagree with the performance review, you should discuss the differences with your supervisor and note your comments on the performance review. At the conclusion of the meeting, you will be asked to sign and date the evaluation form acknowledging you have read and discussed the performance review with your supervisor. All performance evaluations forms will be kept in your personnel file.

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.

An employee may only pursue an internal transfer if such employee:

- Notifies their immediate supervisor of their intent to seek an internal transfer;
- Has worked in their current position for at least six months;

- Meets all the job qualifications for the open position;
- Is able to perform the essential job functions of the open position, with or without a reasonable accommodation;
- Their most recent performance review was satisfactory;
- Is not subject to a performance improvement plan or any other disciplinary action or process at the time they apply for the internal transfer; and
- Agrees not to apply for a second internal transfer if they know they are under consideration for another.

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 HR Director, who also has a list of available job vacancies. Further, all open positions are posted on the Kulanu website's internal network.

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.

Employees of the Education Division: Kulanu will accept applications from current staff of the Education Department for open, internal positions only during the months of April, May, and June.

Employment References from Kulanu

For references from Kulanu, the HR Director is the only person authorized to respond to reference check inquiries from prospective employers. Accordingly, all reference requests must be in writing and directed to the HR Director. 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.

Personnel Files

It is the responsibility of each employee to promptly notify their supervisor or the Division Leader of any changes that should be reflected in their personnel file. Specifically, employees should notify Kulanu of any changes to the following information:

- Legal name;
- Home address;
- Home telephone number;
- Emergency contact name and telephone number;
- Changes that would affect tax withholdings;
- Names, addresses, and telephone numbers of dependents and other benefit plan beneficiaries;
- Change in beneficiaries; and
- Exemptions on your W-4 form.

Personnel files should be accurate and as current as possible. Remember, falsification of any Kulanu records, including personnel files, may result in discipline, up to and including termination of employment.

16. Employee Benefits

Medical and Dental Benefits

Kulanu offers medical and dental insurance coverage options to eligible employees. Whether an employee is eligible is determined by the terms of the employee benefit plan documents. Employees will be provided with enrollment information upon hire and during open enrollment periods. Kulanu will provide advance notice to employees of the open enrollment period each year.

An employee may be eligible to enroll in benefit plans outside of the open enrollment period if a qualifying event occurs. The benefit plan documents explain what is considered a “qualifying event.” If you believe a qualifying event occurred, or have any questions about changing your elected coverage, contact the HR Director.

Worker’s Compensation Insurance

Kulanu maintains a workers’ compensation insurance policy at no cost to its employees. Workers’ compensation is insurance that provides cash benefits and/or medical care for eligible employees who are injured or become ill as a direct result of their job at Kulanu. If you experience a work-related injury or illness, notify your immediate supervisor or Division Leader immediately. Failure to do so may adversely affect your claim for benefits.

Employees who submit a claim under Kulanu’s workers’ compensation insurance will not be subject to an adverse employment action as a result. (See [Anti-Retaliation](#).) If you believe you have been

retaliated against, immediately notify the HR Director.

Short-Term Disability Insurance

Kulanu maintains a short-term disability insurance policy at no cost to its employees. Disability benefits are temporary cash benefits paid to eligible employees that become disabled by an injury or illness that does not arise out of, or occur in the course of, their work for Kulanu. Benefits are paid for a maximum of 26 weeks of disability during 52 consecutive weeks.

If you believe you are unable to work due to an injury or illness, even if that injury or illness does not arise out of your work for Kulanu, notify your immediate supervisor or the Division Leader immediately. Failure to do so may adversely affect your claim for benefits.

Employees who submit a claim under Kulanu’s short-term disability insurance policy will not be subject to any adverse employment action as a result. (See [Anti-Retaliation](#).) If you believe you have been retaliated against, immediately notify the HR Director.

Leave for Pregnancy-Related Disability

Kulanu recognizes that the demands of pregnancy, childbirth, and various other pregnancy-related conditions (each a “**Pregnancy Condition**”) may impose limitations on an employee’s ability to work. Accordingly, employees affected by a Pregnancy Condition may be eligible for leave pursuant to the terms of the Company’s short-term disability policy (“**Pregnancy Leave**”).

Remember, an employee who is pregnant may also receive leave related to Pregnancy Condition under the Family and Medical Leave Act, as Paid Family Leave, or as a reasonable accommodation.

Eligible employees will receive Pregnancy Leave, subject to written verification by a physician, for a period in accordance with need before and/or after childbirth or miscarriage. Pregnancy Leave is paid based on the employee’s wages in the weeks preceding the qualifying Pregnancy Condition, and is deducted from the total annual short-term disability allowance of 26 weeks. If you have questions about Pregnancy Leave, contact the HR Director. No adverse employment action will be taken against an employee who requests or utilizes Pregnancy Leave in accordance with this Policy.

17. Time-Off; 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 “**PFL**”). Under the PFL, employees are entitled to paid, job-protected leave under certain circumstances. If you have any questions about Paid Family Leave, notify the HR Director.

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 Paid Family Leave.

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

Employee Contribution

Paid Family Leave is funded through employee contributions made through payroll deductions. The maximum payroll deduction is 0.126% of the employee’s average weekly wage (“**AWW**”), up to the New York State Average Weekly Wage (“**NYAWW**”). These deductions will automatically be taken from each employee’s paycheck.

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

If you have originally signed a waiver of benefits form, but your regular work schedule changes such that you will now be eligible for Paid Family Leave, the waiver will be automatically revoked, and you will be responsible for paying any required Paid Family Leave contributions measured from your first day of employment.

Benefits of Paid Family Leave

Under the PFL, for the 2018 calendar year, eligible employees may take up to 8 weeks of paid leave within a 52-week period. This 52-week period is measured by looking back 52-weeks from the first day of an employee’s requested start date for Paid Family Leave.

