



Jewish Summers. Jewish Future.

EMPLOYEE HANDBOOK

253 West 35 St

4th Floor

New York, NY 10001

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The Foundation for Jewish Camp retains the right to change, cancel, or suspend without advance notice all or any part of the provisions in this handbook, at any time. This is a general guide and does not constitute an employment agreement or a guarantee of continued employment. All employment is at-will and may be terminated by the employee or the organization, with or without cause, at any time.

ABOUT THIS HANDBOOK / DISCLAIMER

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with Foundation for Jewish Camp. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Manager and Chief Operating Officer also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. The Company adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Any modification of at-will status and/or provision of any special arrangement concerning terms or conditions of employment in an individual case or generally is only valid if contained in writing and signed by the Chief Executive Officer.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles of Employment

Welcome to Foundation for Jewish Camp!

Foundation for Jewish Camp (FJC) is the central address for information about, and advocacy for, non-profit Jewish camps, providing leadership, expertise and financial resources to camps, campers and their families across North America. As the only national organization dedicated solely to the Jewish camp movement, FJC serves more than 250 Jewish summer camps, 160,000 campers and 10,000 counselors in North America. It is the mission of Foundation for Jewish Camp to significantly increase the number of children in Jewish summer camps.

Your Employment Relationship with FJC

The policies of this Handbook apply to all employees; by working at FJC, an employee agrees to adhere to these policies.

Employment at FJC is at-will. Employees are free to resign at any time, with or without notice or cause. Similarly, FJC may terminate the employment relationship at any time, with or without notice, procedural requirements or cause. Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between FJC and any of its employees. The provisions of the Handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at FJC's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of FJC.

Equal Employment Opportunity

FJC is committed to providing equal opportunity for all employees and job applicants without regard to race, color, religion, sex, sexual orientation, gender identity and expression, age, national origin, disability or veteran status. The organization's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs.

FJC will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of the organization may have violated the Equal Employment Opportunity Policy should report the possible violation to Prestige Employee Administrators at (516) 692-8505. If it appears that the reported circumstances would, if true, constitute a possible violation of the Equal Employment Opportunity Policy, the organization will promptly investigate the allegations, typically through interviewing appropriate persons. To the extent feasible, only individuals whom the organization determines have a need to know will be informed of the allegations. All such persons will be requested to treat the matter confidentially. In the event that the organization determines that this policy has been violated, the organization may take disciplinary action against any violator, up to and including discharge from employment. This is not intended to restrict the organization's right to take disciplinary action against anyone who engages in inappropriate conduct that does not rise to the level of a violation of this policy. Regardless of the organization's determination regarding whether the reported conduct constitutes a violation of the Equal

Employment Opportunity Policy, the organization will not take action against an employee for making a good faith report of a possible violation of the Equal Employment Opportunity Policy.

Kashruth Policy

FJC adheres to a Kashruth policy which is designed to make certain that every member of our community feels a part of all of our events. As food is the center of important communal events it is important to make every effort to accommodate special food requirements such as having a kosher vegan option available.

For the most part, all FJC events or meetings at which a meal is served or a caterer is engaged must be kosher. Baked goods can be purchased directly from a Kosher certified bakery for simple, non-catered events. Purchased goods must be clearly marked with an acceptable kosher symbol.

Meetings or events at which staff members supply food for their own consumption need not follow the Kashruth policy.

Non-Harassment Policy

FJC and its operating facilities are committed to maintaining a respectful workplace which includes a working environment that is free from unlawful sexual harassment and other types of unlawful discriminatory harassment. To reinforce this commitment, the organization has developed a policy against unlawful harassment and other related types of inappropriate behavior and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. FJC property (e.g. telephones, voicemail, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct which violates this policy. The organization's policy against harassment covers employees and other individuals who have a relationship with FJC which enables the organization to exercise some control over the individual's conduct in places and activities that relate to the organization's work (e.g. directors, officers, contractors, vendors, etc.).

Prohibition of Sexual Harassment

FJC is committed to providing a work environment that is free of unlawful sexual harassment. FJC strictly prohibits sexual harassment by or against any individuals involved in company operations, including employees (regardless of position), applicants, interns (paid or unpaid), vendors, contractors, sub-contractors, consultants and any other third party involved in company operations. If such harassment is committed in the workplace by someone not employed by FJC, the reporting and complaint procedure in this policy should still be followed. The workplace includes:

- Actual worksites;
- Any setting in which work-related business is being conducted (whether during or after normal business hours);
- Company-sponsored events;
- Online and electronic interactions with company employees and third parties involved in company operations; and
- Company-owned/controlled property.

