

Employee Handbook

Section II: Employment Policies

- A. Equal Employment Opportunity
- B. Sexual and Other Harassment
- C. Employment Eligibility Verification (Immigration)
- D. Employment Classification
- E. Compensation
- F. Distance Learning
- G. Overtime Policy
- H. Paid Time Off
- I. Family and Medical Leave Policy
 - 1. Eligible Employees
 - 2. Reasons for Leave
 - 3. Parental Leave Policy
 - 4. Notice of Leave
 - 5. Medical Certification
 - 6. Reporting While On Leave
 - 7. Use of a Paid Leave as a Substitute for a Medical Leave
 - 8. Medical and Other Benefits
 - 9. Intermittent and Reduced Schedule Leave
 - 10. The End of Your Leave
- J. Worker's Compensation Policy
- K. Benefits: Full-time Employees
 - 1. Defined Contribution Retirement Plan: 403B DC or 403B TDA
 - 2. Supplemental Retirement Annuity
 - 3. Life Insurance
 - 4. Health Insurance
 - 5. Illness & Disability: Sick
 - 6. Flexible Benefits Plan
 - 7. Tuition Remission
- L. Cobra Policy
- M. Employment and Board Membership
- N. Tutoring
- O. Solicitation
- P. School Equipment
- Q. Driving
- R. Background Checks
- S. Parking
- T. Whistle Blower Policy
- U. Disciplinary Action
- V. Termination
- W. Teacher Gift Policy

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Section II: Employment Policies

A. Equal Employment Opportunity

All faculty are hired for the academic year and have individual employment contracts and job descriptions with the exception of “at will” employees. Offers of employment usually are made by May for the following academic year.

It is the School’s policy to comply with all relevant federal, state and local laws with respect to equal employment opportunity for employees and applicants in all aspects of employment, including the terms or conditions of employment, recruitment, hiring practices, benefits, discipline and termination. All federal and state employment regulations and laws are posted in the school’s Faculty Room. The School believes that all persons are entitled to equal employment opportunity and it strictly prohibits discrimination because of race, color, creed, sex, religion, national origin, age, gender, physical or mental disability, veteran status, sexual orientation and other protected classes. If you feel that you may have been discriminated against, please contact a member of the Administrative Team. The School’s Whistle Blower’s policy does not allow retaliation against anyone who makes a claim of discrimination or who participates in an investigation of a claim of discrimination.

The School will make reasonable accommodation to known physical or mental limitations of a qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on its operation. Any employee who believes he or she may require such accommodation should contact the Administration Team. This policy applies to all employees and job applicants in connection with recruiting, hiring, placement, advancement, training, benefits, compensation, discipline and termination.

The School is dedicated to ensuring that all personnel decisions are in accordance with these principles of equal employment opportunity. Equal employment opportunity is not only a legal principle, it is a moral commitment as well.

B. Sexual and Other Harassment

The School prohibits harassment of any kind against School employees. This includes sexual and other forms of harassment prohibited by Title VII of the Civil Rights Act of 1964 and the Connecticut Fair Employment Practices Law. Together, federal and state law prohibit harassment based on an individual’s race, color, religion, age, sex, sexual orientation, marital status, national origin, ancestry, past or present history of mental disorder, mental retardation, learning disability or physical disability. The School prohibits harassment based

on protected class status. Further, it is the policy of the School to comply with the requirements of state and federal law.

Sexual harassment is a form of prohibited conduct. It includes any unwelcome sexual advance, requests for sexual favors or other verbal or physical conduct of a sexual nature when: (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexually harassing conduct includes, but is not limited to:

- Verbal conduct such as suggestive or offensive comments, lewd remarks, and sexual propositions.
- Non-verbal conduct such as derogatory or pornographic displays, cartoons or drawings, sexual gestures, leers or stares.
- Physical conduct such as touching, kissing, patting, brushing up against someone, or assault.

If you believe that you have been harassed in any manner, you should immediately contact the Administration Team. All complaints of sexual and/or other harassment will be treated with appropriate confidentiality. The School will not tolerate any retaliation against any complaining employee or witness.