While an employee is on Paid Family Leave, to the extent permitted by the health insurance plan documents, Kulanu will maintain that employee’s group health insurance coverage, if applicable, at the same level and under the same circumstances as when that employee was actively working. Upon returning from approved Paid Family 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.

Paid Family Leave Purposes

For the 2018 calendar year, eligible employees may take up to 8 weeks of employee-funded Paid Family Leave in a 52-week period for the following reasons:

- The birth of a son or daughter, in order to care for such son or daughter (leave to be completed within one year of the child’s birth);
- The placement of a son or daughter with an employee for adoption or foster care, in order to care for the newly placed son or daughter (leave to be completed within one year of the child’s placement);
- To care for an employee’s spouse, domestic partner, child, parent, parent-in-law, grandparent, or grandchild with a serious health condition (as defined in the law);
- To assist family members when a spouse, domestic partner, child, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

Spouses who are both employed by Kulanu and both eligible for Paid Family Leave are prohibited from using Paid Family Leave at the same time:

- For the birth of a son or daughter, in order to care for such son or daughter; or
- For the placement of a son or daughter with the employee for adoption or foster care, in order to care for the newly placed son or daughter.

To be clear, both eligible spouses will be permitted to request and use Paid Family Leave. However, such leave is not permitted to run concurrently.

Requesting Paid Family Leave

Employees whose need for Paid Family Leave is foreseeable must provide Kulanu with at least 30 calendar days' prior written notice of the need for Paid Family Leave. 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. When an employee takes intermittent Paid Family Leave, they must notify Kulanu as soon as practicable before each day of intermittent leave. Failure to provide advance notice may result in a delay of Paid Family Leave, depending on the particular facts and circumstances.

Employees may obtain Paid Family Leave claim forms (Form PFL-1) on the employee page of the Kulanu website.

Approval or Denial of Paid Family Leave

Within 18 days of filing a complete claim package, the insurance carrier will either: (1) approve the requested leave; or (2) deny the claim and provide you with an explanation of the denial. If your leave is approved, you will be entitled to a maximum benefit of 50% of your AWW, capped at 50% of the NYAWW. Your AWW will be calculated by adding up your AWW for the 8 weeks prior to the start of the Paid Family Leave, and dividing the total by 8. For 2018, the NYAWW is \$1,305.92.

For example, if your AWW is \$1,000, which is less than the NYAWW, you will be entitled to receive a weekly benefit of \$500. If your AWW is \$2,000, which is more than the NYAWW, you will be entitled to receive a weekly benefit of 50% of the NYAWW, or \$652.96.

Intermittent and Reduced Schedule Leave

Paid Family Leave may be taken intermittently (in separate, intermittent blocks of weeks or days). An employee requesting intermittent leave must advise Kulanu and its insurance carrier of the estimated frequency and duration of the intermittent leave.

Weekly benefits are calculated as discussed above. Daily benefits are calculated by dividing an employee's AWW by the average number of days the

employee works per week. If a salaried employee takes intermittent leave, Kulanu may, to the extent permitted by applicable law, reduce the salaried employee's compensation based on the amount of time actually worked.

In addition, while an employee is on intermittent leave, Kulanu may, in its sole discretion, temporarily transfer that employee to an available alternative position with equivalent pay and benefits whose job functions better accommodate the employee's new reduced schedule.

Medical Benefits During Paid Family Leave

For employees enrolled in Kulanu's health insurance plans, during approved Paid Family Leave, Kulanu will maintain employee health benefits as if the employee is still actively employed, unless the health insurance plan documents provide otherwise.

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 Paid Family Leave 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 Paid Family Leave that such leave also qualifies as FMLA leave and, accordingly, that such leave will also deduct 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 in lieu of applying for Paid Family Leave 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 Paid Family Leave does not extend the 8

weeks of the Paid Family Leave period, but rather runs concurrently during the Paid Family Leave period until it is paid out and exhausted.

In no case will the substitution of paid time off for Paid Family Leave result in the receipt of more than 100% of an employee's wages for that period of time.

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.

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 a newly born, adopted, or fostered child (within the first 12 months of such child's birth, adoption, or fostering).
- To care for a spouse, son, daughter, 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, son, daughter 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**").

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 son or daughter and in order to care for such son or daughter;
- For the placement of a son or daughter with the employee for adoption or foster care to care for the newly placed son or daughter; 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; or
- A combination of Military Caregiver Leave and leave for other FMLA-qualifying reasons.

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 Director. 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 Director 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 Director 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 use such paid time off concurrently with the FMLA leave so that the employee can receive their full wages for that time period. 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 of time.

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 Director if you have any questions regarding medical benefits during FMLA leave.

Exemption for Key Employees

Key employees, defined as salaried and FMLA-eligible employees who are among the 10% of the highest paid employees at Kulanu, may not return to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to Kulanu's operations. This fact-specific determination will be made by Kulanu on a case-by-case basis. If Kulanu intends to deny reinstatement due to an employee's status as a key employee, Kulanu will notify the employee of their key employee designation, and of their rights under such circumstances.

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.

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. The amount of PTO and how it accrues is outlined in your Letter of Agreement with Kulanu. Employees may use PTO subject to the terms of their Letter of Agreement and the following conditions:

- Employees will receive a specified number of PTO days on their start date that will be accrued over the course of that year. The accrual rate is outlined in your Letter of Agreement. If you are unsure how many PTO days you have left, contact the HR Director.
- An employee may use accrued, unused PTO up through the end of the fiscal year.
- At the end of the fiscal year, employees will receive information as to the amount of PTO left in their bank and their options for leftover PTO. For example:
 - Employees may choose to "bank" PTO days at the end of the fiscal year, up to a maximum of 5 days banked PTO.
 - Employees may choose to be paid out for any accrued, unused PTO. Accrued, unused PTO will be paid out at the rate of 1 day for every 2 days of accrued, unused PTO.
- 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 each one day of PTO will be counted as **two days** of PTO used. In other words, an employee who requests to use one day of PTO the day before or immediately after a holiday observed by Kulanu will have two days of PTO deducted. 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.
- 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).