Sexual Harassment Defined

Sexual harassment is unwelcome verbal or physical behavior based upon a person's gender/sex and includes unwanted verbal or physical sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
 - Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.
- The following is a non-exhaustive list of the types of conduct prohibited by this policy:
- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
 - Offers of employment benefits in exchange for sexual favors;
 - Making or threatening reprisals after a negative response to sexual advances;
 - Visual conduct: leering, making sexual gestures, displaying pornographic or sexually suggestive images, objects, pictures, cartoons, graffiti, posters or websites on computers, emails, cell phones, bulletin boards, etc.;
 - Verbal conduct: making or using sexist remarks or derogatory comments based on gender, innuendos, epithets, slurs, sexually explicit jokes, whistling, suggestive or insulting sounds or lewd or sexual comments about an individual's appearance, body, dress, sexuality or sexual experience;
 - Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
 - Physical conduct: unwelcome or inappropriate touching of employees or customers, physical violence, intimidation, assault or impeding or blocking normal movements; and
 - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work; and
 - Bullying, yelling, or name-calling.
 - Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person exposed to it. Harassment on the basis of an individual's sexual orientation, self-identified gender, perceived gender or transgender status is all forms of prohibited sexual harassment.

Individuals who observe conduct that may violate this policy are encouraged, but not required, to communicate to the offending person that the conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or Human Resources to assist or making a report under this policy.

Protection Against Retaliation

Retaliation is prohibited against any person covered by this policy who, in good faith:

- Makes a complaint of sexual harassment, either internally or with a government agency, using the complaint procedure described below;
- Objects to, opposes or speaks out against sexual harassment;
- Participates in a sexual harassment investigation;

- Encourages another person to report harassment; or
- Files, testifies, assists or participates in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency.

Prohibited retaliation includes, but is not limited to:

- Termination, demotion, suspension, failure to hire or consider for hire;
- Failure to give equal consideration in making employment decisions;
- Failure to make employment recommendations impartially;
- Adversely affecting working conditions or otherwise denying any employment benefit, as well as more subtle behaviors such as increased workload or transfer to a less desirable location.

Retaliation is unlawful and a form of misconduct that will result in disciplinary action, up to and including termination of employment. Individuals who believe they or any other individual have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern using the complaint procedure set forth below.

Complaint Procedure

Individuals who believe that they have been subjected to sexual harassment or who believe another individual has been subjected to sexual harassment should, as soon as possible, report it to their manager, equal employment opportunity officer or FJC's COO or CEO. Employees are not required to make the report to their immediate supervisor, manager or person who has engaged in the complained of conduct. Reports of sexual harassment can be made verbally or in writing. To submit a complaint in writing, individuals can use the complaint form attached as an appendix to this handbook, but are not required to do so.

After a report is received or FJC otherwise becomes aware of a possible violation of this policy, a fair, timely, thorough and objective investigation will be undertaken if needed and will reach reasonable conclusions based on the information collected. FJC will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation and to the extent permitted or required under applicable law. Both the person(s) raising the complaint and the person(s) about whom the complaint was made will be permitted to provide information that may be relevant to the investigation. FJC also will gather information and speak with witnesses, as applicable. Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The individual about whom the complaint was made will be informed of the outcome and, if FJC determines that this policy has been violated, will be subject to disciplinary action. FJC expects all employees to fully cooperate with any investigation conducted into a complaint of sexual harassment.

Supervisory Responsibilities

All supervisors or managers who receive a complaint or information about suspected sexual harassment, observe behavior that may violate this policy or for any other reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to Marina Lewin, Chief Operating Officer.

In addition to being subject to discipline for engaging in sexually harassing conduct themselves, supervisors and managers will be subject to discipline, up to and including termination of employment, for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited retaliation.

Discipline

If FJC determines that this policy has been violated, including in the event that a manager knowingly allows the policy to be violated and does not report the violation, prompt remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

Good Faith Reporting

The initiation of a good faith complaint of sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination of employment.

Other Information

Sexual harassment is illegal under the New York State Human Rights Law, Title VII of the federal Civil Rights Act of 1964, and some local laws. Employees may file a complaint with the federal Equal Employment Opportunity Commission (EEOC), the New York State Division of Human Rights, another enforcement agency (if applicable) or in certain courts of law. Agencies accept and investigate charges of sexual harassment. The EEOC has district, area and regional offices and may be contacted by visiting www.eeoc.gov, emailing info@eeoc.gov or by telephone at 1-800-669-4000 (TTY 1-800-669-6820). The New York State Division of Human Rights may be contacted by visiting www.dhr.ny.gov, by telephone at 718-741-8400, or by mail to One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Employees subjected to unlawful harassment may be entitled to certain remedies, including monetary damages, civil penalties, and injunctive relief (such as an order that certain action be taken or certain behavior stop).

Prohibition of Other Types of Discriminatory Harassment

It is also against FJC policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in the organization's premises. Depending on the circumstances, such behavior may not be severe or pervasive enough to create an unlawfully hostile working environment. Nevertheless, the organization considers the behavior inappropriate and will take necessary disciplinary action even when the behavior is not unlawful.

It is also against FJC policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating or participating in an investigation of a complaint of discriminatory harassment or related proceeding.