Any individual who is aware of possible sexual and/or other harassment must immediately bring it to the attention of the Administration Team.

Individuals found to have engaged in sexual and/or other harassment will receive appropriate disciplinary and corrective action, up to and including termination.

Filing a false complaint of harassment, or providing false information in connection with an investigation of a complaint is grounds for disciplinary and corrective action, up to and including termination.

C. Employment Eligibility Verification (Immigration)

All new hires will be asked to complete an Employment Eligibility Form I-9, attesting to their eligibility for employment under federal immigration laws. Within three days of hire, every new employee must show documentation that establishes both proof of their identity and proof of their eligibility to work in the United States. The I-9 Form must be completed for every new employee, regardless of their national origin or whether or not the employee is a U.S. citizen.

I-9 records for each employee shall be kept on file for at least three years, or for one year after employment ends, whichever is longer.

The employer will keep and make copies of the original documents supplied by the employees during the I-9 verification process, to be stored separately from the employee files.

D. Employment Classification

Any teaching staff (Teachers, Assistant Teachers and Substitutes) whose contract or contracts call for at least 1,000 hours of service per school year exclusive of summer program or substitute teaching is classified as Full-Time and eligible for benefits. Part time employees may be entitled to participate in some pension or flexible benefit programs (see benefit section).

Any administrative staff whose contract or contracts call for at least 1,200 hours of service per school year inclusive of summer hours (summer schedule) is classified as Full-Time and eligible for benefits. Part time employees may be entitled to participate in some pension or flexible benefit programs (see benefit section).

E. Compensation

The employment contract outlines the details of employee compensation. Compensation is payable in twelve monthly installments on the 15th of the month minus deductions and other reductions required by the terms of the employment agreement. Direct Deposit is available to all employees through the payroll company utilized by the school.

F. Distance Learning

In the unfortunate event of a forced school closing, the School may continue to operate on a distance-learning basis for a period of no longer than four weeks. The Teacher will be expected to participate in the distance-learning program. In the event that the School will need to remain closed beyond that time, the School may extend the school year up to and including June 30th. The School may also schedule weekend classes.

G. Overtime Policy

Only non-exempt employees are eligible for paid overtime. Occasions may arise when a non-exempt employee shall be required to work beyond the normal 40 hours in any work week. Such overtime hours (hours actually worked in excess of 40 in any work week) must be approved in advance, by an employee's immediate supervisor, or the Head of School. An appropriate record of overtime must be submitted to the Business Manager during the same pay period that the overtime

took place. Overtime pay for non-exempt employees shall consist of pay added to the employee's regular earnings at the rate of one and one-half times (1½) the employee's base hourly rate for each hour worked in excess of forty (40) in any work week.

H. Paid Time Off

Full Time employees are entitled to ten days paid absence for personal illness during the school year. To the extent that the employee is absent for illness beyond ten days, the employee's pay may be diminished to pay for the services of a substitute. Annual sick days are not cumulative from year to year, or vested and paid out upon termination. The school calendar provides for a December and March vacation break.

I. Family and Medical Leave Policy

Federal and Connecticut laws require employers to provide family and medical leaves of absence for eligible employees. Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent state law mandates additional protection for pregnant employees, this policy also shall be interpreted consistently with such requirements.

The Leave Policy. Under the federal law ("FMLA"), an eligible employee may take up to 12 weeks of unpaid leave within a 12 month period. Under the Connecticut law ("CFMLA"), an eligible employee may take up to 16 weeks of unpaid leave within a two year period. The one or two year period, as the case may be, is determined by a "rolling" 12 or 24 month period measured backward from an employee's first day of covered leave. Where both laws apply, the leave provided by each will run concurrently.

1. Eligible Employees

For an FMLA leave, the employee must have worked for the School for at least 12 months, and for at least 1,250 hours in the 12 months preceding the leave. For a CFMLA leave, the employee must have worked for the School for at least 12 months and worked for at least 1,000 hours in the 12 months preceding the leave.