- Unused, accrued PTO days are not paid out upon termination, regardless of whether such termination is voluntary or involuntary.

If an employee exhausts their PTO and is absent, unless the employee is able to 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. Remember, an employee may request time-off under another leave policy in this Handbook if the employee qualifies for such leave. (See [Paid Family Leave](#) or [Family and Medical Leave](#)). Further, an employee with a qualifying disability may request a reasonable accommodation in the form of additional unpaid time-off. (See [Reasonable Accommodations Policy](#).)

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 work days 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.

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 day will not be deducted from your PTO bank.

It is expected that all employees will be present the day prior to and subsequent to all holidays. As explained under the PTO policy, should an employee request to use PTO the day prior to, or immediately after, a holiday, that one day of PTO will be counted as two days of PTO. (See [Paid Time Off](#).) 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.

Bereavement Leave

In the event of the death of an employee's spouse or domestic partner, child, parent, sister, or brother, Kulanu will provide such employee with up to 7 consecutive days of paid 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 days of consecutive paid bereavement. At Kulanu's discretion, additional time may be taken as unpaid personal leave, depending on the circumstances. An employee who would like to request bereavement leave must notify their immediate supervisor or the Division Leader as soon as possible.

Jury Duty Leave

Employees will be granted a leave of absence so they can fulfill their legal obligation of jury service, provided they give reasonable advance notice of their obligation to serve to their supervisor or to the HR Director. 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. 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 or the Division Leader. Failure to provide this proof may result in discipline, up to and including termination.

Other Types of Leave

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

- **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, or acting as the representative of, a deceased victim of a crime or violation;
 - 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: participating in preparing a victim-impact statement; appearing as a witness; consulting with a district attorney; making a victim’s statement at a sentencing hearing; making a victim’s statement before the New York State Board of Parole; or exercising other rights under the 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 provide leave to an employee who is charged with committing a crime and required to attend a judicial proceeding related to that charge.

- **Voting Leave:** Employees who are registered voters, and who do not have sufficient time outside of their regular work hours, may take time-off to vote. For hourly employees, up to two hours of voting leave shall be paid. An employee who intends to take time off to vote must notify their immediate supervisor or the Division Leader at least **two business days before the day of the election**, however, employees are encouraged to provide as much advance notice as possible. Time off to vote will only be allowed at the beginning or end of a work shift, as designated by Kulanu in its sole discretion.

Please note: If an employee has 4 consecutive hours between the opening of the polls and the beginning of their work shift, or between the end of their work shift and the closing of the polls, the employee is deemed to have sufficient time outside of working hours to vote, and therefore

will **not** be provided time off to vote during working hours.

- **Blood Donation Leave:** Kulanu provides employees who work on average at least 20 hours per workweek with up to 3 hours of leave per calendar year to donate blood. This leave shall be unpaid for employees paid on an hourly basis. Employees should provide at least **three days’ notice** prior to the day on which blood donation leave will be taken, however, employees are encouraged to provide as much advance notice as possible. If advance notice is not possible (for example, an employee is called-in to make an emergency blood donation), as much notice as practicable should be provided. Employees must provide proof of blood donation, or a good-faith effort at blood donation, from the blood bank upon returning to work.
- **Bone Marrow Donation Leave:** Kulanu provides employees who work on average at least 20 hours per workweek with leave to donate bone marrow. An employee may take up to 24 hours off per bone marrow donation, as determined by a physician. Such time-off includes time needed for surgery, recovery, and follow-up medical care. This leave shall be unpaid for employees paid on an hourly basis. Employees should provide at least **24 hours’ notice** prior to taking time-off to make a bone marrow donation, however, employees are encouraged to provide as much advance notice as possible. If advance notice is not possible (for example, an employee is part of a bone marrow registry and is called-in to make a donation on short notice), as much notice as practicable should be provided. Employees must provide physician verification of bone marrow donation upon returning to work.
- **Volunteer Emergency Responder Leave:** An employee who volunteers their services as a volunteer firefighter or as a member of a volunteer ambulance service should provide to Kulanu a written certification verifying their membership status from the head of their volunteer fire department or volunteer ambulance service. If Kulanu receives this certification, following the declaration of a local or New York State emergency, a volunteer emergency responder will be provided with protected leave for as long as the employee is engaged in the performance of emergency response duties. Upon returning to work, an

employee must provide Kulanu with certification from the head of their volunteer fire department or volunteer ambulance service verifying that such leave was needed to respond to a local or state emergency.

- **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 law.

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 Corporate Compliance Officer.

18. Workplace Privacy

No Reasonable Expectation of Privacy

To ensure the safety of Kulanu employees, Kulanu students, clients, and participants, and other persons on Kulanu premises, Kulanu monitors the use of any Kulanu Electronic Resource, 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. 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, or Kulanu Electronic Resources owned, used, or licensed by Kulanu.

For the same reason, Kulanu may also search such instrumentalities, such as desks, lockers, containers, and other areas on Kulanu premises, as well as search and/or monitor your use of Kulanu Electronic

Resources, for legitimate business purposes, as determined by Kulanu in its sole discretion, with or without notice. Employees are required to cooperate in any such search conducted by Kulanu.

19. Safety and Security

Security on Premises

Please remember to carry your Kulanu identification badge with you at all times, as it is needed to access Kulanu buildings and offices. Every faculty member is provided with a security card or fob to access Kulanu premises. This card or fob is personalized with your name and security clearance for time in the building. Should you lose your security card and/or fob, contact the HR Director 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. As such, we recommend that employees avoid bringing personal valuables to work. Should an employee bring personal valuables to work, we recommend that they do not leave the item in any area that is visible, easily accessible by the public, or unsecured. Employees should not use the coat closets to store personal valuables. Further, employees should not leave articles of value in a coat or jacket that is not being worn.