Reporting of Harassment

If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of FJC, you must report the incident immediately to your supervisor or Prestige Employee Administrators. Possible harassment by others with whom the organization has a business relationship must also be reported as soon as possible so that appropriate action can be taken. Although reports may be made verbally, employees are strongly encouraged to make any reports of sexual harassment or other discriminatory harassment in writing. Doing so can assist in the investigation process. You may, but are not required to, use the complaint form attached hereto.

FJC will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual or with other employees. FJC's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take against an offending individual. To the extent feasible, only individuals who the organization determines have a need to know will be informed of the allegations and they will be requested to treat the matter confidentially.

If FJC determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, transfers, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, the organization will provide the employee who made the complaint with appropriate information about the outcome of the investigation.

Other Information

Employees should bring any concerns about possible sexual or other discriminatory harassment to FJC's attention. The following list identifies the agencies responsible for governmental enforcement of employment discrimination laws, including laws prohibiting discriminatory harassment. Employees are protected against unlawful harassment under Title VII of the Civil Rights Act of 1964, the New York State Human Rights Law and the New York City Human Rights Law. Additional applicable laws may apply. Remedies for violations under federal or New York law may include a change in policies and/or practices; back pay with interest or benefits lost due to the discriminatory practice; and/or compensation for emotional distress. Employees may also seek relief in a court of competent jurisdiction.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with Marina Lewin, Chief Operating Officer at (646) 278-4508 or Prestige Employee Administrators at (516) 692-8505.

Organization Contacts and Government Agencies

New York	
Organization contact:	Marina Lewin Chief Operating Officer Foundation for Jewish Camp

253 West 35 St 4th floor
New York, NY 10001
(646) 278-4508

Government Agencies:

New York State Division of Human Rights
Adam Clayton Powell State Office Building
163 West 125th Street, 4th Floor
New York, NY 10027
(212) 961-8650

New York State Office of the Attorney General
Civil Rights Bureau
28 Liberty Street, 15th Floor
New York, NY 10005
(212) 416-8250

New York City Commission on Human Rights
22 Reade Street
New York, NY 10007
(718) 722-3131

Equal Employment Opportunity Commission
33 Whitehall Street, 5th Floor
New York, NY 10004
(212) 336-3620

Drug and Alcohol-Free Workplace

FJC has vital interests in ensuring a safe, healthy, and efficient working environment for employees, co-workers, and the public we serve. The unlawful or improper presence or use of drugs or alcohol in the workplace conflicts with these interests and presents a danger to everyone. For these reasons, the organization has established as a condition of employment and continued employment with FJC the following drug and alcohol free policy.

Employees are prohibited from reporting to work and working under the influence of alcohol or any controlled substances; except when the use of drugs is pursuant to the instructions of a licensed medical practitioner. In the latter case, the employee must inform his/her supervisor of the nature of any work-related impact which results from the drug usage.

Employees are prohibited from consuming alcoholic beverages during working hours, including meal and break periods. In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale, or possession of controlled substances, and/or alcoholic beverages while on FJC paid time, on FJC premises, or while engaged in FJC activities. Certain FJC-sponsored functions may have different rules relating to alcohol usage. Please check with your supervisor for clarification.

All employees are required, as a condition of continued employment, to comply with FJC's policy establishing and maintaining a drug- and alcohol-free workplace.

Non-Smoking Environment

FJC maintains a strict smoke-free environment for the health and well-being of all its employees and guests. There is no smoking in any areas within the building including, but not limited to, work areas, restrooms, conference rooms, hallways, stairwells, storage areas, and basement.

Respectful Workplace and Violence Prevention Policy

FJC is committed to maintaining a safe and collegial work environment. Accordingly, the organization has adopted the following guidelines to deal with workplace conduct that is inconsistent with this commitment. This policy applies to conduct that may occur during business hours, on its premises, and/or at work-related events.

Conduct

All employees, directors, contractors, vendors, guests and other individuals who have a relationship with the organization should be treated with courtesy and respect at all times.

All individuals connected with the organization including employees and contractors are expected to refrain from verbal or physical fighting, including “horseplay,” or other conduct that may be dangerous or unduly offensive to others.

Firearms, weapons, and other dangerous or hazardous devices or substances are strictly prohibited from the premises of FJC or at any FJC sponsored or work-related events.

Conduct that is in some way connected with employment at FJC and that threatens, intimidates, or coerces another employee, customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including *but not limited to* harassment that is based on an individual’s sex, race, national origin, age, sexual orientation or any characteristic protected by federal, state, or local law.

Reporting Procedures

All threats, both direct and indirect, must be reported as soon as possible to your immediate supervisor and/or Chief Operating Officer. This includes threats by employees, as well as threats by contractors, vendors, guests, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities must be reported as soon as possible to a supervisor. No employee should attempt to handle a dangerous situation alone.

Any employee who feels he or she is being unjustly subjected to disrespectful conduct in the workplace must raise the issue with Marina Lewin, Chief Operating Officer who will explain your rights and obligations and, if appropriate, will take steps to address the issue.