2. Reasons For Leave

Family/medical leave may be used for: (1) the birth of a child and to care for a newborn child (must be taken within 12 months after the birth of the child); (2) the placement of a child for adoption or foster care and in order to care for the newly placed child (must be taken within 12 months after the placement of the child); (3) to care for a covered relative, which includes your spouse, child, parent, or, under CFMLA, parent-in-law, when

that person has a “serious health condition,” or (4) because of your own “serious health condition.”

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, nursing home or residential medical care facility; or (b) continuing treatment, including outpatient treatment by a health care provider. For additional information regarding conditions that qualify as a “serious health condition” please contact the Business Office.

If both spouses are employed by the School, the combined leave cannot exceed the individual maximum, except to care for a child or spouse with a serious health condition, or for the employee’s own serious health condition, each spouse is entitled to his or her full leave.

3. Parental Leave Policy

Any faculty member working a minimum of 1,000 hours per school year (excluding summer program) and any staff member working a minimum of 1,200 hours per school year, who have been employed by St. Thomas’s for at least 12 months are permitted to take parental leave for up to 6 weeks, with benefits, for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee’s child after birth, or placement for adoption or foster care.

Compensation during parental leave:

- 100% of weekly earnings for the first six weeks of leave.

Employees may not file for Short term disability concurrently with this leave while earning benefits from this leave policy. This policy does not substitute or override FMLA Policy of St. Thomas’s (Refer to Item I of Faculty Handbook – School year 2018-19).

Employees must notify their direct supervisor and Business Office when they plan to take this leave. Please notify at least 30 days before your leave will start if it’s foreseeable. Otherwise, notify as soon as possible.

This policy will be reviewed annually, and is subject to change without prior notice.

4. Notice of Leave

You should give the School as much notice of the need for a leave as is practicable. At a minimum, you should give the School at least thirty (30) days advance notice of the need for the leave, when possible. Where the need for leave is not foreseeable, you must notify the School as soon as

possible, certainly within two business days, after learning of your need for leave, except in extraordinary circumstances.

5. Medical Certification

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification concerning the nature and expected duration of the illness. You may obtain a Medical Certification Form from the Business Office. The medical certification should be provided with your request for a leave, if possible, and no later than 15 days after your request for leave. When the leave is foreseeable, you should also provide the medical certification before leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

The School may also require an examination by a second health care provider designated by the School and paid for by the School. If the second health care provider's opinion conflicts with the original medical certification, the School, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Also, the School may require subsequent medical recertification during the leave. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

6. Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you must contact the School periodically regarding the status of your condition and your intention to return to work. In addition, you must give notice as soon as practicable (within 2 business days if feasible) if the days of leave change or are extended or initially were unknown.

7. Use of a Paid Leave as a Substitute for a Medical Leave

Family/medical leave is unpaid leave. Any applicable paid vacation, medical/sick leave, short or long term disability, workers' compensation, or other paid personal leave will be substituted for unpaid family/medical leave. The leaves will run concurrently and the substitution of paid time for unpaid family/medical leave time does not extend the length of the leave.

8. Medical and Other Benefits

During your family/medical leave, the School will continue to contribute toward the premium for your health benefits, as if you continued to be actively employed. If you receive a paycheck during your leave, the School

will deduct your portion of the health plan premium as a regular payroll deduction. If you will not be receiving a paycheck during your leave, you must pay your portion of the premium. Your health care coverage may cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you may be required to reimburse the School for the cost of health benefit premiums paid by the School to maintain coverage during your leave.

9. Intermittent and Reduced Schedule Leave

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday), if medically necessary. Also, while you are on an intermittent or reduced schedule leave, the School may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that has equivalent pay and benefits.

10. The End of Your Leave

At the end of your leave, you will be returned to work to your former position or one with similar pay and status in accordance with state and federal law. If you are medically unable to perform your original job upon the expiration of your leave entitlement, you may be transferred to work suitable to your physical condition if such work is available. If your leave extends beyond this number of weeks (12 per year or 16 per two years), you may be returned to your former or a like position if one exists, and the School cannot guarantee reinstatement.