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 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.

Ignorance of any workplace safety rule is not an excuse, and an employee who violates any workplace safety rule may be subject to discipline, up to and including immediate termination.

Employees must immediately report any unsafe work conditions to their Division Leader. Employees must also report any injury that occurs at work to their supervisor or the Division Leader, regardless of how minor the injury may appear. If you are unable to contact your supervisor, report the injury to HR Director. Failure to report an unsafe condition may result in disciplinary action.

Smoke-Free Workplace

New York prohibits smoking in indoor areas, including in all places of employment. Therefore, smoking is absolutely prohibited on Kulanu premises (including conference rooms, bathrooms, kitchens, and lunchrooms). Employees who choose to smoke must do so only when off-duty and at least fifteen feet away from any Kulanu entrance. This policy applies not just to cigars, pipes, and cigarettes, but to products such as vaporizers and e-cigarettes as well.

Visitors in the Workplace

To ensure the safety and security of Kulanu's students, clients, and participants, employees, and other guests, all visitors must sign in at the reception area or main office and be accompanied by an employee at all times.

Visitors requiring a tour of the facility will be accompanied by a member of the administrative staff, the Division Leader, or a person designated by administrative staff or the Division Leader. Occasionally, visitors may be brought into classrooms during class hours to observe the services provided by Kulanu. Kulanu will attempt to provide advance notice prior to such classroom visits, however advance notice is not guaranteed.

Bringing Children to the Workplace

Kulanu permits its employees to bring their children to the workplace *only if* absolutely necessary and only when approved in advance by Kulanu. This policy applies to employees who are on-site, and in the field.

If an employee needs to bring their child to work, the employee must contact their supervisor as soon as possible to discuss the situation. The supervisor will also direct the employee to speak to Kulanu

administration. Kulanu has sole and final discretion in determining whether an employee may bring a child to work during the employee's regular work schedule.

Factors Kulanu will consider in making this decision include, but are not limited to, the child's age, how long the child will be present at the workplace, the specific work environment and circumstances of the employee, the employee's job duties and responsibilities, and whether the child's presence will disrupt other Kulanu employees and/or its students, clients, and participants. However, to protect and safeguard the health of Kulanu students, clients, and participants, and Kulanu employees, under no circumstances will Kulanu permit an employee to bring their child to work if the child is sick.

Any child brought to the workplace is the sole responsibility of the employee. The employee must supervise and accompany their child at all times.

20. Drug and Alcohol Free Workplace

Kulanu endeavors to provide a safe and secure workplace for its employees, students, clients, participants, and guests. To fulfill this goal, Kulanu requires employees to perform their job duties and responsibilities in a manner that will not cause or risk causing harm, to other Kulanu employees, students, guests, or themselves. Accordingly, while on Kulanu premises and while conducting business-related activities off Kulanu premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol and illegal drugs or engage in the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or illegal drugs.

The legal use of prescribed medication is permitted on the job only if it does not impair an employee's ability to satisfactorily perform the essential functions of the job and does not endanger other individuals in the workplace. If you use prescription medication and have concerns that the medication may affect your ability to perform your job duties, contact the Corporate Compliance Officer, as a reasonable accommodation may be appropriate, depending on the circumstances.

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

Drug and Alcohol Testing Policy

In accordance with Kulanu's desire to maintain a safe and secure workplace, 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.

- **Pre-Employment Testing:** Job applicants for certain positions may be subject to drug and alcohol testing after receiving a conditional offer of employment from Kulanu. Your Letter of Agreement will state whether the position offered requires drug and alcohol testing as a condition of employment. The conditional offer of employment is subject to the applicant submitting to and successfully completing and passing the drug and alcohol test.
- **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. Factors that may give rise to a reasonable suspicion include, but are not limited to: an employee's appearance, speech, behavior, and conduct; reports from other workers or persons that the employee is under the influence; and other objective factors.
- **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 soon after the incident occurs.

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 or applicants who test positive for drug and/or alcohol usage, and who are unable to provide a satisfactory reason for the positive test result (*e.g.* unknown side effect of a prescribed medication), will have their conditional offer of employment rescinded or 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 or rescission of a conditional offer of employment.

21. Confidential Information

In order to satisfactorily and effectively perform their jobs, 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, or to prevent employees from engaging in protected concerted activity to improve the terms and conditions of their employment.

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 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 other than to other Kulanu employees, volunteers, affiliates, or interns who are authorized to be in receipt of the particular Confidential Information.

The word “authorized” is used because publishing or disclosing, or allowing to be published or disclosed, whether orally or in writing, Confidential Information to a person or entity who has not been authorized to view, access, possess, or know the Confidential Information is a violation of this policy.

Whistleblower Protection

The following are the three limited circumstances in which Kulanu’s Nondisclosure Policy (stated above) will not apply:

1. If an employee’s disclosure of Confidential Information is made: in confidence to a federal, state, or local government official, directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law;
2. In a complaint or other document that is filed under seal in a court action or other similar proceeding; and
3. In a lawsuit or other similar proceeding filed against Kulanu for unlawful retaliation against an employee for reporting a suspected violation of the law, an employee may disclose

Confidential Information to employee’s attorney and use the Confidential Information in a court proceeding only if: (a) the employee files any document containing Confidential Information under seal; and (b) the employee does not disclose the Confidential Information except pursuant to a valid court order.

Kulanu takes the protection of its Confidential Information extremely seriously. Therefore, other than the limited exceptions outlined above, Kulanu will enforce this policy to the maximum extent permitted by applicable law, including by initiating legal action against employees and former employees who breach or threaten to breach this policy.