Investigation and Enforcement

FJC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

If the organization has reason to believe an employee is responsible for threats of (or actual) violence or other conduct that is in violation of this policy, the employee will be subject to prompt disciplinary action up to and including termination of employment. An employee may be suspended from the workplace during an investigation into such conduct.

FJC will deal with complaints of disrespectful conduct as it deems appropriate and in a way that is consistent with its commitment to a safe and collegial workplace.

Non-retaliation and Risk Reduction Measures

FJC encourages employees to bring their disputes or differences with other employees or individuals connected to the organization to the attention of their supervisors or Prestige Employee Administrators before the situation escalates unnecessarily. FJC is eager to assist in the resolution of work-related disputes, and will not discipline employees for raising such concerns.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. Weapons of any kind are banned and employees and visitors are prohibited from carrying or bringing weapons with them into the Company workplace.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to the COO or any member of senior management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Immigration Law Compliance

All offers of employment are contingent on verification of your right to work in the United States. On your first day of work, you will be asked to provide original documents verifying your right to work and, as required by federal law, to complete the Federal Form Employment Eligibility Verification Form (I-9 Form). If you do not have these documents on the first day, you must present them within three business

days of your first day of work or as otherwise allowed by law. No employee may start work until proper documentation has been provided.

Disability Accommodation

The Company complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, the Company will provide a reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Requesting a Reasonable Accommodation

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the COO. You may make the request orally or in writing. The Company encourages employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your oral or written request, the COO will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the organization.

Medical Information

If your disability or need for accommodation is not obvious, the COO may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable state or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the COO may require that you see a health care professional of the Company's choosing, at the Company's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

The Company will keep confidential any medical information that it obtains in connection with your request for a reasonable accommodation.

Determinations

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

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

No Retaliation

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

If you have any questions regarding this policy or questions about disability accommodations that are not addressed in this policy, please contact the COO.

Section 2 – OPERATIONAL POLICIES

Employee Classifications

All positions at FJC are designated as either exempt or non-exempt based on the provisions of the Fair Labor Standards Act (FLSA). Exempt employees are paid a salary for the results they are expected to accomplish, regardless of the number of hours they work. These employees are exempt from overtime payment based on the provisions of the FLSA. Non-exempt employees are paid an hourly rate for each hour worked. Based on the FLSA, non-exempt employees are eligible for overtime pay for hours worked over 40 hours in one week.

Full-time regular employees are those employees who are hired to work FJC's thirty-seven (37) hour per week work schedule and who have completed the introductory period.

Part-time regular employees are those employees who are hired to work less than thirty-seven (37) hours per week and who have completed the introductory period.

Contractors and **Interns** are not classified as FJC employees and are paid through the accounts payable system.

Probationary Period

All new and rehired employees work on an introductory basis for the first 90 days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If FJC determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

The introductory period is intended to give a new employee the opportunity to demonstrate his/her ability to perform the assigned work at a satisfactory level of performance and to fit into the organization, as well as to determine whether the new position meets his/her expectations. FJC uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or FJC may end the at-will employment relationship at any time during or after the introductory period, with or without cause, procedural requirements, or advance notice. Use of the introductory period in no way changes the employees' at-will employment status.

Upon satisfactory completion of the introductory period, employees enter the regular full-time or part-time employment classification.

Working Hours and Schedule

FJC's regular office hours are 9:00 a.m. to 5:30 p.m. Monday through Thursday; and 8:30 a.m. until 2:00 p.m. on Friday.

Employees will be notified if their office hours differ from those set forth above. In addition, full-time exempt employees are required to put in the hours needed to get the job done, which may require working different and/or additional hours beyond FJC's regular office hours when needed to complete assignments.

A thirty minute break for lunch is allowed. In addition, non-exempt employees are allowed two paid ten-minute break periods daily.

Attendance

FJC counts on all employees to be at work when scheduled so that the organization can operate effectively and achieve its goals. Prompt and regular attendance is therefore required of all employees and all employees are expected to work a full scheduled work day, unless otherwise authorized by their supervisor.

Employees who are going to be late or absent, must call and notify their supervisor no later than their scheduled starting time. In an emergency situation, employees must notify their supervisor as soon as possible thereafter. Employees who are absent more than three days may be required to bring a doctor's note upon their return to work attesting to the medical need for their absence and their ability to return to work. Any employee who is absent for more than three days, without notifying his/her supervisor directly, will be considered to have voluntarily resigned from his/her job.

Unexcused absenteeism or tardiness will not be tolerated and will result in discipline up to and including termination. Excessive absenteeism or tardiness, even if excused, may also lead to discipline and/or termination.

Alternate Work Arrangements

FJC has an alternate work hours (flex-time) policy for the convenience of eligible employees. With supervisory approval, an employee may select a starting time between 7:00 a.m. and 9:30 a.m. FJC requires that employees still work a full day and take at least a 30-minute lunch break. Full-time regular employees may also request a schedule that differs from the standard Monday through Friday workweek. However, upon request the employee must detail how s/he will fulfill the 37-hour workweek requirement.