If your leave is because of your own serious health condition, you must provide medical certification that you are fit to resume work. You may obtain a Return to Work Medical Certification Form from your physician. An employee who fails to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided. If, at the end of your leave, you do not return to work, for whatever reason, employment with the School may be terminated.

J. Worker's Compensation Policy

School employees are covered by Workers' Compensation Insurance. The coverage provided in the policy is designed to cover employees who are injured or contract an occupational disease as a direct result of his/her employment. Any work-related accidents which result in injuries to employees must be reported immediately to the employee's Supervisor and to the Business Office so that the necessary information can be obtained and filed with the insurance carrier (Notice of Occurrence can be found on the Faculty Intranet). Workers' Compensation Insurance coverage is effective on the employee's first active day of employment.

Providing Workers' Compensation Insurance is a statutory obligation under Chapter 568 of Connecticut General Statutes and requires St. Thomas's Day School to provide benefits to you in case of injury or occupational disease in the course of employment. A Notice to Employees from the State of Connecticut Workers' Compensation Commission can be found on the Faculty Intranet and specifies the name, address and phone number of the school's insurance carrier and the local State of Connecticut compensation Commission office for this workplace

K. Benefits: Full-time Employees

1. Defined Contribution Retirement Plan: 403B DC or 403B TDA

TIAA/CREF provides pension investment vehicles with the school contributing 6% and the employee contributing 4% of the employees contracted salary. This is done on a salary reduced basis. Summary Plan Documents are available to all eligible employees from the Business Office. Plan Disclosure Notices are sent to all participants annually.

2. Supplemental Retirement Annuity

TIAA/CREF provides pension investment vehicles with the school contributing 6% and the employee contributing 4% of the employees contracted salary. This is done on a salary reduced basis. Summary Plan Documents are available to all eligible employees from the Business Office. Plan Disclosure Notices are sent to all participants annually.

3. Life Insurance

The school provides eligible employees with Term Life and AD&D insurance through Sun Life Financial in the amount of his or her contract salary rounded to the nearest thousand up to \$50,000. Summary Plan Documents are available to all eligible employees from the Business Office.

4. Health Insurance

The school participates in the Connecticut Independent Schools Health Insurance Plan (CISHIP). Within the CISHIP Plan the employee elects the option that best suits his or her needs. All full time eligible employees receive ninety percent of the premium for the CISHIP Connecticut HMO single plan (Benchmark Plan) health insurance coverage. Any other single plan healthcare option offered through CISHIP will be covered at the Benchmark rate only. Additional coverage for the employee's family is at the employee's expense. Cobra procedures and regulations are outlined in the Cobra continuation coverage election form (found on the Faculty Intranet).

5. Illness & Disability: Sick

Every employee has ten (10) sick days per year. Days are not cumulative. An employee's salary may be reduced by the cost of his or her substitute. The School is insured through Sun Life Financial for short-term disability leave up

to a total of 180 days. The school also has a Long Term Disability Plan administered by Sun Life Financial which coincides with the Short Term Disability Plan and provides continuation of coverage when employee meets eligibility requirements specified by the Insurance Plan. Under the plan any eligible employee, who is unable due to illness or bodily injury to perform their normal occupation after 10 days of personal illness, may be entitled to receive 60% of his or her monthly wage less the sum of benefits from other sources that apply to the same month if qualified through the application process. Description of Plan Benefits are available online at Sun Life Financial. Contact Business Office for further information.

6. Flexible Benefits Plan

The school has established a Flexible Spending for eligible employees with Group Dynamics. This plan entitles employees to pay out of pocket expenses for health insurance premiums, uncovered medical and dental expenses, and day care expenses with pre-tax dollars. Description of Plan Benefits are available online at Group Dynamics. Contact the Business Office for further information.

7. Tuition Remission

Eligible employees can obtain abatement of 80% of tuition for one child per year. Additional assistance may be granted through the regular financial aid process.

L. Cobra Policy

Employees covered by the school's health insurance plan who lose coverage due to a layoff, reduction of hours, leave of absence, or termination of employment (except for gross misconduct) can elect continuation of coverage according to Employee Rights to Continuation of Group Healthcare coverage through Federal COBRA and Connecticut State Continuation Law. The Faculty Intranet holds the COBRA application form and all related information. Please contact the Business Office for further information.