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. As such, it is a violation of this policy for you to use your position as a Kulanu employee to access or to attempt to access Confidential Information that is not directly related to the performance of your job duties. By way of example, using your access to Kulanu Electronic Resources to review IEPs, ISPs, Habilitation Plans, Life Plans, or medical information when doing so is not part of your job duties is a violation of this policy.

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.

From time to time, a student, client, or participant’s guardian will request information. Guardians may not review an internal record for a student, client, or participant without prior written authorization from the Division Leader.

If an employee would like to review a file, the employee must document the date and time the file is reviewed, and the purpose of the review. Remember,

confidential information may not be disclosed to persons without authorization to access such files.

IMPORTANTLY, files may **not** leave Kulanu's building or the administration office at any time and must be secured in its proper space every evening.

Employees in the Education Division: Test scores may be discussed with a parent or other parties only with prior approval of the Head of Schools. Referrals to outside agencies or professional will be made only with approval of the Head of Schools.

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, except as may be required within the scope of their job duties during the course of their employment with Kulanu, and then only for the benefit of Kulanu and with the prior approval of the Division Leader. 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. A breach of any obligation may subject an employee to discipline, up to and including termination.

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. It is a violation of this policy for you to transmit, download, or remove, whether electronically or otherwise, Confidential Information from Kulanu's premises or Kulanu Electronic Resources to non-Kulanu-controlled property or servers in anticipation of termination.

Post-Termination Confidentiality Obligations

Your confidentiality obligations to Kulanu continue after your employment terminates, regardless of whether termination is voluntary or involuntary, until such time as the Confidential Information becomes public knowledge, other than as a result of your violation of this policy or violation by those acting in concert with you or on your behalf.

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 Company 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 immediate supervisor, the Division Leader, or the Corporate Compliance Officer.

22. Electronic Resources

Kulanu Electronic Resources

This policy applies to all computers, laptops, desktops, cellphones, phones, voicemail systems, printers, scanners, fax machines, cameras, video recorders, and all other electronic devices owned, leased, licensed, or used by Kulanu, as well as all networks, databases, clouds, portable drives, accounts, voicemails, emails, messaging systems, contacts, internet access, images, surveillance videos, and all other electronic resources owned, leased, licensed, or used by Kulanu (collectively, the "**Kulanu Electronic Resources**"). This policy also applies to any and all electronic communications, records, documents, images, graphics, videos, files, data, compilations, lists, and other information prepared, sent, viewed, stored, created, saved,

deleted, received, or otherwise accessed using Kulanu's Electronic Resources.

All employees who use or otherwise access Kulanu Electronic Resources 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 Kulanu Electronic Resources. Any employee who violates this policy may be subject to discipline, up to and including immediate termination of employment.

Right to Monitor; No Reasonable Expectation of Privacy

Kulanu reserves the right to monitor, save, review, access, compile, send, transmit, or delete any and all information, communications, files, documents, records, and other data on any Kulanu Electronic Resource, including any electronic device or resource that is password-protected or otherwise locked. Accordingly, you have no reasonable expectation of privacy, or personal rights, in any materials created, accessed, saved, received, downloaded, or sent through Kulanu Electronic Resources. Upon request, an employee must provide Kulanu with their username, password, passcodes, access codes, and all other information needed by Kulanu to access a Kulanu Electronic Resource, freely and without restriction.

Kulanu may monitor and access any and all Kulanu Electronic Resources, at any time, with or without notice, for any legitimate business purpose. All information and data on any Kulanu Electronic Resource may also be disclosed to a third-party when doing so serves the legitimate business interests of Kulanu, or if Kulanu is required to disclose such information pursuant to a court order or applicable law.

Authorized Uses of Electronic Resources

Kulanu Electronic Resources may only be used by an employee to satisfactorily and properly carry out their job duties and responsibilities, and then only for the sole benefit of Kulanu. Employees may not use Kulanu Electronic Resources for any personal reason, nor may they use or access Kulanu Electronic Resources in a way that exceeds their authorized usage of Kulanu's Electronic Resources.

For avoidance of doubt, an employee who is authorized to access Kulanu Electronic Resources but does so for an unauthorized purpose, has exceeded

their authorized usage of Kulanu's Electronic Resources. Information, records, files, and other data stored on Kulanu Electronic Resources may only be accessed by employees who need to know such information to satisfactorily and properly carry out their job duties and responsibilities. Further, employees may only disclose information they are authorized to access to other authorized employees only.

Proper Use of Kulanu Email, Phone, and Mail Systems

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 persons).** Once sent, a message cannot be stopped from being delivered to the addressed recipient.

At no time may Kulanu-provided phones be used unless they are being used between staff members to carry out their job duties and responsibilities. The use of Kulanu-provided phones for personal reasons is prohibited when an employee is on-duty, absent an emergency (for example, a medical or safety emergency). We encourage employees to provide the main office number to their family members, as urgent messages can also be phoned into the main office. Any urgent message will then be promptly delivered to an employee. Employees may make, or take, personal calls using their personal electronic devices during their breaks and other periods when they are off-duty.

Kulanu office supplies, such as stationery, ink, copy equipment, printers, fax machines, scanners, pens, pencils, notepads, paper clips, binder clips, envelopes, letterhead, and all other office supplies may only be used for legitimate business purposes. They may not be used for personal reasons or other non-business related needs.

Prohibited Uses of Electronic Resources

All Kulanu workplace rules also apply to Kulanu Electronic Resources. Therefore, Kulanu prohibits employees from using Kulanu Electronic Resources to discriminate against, harass, or retaliate against other Kulanu employees. (See [Anti-Discrimination](#), [Anti-Harassment](#), and [Anti-Retaliation](#).) Further, employees may not violate any other workplace rule using any Kulanu Electronic Resource, nor may any employee engage in online communications that

violate any workplace rule. (See [Online Communications](#).)