In certain circumstances, regular full-time employees may be able to work from home on a scheduled basis. To be considered for this option, the employee must have a computer with internet access and a quiet, designated work space at his/her home location. In addition, the employee must, when applicable, have appropriate daycare coverage for children while working from home.

Any employee interested in an alternate work arrangement must submit a written request to his/her supervisor as well as the Chief Executive Officer of FJC. Requests will be evaluated and determined based upon the organizational need, the employee's position and performance. All approved requests will be documented in writing and will be reviewed semi-annually to ensure that it continues to be feasible for both the employee and FJC. In the event that an approved alternate work arrangement must be changed or discontinued, FJC will provide appropriate notice for the employee to make the adjustment.

Recording Work Hours

Federal and state wage and hour laws require that the organization keep an accurate record of time worked for every non-exempt employee. Therefore, all non-exempt employees must record their hours on a daily basis, including overtime, and submit them bi-weekly to supervisors for approval and signature. Falsification of recorded hours is a serious violation of policy and may result in immediate discharge.

On a monthly basis all employees must document all paid time off including vacation, sick time, etc., and submit the information to the COO for record keeping purposes.

Your Paycheck

Base pay is an employee's regular rate of pay, not including any overtime, bonuses, or other extra compensation. If you believe there is an error in your pay, bring the matter to the attention of the Chief Operating Officer immediately so the Company can resolve the matter quickly and amicably.

Deductions

FJC is required by law to make certain deductions from an employee's salary. Paychecks reflect two types of deductions: legally required deductions and voluntary deductions. These deductions are subtracted from gross pay.

- **Legally Required Deductions** – FJC adheres to State and Federal requirements for payroll deductions including contributions to Social Security (F.I.C.A.) and withholdings for Federal and State Income Taxes.
- **Voluntary Deductions** - With an employee's authorization, other deductions may be made from a paycheck to cover contributions to the company offered benefits

In some instances, FJC is legally required to make deductions for items such as garnishments and child support payments.

Overtime

Business needs may sometimes require that employees work overtime. When overtime is necessary, supervisors will give employees as much advance notice as possible.

Exempt staff is expected to work the hours necessary to meet organization and individual goals. Exempt employees are not eligible for overtime compensation. Non-exempt employees, who are authorized to work overtime, will be paid one and one-half times their regular hourly rate of pay for all time worked in excess of 40 hours in a work week. All overtime must be approved by a supervisor prior to being worked.

Vacations, holidays, sick days, and other time off will not be counted in determining actual hours worked for purposes of calculating overtime pay.

Salary Increases

Salary increases may be given to employees effective January 1st of each year. If granted, salary increases will be based upon a combination of factors, including the following: job description changes, length of service, cost of living, merit and budget.

Pay Practices and Direct Deposit

All FJC employees are under a co-employment agreement with Prestige Employee Administrators and therefore all payrolls will be processed by Prestige Employee Administrators. FJC employees are paid on a bi-weekly basis (every other Friday).

The organization encourages all employees to participate in the direct deposit program.

Performance Appraisal and Development System

FJC believes it is beneficial to provide employees with accurate and timely feedback on performance strengths and weaknesses so that each employee may take appropriate actions in line with his/her career expectations.

FJC's performance and development process has been designed to provide employees with a formal evaluation of demonstrated performance as related to the specific requirements of their position. Supervisors maintain primary responsibility for conducting the performance appraisal. With the exception of newly hired or promoted employees, employees will normally be reviewed twice each year. The appraisal is primarily designed to assist an employee in better understanding how well s/he has performed a job and what may need to be done to attain greater success and advancement in the future. It is not a guarantee of any increase in wage, benefits or continued employment.

Personnel and Payroll Files

Employee personnel records and payroll files are maintained by the Chief Operating Officer. Any employee who would like to review his/her personnel or payroll files should ask the Chief Operating Officer directly.

It is the responsibility of each employee to promptly notify FJC of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Employment Verifications

All inquiries pertaining to verification of employment must be directed to the Chief Operating Officer.

Request for References

All inquiries for information about active or former employees, including reference requests, must be referred to the Chief Operating Officer.

Inclement Weather Emergency Closings

FJC offices generally do not close due to inclement weather. Nevertheless, employees are not expected to take unnecessary chances to get to work. If an employee is unable to get to work safely due to weather, he/she should contact their supervisor either in person or leave a voice mail by 8:00 a.m.

Section 3 - BENEFITS

Benefits Overview

FJC makes available to its employees a comprehensive benefits package, which increases their total compensation. The benefits program is designed to provide financial security against unexpected events, encourage personal and professional growth of each employee, and provide a stimulating work environment.