M. Employment and Board Membership

No current Board member, his/her spouse or immediate family member may be employed by St. Thomas's Day School as long as the Board member remains on the Board of Trustees. This does not include the School Head who is a school employee and a member of the Board of Trustees. A Board member, his/her spouse or immediate family member may be considered for employment one year after he/she resigns from the Board of Trustees. No spouse or immediate family member of a school employee may serve on the Board of Trustees. They may serve on a Board task force or special committee at the discretion of the School Head and Chairperson of the Board of Trustees.

N. Tutoring

School employees cannot be compensated for tutoring St. Thomas's Day School students.

O. Solicitation

School employees are not permitted to offer outside activities, services, or programs to St. Thomas's Day School students that run concurrently or compete with school programs.

P. School Equipment

School employees are not permitted to use or remove school equipment for personal use without permission from the Head of School.

Q. Driving

School employees are not permitted to drive St. Thomas's Day School students unless there are extraordinary circumstances.

R. Background Checks

As a Parish, School St. Thomas's School is required to do background checks on all existing and future employees. Background check will include the following four components:

- A written application
- A public record check conducted by a company approved by the diocese
- An interview
- Reference checks

The Diocesan Policy for the Protection of Children and Youth in its entirety can be found on the Diocesan web site at www.ctdiocese.org.

S. Parking

Faculty and staff can park along Church property on Ogden Street and Cliff Street. Parking is also available on Ogden Street and Cliff Street along the Park wall. No one can park by the yellow curb areas in front of the homes on Cliff and Ogden Streets.

T. Whistle Blower Policy

Federal and state laws prohibits all nonprofits, from retaliating against employees who report any deficiencies in their employer's employment practices at the

workplace to their immediate supervisors or administration. A copy of the school's Whistle Blower Policy is in Appendix D2. for your reference.

U. Disciplinary Action

The School expects employees to conduct themselves in a professional, business-like manner and convey professional courtesy with co-workers, parents, and business contacts.

From time to time, problems arise that relate to attendance, work performance or behavior. When warranted by the circumstances, employees are given the opportunity to correct such problems. We hope that most employee problems can be corrected, benefiting both the employee and the School. If a warning is issued, it will become part of the employee's personnel file and will be considered when evaluating an employee for performance reviews, salary increases, and other employment actions.

Discipline is decided on a case-by-case basis and is directed at a specific act, not an individual. Employees are responsible for correcting their behavior or actions immediately following notice of misconduct or violation of policy. It shall be at the sole discretion of the School to determine the severity of the disciplinary action. Management counseling often solves the problem. However, depending on the circumstances, severity of the problem, and number of occurrences, an employee may receive a verbal warning, written warning, suspension (with or without pay) or termination of employment. If the problem is not corrected, further disciplinary action up to and including termination can result. The School reserves the right to skip, advance, or repeat any level of discipline it deems appropriate and reserves the right to terminate employees at any time without cause or notice and without prior discipline.

V. Termination

The School has the option to terminate the employee for cause, effective immediately upon written notice of such termination to the employee, in the event of a material breach by the employee of the School's rules, regulations, and requirements, or the terms of the employment agreement, of the instructions of the Head of School relating to the performance of the employee's duties or the employee's failure to abide by standards of conduct and behavior reasonably expected in schools of similar quality and reputation, or the employee's inability because of illness or incapacity to perform his/her duties.

W. Teacher Gift Policy

From time to time, faculty and staff may be offered gifts by grateful students, parents, guardians or other family members of students. We encourage the kindness of our students and their families and as such, individual gifts of appreciation in the

form of sentimental tokens and/or handmade gifts are permitted. St. Thomas's Day School does allow a monetary group gift to be given to an individual staff member during the holiday season and at the end of the school year. The gift must be identified as being from the entire class, the identity of the givers and the individual amounts are not to be disclosed to the recipient. Individual family contributions should not exceed \$50. Any gifts that appear to exceed \$50 must be reported to the Head of School.