You are not permitted to use another employee's password to access their account, nor may you retrieve another employee's files other than for legitimate business purposes. You are not permitted to use or disseminate passwords or access codes other than your own, and then only to other authorized employees at Kulanu.

Kulanu Electronic Resources may not be used to unlawfully or improperly copy and/or transmit documents, software, images or other information protected by copyright, trademark, or other intellectual property rights protected under federal or state law. Further, they may not be used in violation of any laws preventing hacking and damaging computer systems.

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.

Personal Electronic Devices

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

Personal telephone calls, texting, and other similar communications during work time interfere with an employee's productivity and are distracting to other employees and Kulanu students, clients, and participants. Therefore, employees may only make personal calls during non-working time, such as during breaks, and in a manner that does not disrupt co-workers and Kulanu students, clients, and participants. Flexibility may be provided in circumstances demanding immediate attention, such as a medical or safety emergency.

Video & Audio Recordings

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.

Recording Equipment for Safety Purposes

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. job sites, and all classrooms, therapy rooms, and all other areas used by Kulanu staff to provide services to Kulanu students, clients, and participants. Therefore, Kulanu employees should have no reasonable expectation of privacy with respect to any videotaped area. All areas subject to video recording must receive prior written authorization by the Executive Director of Kulanu. Further, any changes to camera locations, or additions to camera locations, must receive prior written authorization from the Executive Director in advance.

Further, video recording cameras may also be used off-campus in buildings and on sites controlled or owned by third-parties that partner or work with Kulanu to, for example, provide services to Kulanu students, clients, or participants. Employees should have no reasonable expectation of privacy with respect to these third-party controlled or owned sites as well.

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

Recording Equipment for Professional Development

As part of its commitment to professional development, Kulanu may, from time to time, audio and video record an in-session classroom, Day Hab, or therapy room. Faculty will be notified, in writing, as to the dates when such recordings will occur. During the recordings, some administrative staff from Kulanu will be present. Further, if Kulanu engages an outside vendor to conduct the recording, outside third-parties may also be present. Faculty will be informed as to which administrative staff and third-parties will be present during the recording. Faculty may request a copy of the video and audio recording, if needed for professional development purposes.

Internet Safety Policy

In accordance with the federal Children’s Internet Protection Act, and other applicable law, Kulanu enforces this Internet Safety Policy. 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 are responsible for reading, understanding, and complying with this policy. Further, all employees should supervisor and monitor 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.

23. 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.

When communicating online, be honest and accurate. When deciding what information to share online, remember that the Internet saves virtually everything. As a result, even deleted postings can be searched. Accordingly, employees should never post information or rumors that they know are false. Also, remember that disputes with other employees may be best addressed by speaking directly with the persons involved or by utilizing the Open Door policy.

Finally, remember that employees are prohibited from disclosing Confidential Information. (See Confidentiality.) This non-disclosure obligation

applies to online communications and conduct, thus, employees are prohibited from posting and/or discussing Confidential Information online. For the avoidance of doubt, nothing in this policy should be construed as restricting or preventing employees from discussing the terms and conditions of their employment, such as wages, benefits, working conditions, and hours, or from engaging in protected, concerted activity.

If an employee decides to post complaints or criticisms online, such employee must avoid using statements, photographs, pictures, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage other employees, Kulanu students, clients, participants, volunteers, interns, or that might constitute harassment. (See Anti-Harassment.)

Disclosure Requirements for Online Postings

When posting on websites or a social media platform, such as Twitter, Instagram, Facebook, Snapchat, and other platforms, about Kulanu, employees must use the following disclaimer: “These opinions are my own and do not necessarily represent the views of Kulanu.” Further, employees must identify themselves as an employee of Kulanu when linking to its website or when discussing the Company on any website or other online platform.

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 HR 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. For the avoidance of doubt, employees are not required to obtain approval from Kulanu before speaking to the media concerning the terms and conditions of employment, such as their wages, hours, working conditions, and benefits.

24. Disciplinary Action and Employee Conduct

Disciplinary Process

Kulanu has a strong interest in ensuring that all employees are treated fairly. Therefore, for any disciplinary action taken against an employee, Kulanu endeavors to ensure that any such action is impartial, uniform, and prompt.

The primary purpose of any disciplinary action taken is to help the employee identify their weaknesses or shortcomings in performing their job duties, provide the employee an opportunity to correct the identified weaknesses and/or improve their performance, provide recommendations and support to help prevent the same performance issues from recurring, and strengthen Kulanu's relationship with the employee.

Remember, your employment with Kulanu is on an at-will basis. Therefore, Kulanu may terminate your employment for any reason or no reason, with or without cause, and with or without notice.

Kulanu retains sole discretion in determining whether to discipline an employee and what disciplinary action is appropriate. Factors that may be considered in determining the appropriate disciplinary action include the seriousness of the misconduct, its impact on other employees and Kulanu students, clients, and participants, the employee's employment record, the number of occurrences, and the employee's demonstrated willingness to correct and modify their behavior.

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.

For the avoidance of doubt, any references in this Code of Conduct to insubordination, disruptive behavior, or to conduct that interferes with or adversely affects Kulanu is not intended to prevent employees from engaging in protected, concerted activity to improve the terms and conditions of their

employment, such as their wages, hours, benefits, and working conditions.