Medical and dental insurance plans are provided for eligible full-time employees and their spouses and dependents. Part-time employees who work more than 30 hours per week will be able to receive medical and dental coverage at a prorated cost. Full-time employees who opt out of medical coverage will receive an annual reimbursement from FJC of \$500 (this amount will be prorated when a partial year is worked.) In addition, FJC provides life insurance and disability insurance at no cost to full-time employees. Employees may also choose to participate in the Flexible Spending Account programs.

All regular employees may participate in the 401(k) plan to save for retirement. Holidays, vacation, sick time and other time off polices are provided based upon eligibility requirements.

Because the needs of employees and the business can change, FJC reserves the right to change any benefit plan, practice, policy, or procedure at any time. Additional details for all of the benefit plans are set forth in the Summary Plan Descriptions for each specific plan.

401(k) Plan

FJC maintains a voluntary 401(k) Savings Plan to help employees supplement their retirement income. The plan also incorporates a discretionary profit sharing that permits FJC to contribute monies to each individual's account at the end of each calendar year. To be eligible for the profit sharing contribution, employees must have worked 1000 hours in the calendar year and be on the FJC payroll on December 31 of the plan year. Additional details are set forth in the Summary Plan Description.

Holidays

FJC offers full-time, regular employees up to twenty-two (22) paid holidays per year. In addition, FJC offices close at 1:00 p.m. the day before a Jewish Holiday. To be entitled to holiday pay, an eligible employee must be on the active payroll prior to and following the holiday.

New Year's Day	Rosh Hashanah (2 days)
Martin Luther King Day	Yom Kippur (1 day)
Presidents Day	Sukkot (2 days)
Passover (first 2 and last 2 days)	Shemini Atzeret (1 day)
Shavuot (2 days)	Simchat Torah (1 day)
Memorial Day	Thanksgiving
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

Part-time regular employees who regularly work at least 20 hours per week will be paid for holidays only if they occur on a normally scheduled work day. For employees working fewer than 5 days per week, holidays that fall on the employee's scheduled day off will not be reimbursed. Contract employees and interns are not eligible for paid holidays.

FJC reserves the right to change this list of holidays at its discretion and to grant additional holidays in any given year on a "one-time" basis. Holidays are not cumulative and may be used only as they occur. Holidays falling within an eligible employee's vacation period or other period of paid absence shall not be counted toward used vacation or other paid absence time, rather the employee shall receive the holiday pay. At the sole discretion of management, an employee who is asked to work during an FJC-observed holiday may be eligible for a comp day.

During years when any of the Jewish Holidays fall on a Saturday or Sunday, FJC will not provide an alternate weekday off in exchange for the weekend holiday.

Vacations/Paid Time Off

FJC views vacation time as an important benefit for its employees, as it provides scheduling flexibility, as well as an opportunity for time away from the office to rest and rejuvenate.

Regular full-time employees accrue vacation time as of their start date. Accrued vacation time may be utilized after the employee has successfully completed three (3) months (“Company Probationary Period”) of employment with FJC.

Full-time employees who work a minimum of 37 hours per week will accrue paid time off as follows:

Employee Class	Days accrued per month / Annual Max
Senior Leadership Team	1.667 days per month (20 days max)
Management & Support Staff Team	1.25 days per month / increases to 1.5 after 5yrs (15/18 days max)

Regular part-time employees who work a minimum of 20 hours per week will accrue paid time off as follows:

Employee Class	Days accrued per month / Annual Max
Support Staff Team	0.416 days per month / increases to 0.833 after 5yrs (5/10 days max)

Only two (2) weeks of vacation time can be taken in succession. Vacation requests must be submitted in writing to your supervisor prior to your scheduled vacation date. Every effort will be made by FJC to accommodate vacation requests, unless business circumstances, such as project deadlines, do not permit. Vacation may be taken in full or half day increments only.

FJC encourages its employees to use all vacation time in the calendar year in which it is accrued. Accrued, unused vacation time cannot be carried over to the following calendar year.

At the time of termination, employees will be paid out for accrued unused vacation time.

Paid Sick Time – New York City

All full-time and regular part-time employees who have worked 80+ hours in a calendar year are eligible to accrue up to 40 hours (5 days) of paid sick or safe time in each calendar year (one hour of sick or safe time for every 30 hours worked).

Sick leave time may be used for an absence from work: (i) due to the employee's physical or mental illness, injury, health condition, or the employee's need for medical diagnosis, preventative care or to seek medical care or treatment; (ii) to care for a sick family member (such as a child, spouse, domestic partner, parent, sibling, grandchild or grandparent, the child or parent of the employee's spouse or domestic partner, any blood relative or any individual whose close association with the employee is the equivalent of a family relationship) who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or who needs preventative care; or (iii) due to closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

Safe time may be used for an absence from work when the employee or the employee's family member has been the victim of a family offense matter, sexual offense, stalking or human trafficking: (i) to obtain services from a domestic violence shelter, rape crisis center or other shelter or services program for relief from a family offense matter, sexual offense, stalking or human trafficking; (ii) to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or the employee's family members from future family offense matters, sexual offenses, stalking or human trafficking; (iii) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding, including matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing or discrimination in employment, housing or consumer credit; (iv) to file a complaint or domestic incident report with law enforcement; (v) to meet with a district attorney's office; (vi) to enroll children in a new school; or (vii) to take other actions necessary to maintain, improve or restore the physical, psychological or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

Employees who need to take a sick or safe day or will be absent from work for any reason, must call their supervisor prior to their shift beginning. Three (3) consecutive days of or more of absence must be documented by a doctor's note or other reasonable documentation. Three (3) consecutive days of absence without notification will constitute voluntary resignation from employment as of the last day worked.