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 persons or Kulanu property. If you believe an employee, or other 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;
- Theft of misappropriation of another person's property that is located on Kulanu premises;
- Verbally or physically threatening Kulanu students, clients, participants, employees, and/or guests;
- Verbally or physically abusing Kulanu students, clients, participants, employees, and/or guests;
- The unauthorized use or possession of drugs and/or alcohol immediately prior to or during work hours;
- Unsafe supervision of Kulanu students, clients, and participants;
- Discrimination, harassment, and/or retaliatory behavior;
- Falsification of your employment records and/or other Kulanu records;
- Unauthorized absence from your classroom or work area during work hours;
- Insubordination (the failure or refusal to follow the instructions of a supervisor, including refusal to accept a job assignment or direction, or overtime);
- Using fighting and/or abusive language while at work;
- Refusal to work collaboratively and cooperatively with Kulanu colleagues and partners;
- Rudeness to Kulanu students, clients, and/or participants, and/or Kulanu guests;
- 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;

- Creating or contributing to unsafe conditions, by your actions or failure to act;
- Smoking indoors inside Kulanu buildings;
- Unauthorized use or damage to, or removal of, Kulanu's property, or the property of other employees, Kulanu students, clients, and participants, or Kulanu guests;
- Unauthorized access, use, or disclosure of confidential or sensitive information, including medical records or personal identifying information;
- Providing unauthorized persons with access to Kulanu's Electronic Resources;
- Unauthorized usage of Kulanu's Electronic Resources;
- Refusing to attend or complete required trainings relating to Medicare compliance;
- Providing unauthorized persons with access to staff or employee-only sections at Kulanu;
- Unexcused and unauthorized absences or tardiness;
- Failure to follow Kulanu call-in procedures;
- 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 safety rules, safety procedures, and safety policies;
- Inducing another employee to commit any of the above.

25. 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 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.

26. 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. To that end, Kulanu has adopted the following policy to address intimidation, harassment, threats of violence, and actual violence that occurs in the workplace.

Further, this policy applies not only to conduct that occurs on Kulanu premises, it also applies to any events held outside of Kulanu's main buildings, and to any electronic or online communications between Kulanu employees. It also applies to all 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 his or her personal safety or the safety of others. Further, workplace violence includes any conduct involving damage to Kulanu property, another employee's property, property belonging to any Kulanu student, client, or participant, or property belonging to another individual.

Employees who engage in behavior prohibited by this policy, regardless of whether or not such behavior is listed below, may be subject to discipline, up to and including immediate termination of employment or suspension, with or without pay. They may also be subject to other legal consequences, including reporting of their conduct to law enforcement. Examples of conduct that would violate this policy include, but are not limited to, the following:

- Violent or threatening physical contact (including fights, pushing, or physical intimidation);
- Direct or indirect threats to physically harm another individual;
- Intentionally or recklessly causing physical injury to another person;

- Intentionally or recklessly damaging, destroying, or threatening to damage or destroy, Kulanu property or another individual's property;
- Aggressive or hostile behavior that causes another person to have a reasonable fear of physical injury;
- Aggressive or hostile behavior that subjects another individual to emotional distress;
- Possessing a weapon of any type, whether licensed or not, on Kulanu property; and
- Violating, or attempting to violate, a restraining order.

Reporting Workplace Violence

Employees who witness, are subject to, 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, or the HR Director. If they are not available, the employee should immediately notify the main office at Kulanu.

If the situation is an emergency, employees should take whatever emergency 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 leave the area safely. Once safe, employees must notify Kulanu management and, if necessary, contact law enforcement by dialing 911. Employees should never put themselves in danger, nor should they attempt to intervene during any dangerous or risky incident.

Protective or Restraining Orders

Kulanu is committed to supporting victims of domestic violence, stalking, and other offenses (regardless of such employee's sex, gender, sexual orientation, familial status, marital status, transgender status, or gender identity). Accordingly, employees must notify the HR Director of any protective or restraining orders they have obtained that list the workplace as a protected area. A reasonable accommodation, such as a change in work schedule or the implementation of additional safety measures, may be appropriate, depending on the circumstances. (See Reasonable Accommodations.) Any information provided to Kulanu relating to an employee's protective or restraining order will be kept confidential to the extent possible, and as required by applicable law.

Violations

Reports of violations of this 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 and will depend on many factors. (See Internal Investigations.)

In addition, Kulanu may suspend employees suspected of engaging in conduct that is, or may be, violent, threatening, or dangerous, and such suspension may be paid or unpaid during the duration of any investigation. Employees who fail to reasonably cooperate in a workplace investigation may be subject to discipline, up to and including immediate termination of employment.

27. Workplace Professionalism

Personal Appearance

The employees of Kulanu are representatives of Kulanu, therefore Kulanu expects all employees to maintain a high standard of dress, grooming, and personal cleanliness consistent with the duties and responsibilities of their position. Maintaining such standards can also improve the overall morale of employees as it ensures that the working environment is clean, neat, and professional. Generally, as a guideline, employees must abide by the following requirements with respect to their work appearance:

- Male employees (including employees who identify as male) must wear collared shirts. Male employees are not allowed to wear t-shirts.
- Female employees (including employees who identify as female) must wear dresses or skirts. They are not allowed to wear pants or shorts.
- All employees must look and dress professionally and modestly *e.g.* no cleavage, clothes should fit properly, no exposed midriffs or bellybuttons, etc.

Employees who wear suits are not required to wear suit jackets. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper work attire.

Maintaining A Clean, Secure Work Environment

All employees are responsible for ensuring that Kulanu appears clean, neat, and organized at all times. 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.

Further, all employees must maintain a clean desk and ensure that any documents containing sensitive information are properly secured in a desk. Therefore, if you know you will be away from your desk for an extended period of time, 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.

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. For the avoidance of doubt, 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, and/or Kulanu guests 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.

28. Conflicts of Interest

Business Relationships

An actual or potential conflict of interest occurs when an employee's job duties authorizes them to enter into 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 for a relative of that employee.

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. For the avoidance of doubt, 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 Corporate Compliance Officer.

Outside Employment

Although Kulanu does not prohibit employees from taking on a second-job or other outside employment, an employee at Kulanu understands that their first commitment is to Kulanu. Accordingly, employees must not engage in any outside employment which conflicts or risks conflicting with their job duties at Kulanu. Further, any outside employment should not prevent an employee from working any requested overtime or from attending required meetings, trainings, or conferences.

Kulanu cautions employees to carefully consider the demands that additional work will create before accepting any outside employment. An employee's outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, or refusal to work required scheduled hours or overtime.

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

Kulanu employees must not engage in any outside employment which conflicts with, or appears to conflict with, the interests of Kulanu and the people Kulanu serves.

Gifts

You are prohibited from soliciting and/or accepting any services, merchandise, discounts, merchandise, 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.

Outside Activities

Any outside activities engaged in by Kulanu employees must not adversely affect their ability to carry out their job duties. If an employee's outside activities start affecting their work at Kulanu, Kulanu may require the employee to limit, or stop engaging, in such outside activities.

For the avoidance of doubt, this policy should not be construed to prohibit employees from engaging in lawful, recreational activities outside of work that are of a private nature and unrelated to Kulanu's business and operations.

Employment of Family Members

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. If Kulanu determines there is an actual or potential conflict of interest based on the relative positions of the family members, Kulanu will work with the parties to consider options for resolving the conflict. Potential options may include internal transfers or re-assignment of certain job duties and responsibilities. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

Consensual Relationships

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 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 Director. 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 the Consensual Relationship may result in discipline, up to and including termination of employment.

Where problems or potential risks are identified, Kulanu will work with the parties to consider options for resolving the problem. The initial solution may be to separate the parties so they are no longer working together on matters where one is able to influence the other or take action affecting the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived conflict of interest. In some cases, other measures may be necessary, such as transfer to other positions. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

29. Termination of Employment

Return of Company Property

You are responsible for ensuring that all Kulanu property in your possession or under your control is kept safe and secure. Upon termination of your employment, regardless of whether such termination is voluntary or involuntary, or upon request by Kulanu management, you must return all Kulanu property immediately.

Termination of Employment

Termination of employment is an inevitable part of any organization. Remember, your employment relationship with Kulanu is on an at-will basis. Accordingly, you or Kulanu may terminate your employment for any reason or no reason, with or without cause, and with or without notice.

Upon termination of employment, regardless of whether such termination is voluntary or involuntary, an employee automatically forfeits any accrued, unused paid time off, and such forfeited paid time off will not be paid out.

Notice Period for Resigning Employees

If you resign from your position at Kulanu, as a courtesy, Kulanu requests that you provide at least three weeks advance written notice to your immediate supervisor or the Division Leader. Kulanu requests that you include your last day of employment and the reason for resignation in your resignation notice. As your employment is still on an at-will basis, Kulanu reserves the right to waive or shorten this notice period, for any reason or no reason. An employee who fails to provide this

courtesy notice may forfeit any employee benefits, to the extent permitted by applicable law.

Employees who are absent, without explanation or excuse, for three or more consecutive days, will be deemed to have abandoned their jobs, unless they are able to provide a reason that is satisfactory to Kulanu for the unexplained absences.

Exit Interview

Before an employee's last day of employment at Kulanu, regardless of whether their termination is voluntary or involuntary, Kulanu will schedule an exit interview with such employee. The exit interview will be conducted by the HR Director.

Final Paycheck

Within five days of an employee's last day of employment at Kulanu, such employee will receive a termination notice with the employee's last day of employment and information relating to benefits continuation and unemployment insurance benefits, if applicable.

Your final paycheck, and all other compensation due to you, will be issued to you on the next regular payday after your last day of employment.

Continuing Obligation to Safeguard Confidential Information

Regardless of whether an employee's termination is voluntary or involuntary, upon termination of employment, an employee is prohibited from accessing, taking, disclosing, retaining, using, or transmitting any Confidential Information. (See Confidentiality.) Further, an employee is prohibited from engaging in any unauthorized use, misappropriation, or disclosure of Confidential Information in anticipation of termination.

Even after termination, former employees are still required to keep Confidential Information in strict confidence and secret. Such information may not be disclosed to any unauthorized individuals or entities, including, without limitation, subsequent employers and competitors, and may not be used by former employees to compete against Kulanu, even if that competition occurs through an employee starting his or her own business. Former employees who fail to safeguard Confidential Information after termination may be subject to legal action.

Rehire Process

Occasionally, employees who leave Kulanu are rehired. (Remember, rehire is different from reinstatement, which occurs when an employee returns from an authorized leave of absence, or returns from the summer break.)

Upon rehire, your eligibility for and the status of any employee benefit program and plans in which you were enrolled during your prior period of employment may have changed, to the extent permitted by applicable law and the terms of the employee benefit plan documents. For example, your eligibility for a program may change depending on your employment status with Kulanu (for example, if you were hourly before and are paid by salary now).

Generally, and if permitted by applicable law and the terms of the benefit programs and plans, if you are rehired by Kulanu within 12 months of your termination date, your prior period of employment will be included in determining your vacation entitlement and Disability/Salary Continuation Plan benefits upon rehire. If you are rehired more than 12 months after your termination date, vacation entitlement and Disability/Salary Continuation Plan benefits will be determined as of your date of rehire, subject to the terms of the benefit plan documents. If you have any questions relating to your employee benefit plans and programs, contact the HR Director.

30. Acknowledgement of Receipt

I, _____ (print name) hereby acknowledge that I have received a copy of the Kulanu Center for Services, Employee Handbook, 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 Company policy may subject me to disciplinary action, up to and including termination. I also understand that, if at any time, I have questions or concerns regarding a policy, procedure, or benefit, I may contact my immediate supervisor, the Division Leader, or the HR Director.

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 the Company, 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 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 Handbook are subject to change by the Company unilaterally, without notice to me, and at any time, to the extent permitted by applicable law.

Signature: _____

Date: _____