Up to 40 hours of accrued, unused sick or safe time may be carried over from one year into the next, but no more than 40 hours of sick or safe time may be used each year. Sick and safe time is not paid out upon termination of employment.

Confidentiality

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to the employee's or family member's status or perceived status as a victim of family offenses, sexual offenses, stalking or human trafficking. When such information is provided solely for the purposes of using paid safe and sick time, it will not be disclosed except by the affected employee, with the written permission of the affected employee or as required by law. The Company reserves the right to consider this information in connection with a request for safe and sick time or in connection with a request for a reasonable accommodation for a victim of domestic violence, stalking or a sex offense.

Retaliation

Employees have the right to request and use safe and sick time. The Company will not retaliate or tolerate retaliation against any employee who seeks or obtains safe and sick time under this policy, who makes a good-faith complaint about a possible ESSTA violation or who communicates with any person about such a violation. In addition, the Company will not retaliate against any employee who informs another person about the rights under the ESSTA.

Lactation Breaks

If you are a nursing mother, you may use reasonable unpaid break time or may use paid break time or meal time each day to express breast milk for your nursing child for up to three (3) years following the birth of your child. FJC will make reasonable efforts to provide a room or other location (other than a restroom or toilet stall), in close proximity to your work area, where you can express breast milk in privacy.

You should provide FJC with advance notice of your intent to express breast milk in the workplace, preferably before you return to work following child birth, in order to allow FJC an opportunity to establish a location and schedule leave time amongst multiple employees if needed. FJC will not discriminate against employees who choose to express breast milk in the workplace.

Jury Duty and Witness Leave

FJC acknowledges that it is an employee's civic duty to report for jury duty whenever called. When an employee is called for jury duty and is absent for less than one week, FJC will compensate the employee for lost time at base pay (minus payments made by the court). All employees must submit court vouchers in order to receive supplemental payment from FJC.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. Employees may retain any mileage allowance, or related fees, paid by the court for jury or witness service. Employees who receive a subpoena to be a witness at a hearing or trial will be granted unpaid leave. The notice and verification requirements listed above for jury duty also apply to witness leave.

If the jury duty falls at a time when the employee cannot be away from work, FJC may request that the court allow the employee to choose a more convenient time to serve if s/he makes a request in accordance with the court's procedures. The employee must cooperate with this request.

Voting Leave

The organization encourages voting in all local, state and national elections. If an employee does not have sufficient time outside of his/her working hours to vote at any election, he/she may take up to two (2) hours of paid time off in order to vote if their work schedule otherwise prevents them from voting in person while the poles are open.

Employees intending to take time off to vote must inform their supervisor at least two but no more than 10 days prior to Election Day.

Bereavement Leave

In the event of the death of a member of an employee's immediate family or household, including a domestic partner or legally recognized spouse, child, parent or stepparent, in-law, sibling, or stepsibling, FJC allows seven (7) business days off, with pay. If the employee needs more than seven business days, the employee should discuss this with his or her supervisor, who may grant the additional time, without pay, if the needs of the organization can accommodate the request. At the employee's option, the employee can choose to be paid for the approved, additional time off using available vacation time. Bereavement leave of one day may be paid for the death of non-immediate family members subject to approval by an immediate supervisor.

Workers' Compensation and Disability

FJC complies with New York State Workers' Compensation and Disability regulations. Injuries suffered on the job, no matter how minor the injury may appear, should be immediately reported to the employee's supervisor. If an employee should suffer a serious work-related injury, s/he should request completion of workers' compensation insurance forms from the Chief Operating Officer.

In accordance with New York State Disability regulations, FJC's short-term disability insurance policy provides short-term disability benefits for full-time New York employees who are disabled for more than seven (7) consecutive days for the same or a related illness or injury that is not connected to their employment. To qualify, you must be employed by FJC for a minimum of four (4) consecutive weeks. To apply for benefits, please obtain the appropriate information from the Chief Operating Officer. Because this policy is through Prestige Employee Administrators, you will be informed of the requirements to file for your benefits when you make the Chief Operating Officer aware of the situation. Coverage is provided for up to 20 weeks at 50 percent of weekly salary to a maximum amount per week and runs concurrent with non-FMLA medical leave. A pregnant employee may qualify for some benefits under the short-term disability insurance policy.

Statutory Short-Term Disability

If you become disabled and cannot work, you may be entitled to benefits under the Company's Short-Term Disability Benefits Plan. For eligibility requirements and a detailed explanation of the disability

benefits, please speak with the Human Resources Business Partner at Prestige Employee Administrators. The Company will not take any adverse action in retaliation for a good faith filing of a disability benefits claim.

Section 4 - LEAVES OF ABSENCE

Non-FMLA Medical Leave Of Absence

Employees may apply for a non-FMLA medical leave of absence due to their own serious medical condition. Such leaves are typically made available to employees who have successfully completed the probationary/introductory three months (90 days) period, but will be granted to any employee entitled to a leave pursuant to the requirements of law.

Eligible employees will receive up to six (6) weeks of full salary and benefit continuation while out on medical leave. Employees may supplement the unpaid portion of non-FMLA medical leave with accrued unused vacation and/or sick time if their leave needs to be longer than 6 weeks.

Request for a leave of absence must be submitted in writing, signed by the employee and must be approved by your Department Head or Chief Operating Officer. Requests for a leave of absence should, wherever possible, be submitted thirty (30) days in advance of the date the leave is desired and must state anticipated start and end dates. Emergency requests will be reviewed on an individual basis. A non-FMLA medical leave of absence cannot be for more than ninety (90) days; however, an extension may be considered at the employee's request.

After the (6) weeks of salary continuation, employees will not accumulate any benefits. During a leave, arrangements must be made with the Company for the employee to pay the **total** cost of any benefits that are normally paid through payroll deduction on the appropriate due dates. Vacation benefits will not accumulate during such a leave. In addition, no pay will be received for holidays if they occur during such a leave.

A non-FMLA medical leave of absence, when granted, does not insure that the employee's position will be available upon their return. Should it be determined it was necessary to fill the position, where appropriate the returning employee will be offered the first open position of like classification and pay for which the employee is deemed qualified. If the employee does not contact their Department Head or Chief Operating Officer by the time the leave of absence expires, the employee will be automatically terminated. A leave request may be investigated and any falsification of the reason will be grounds for immediate dismissal.

Following any medical leave which is taken because of the employee's own medical condition, a Fitness to Return to Duty certificate must be provided before an employee can return to work. A note from the treating medical provider will fulfill this requirement. An employee cannot return to work until this certificate is provided.

Paid Parental Leave

FJC will not discriminate against any employee who requests a paid leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child.

Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the company for at least six (6) months
- Be a spouse or committed partner of a mother who has given birth to a child
- Have given birth to a child, adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

Amount, Time Frame and Duration of Paid Leave

- Eligible employees will receive a maximum of two (2) weeks paid parental leave per birth, adoption or placement of child/children. The fact of a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two-week total of paid parental leave granted in a rolling 12 month period, regardless of whether more than one birth, adoption or foster care placement event occurs within the 12 month time frame.
- Paid leave is compensated at 100% of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a bi-weekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the six-month period immediately following child birth, adoption or foster care placement. Paid parental leave may not be used or extended beyond this six-month time frame.
- In the event of a female employee who has given birth, the two weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefits provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period and must use all paid parental leave during the six-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the six-month time frame.
- Upon termination of employment, employees will not be paid for any unused paid parental leave for which he or she was eligible.
- Notwithstanding the foregoing, employees may also be eligible for leave under the New York Paid Family Leave Benefits Law ("NYPFL"). Pursuant to NYPFL, employees are eligible for NYPFL after working twenty-six (26) consecutive weeks if such employee works twenty (20) or more hours per week or after 175 days of work if the employee works a schedule of fewer than twenty (20) hours per week. NYPFL provides leave to employees to (i) care for a child after birth or placement of a child with an employee for adoption or foster care, (ii) care for a family member with a serious health condition (physical or psychological) or (iii) assist with family situations when a family member is deployed abroad on active military service or has been notified of an impending military deployment abroad. During the NYPFL leave period, employees taking such leave will receive a percentage of his or her typical weekly wages in accordance with NYPFL unless otherwise eligible for paid parental leave under this policy. Note that any entitlements to leave under this policy shall run concurrently.

Requests for Paid Parental Leave

Employees must provide his/her supervisor with written notice of the request for leave at least thirty (30) prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms provided by the HR Business Partner at Prestige Employee Administrators.

Personal Leave Of Absence

FJC at its sole discretion will consider granting an unpaid leave of absence for extenuating personal reasons to full-time employees with at least one year of service.

An employee requesting a personal leave must submit such a request in writing to the Department Head or Chief Operating Officer, specifying the anticipated start and end dates of the leave, as well as the reasons for the leave. If the need for the personal leave of absence is foreseeable, you must submit your request thirty (30) days in advance of the requested first day of leave. If it is impossible to provide such advance notice, you must submit your request as soon as practical.

If a leave is authorized and you wish to extend it beyond the original end date, any request for a leave extension must be submitted in writing to the Department Head or Chief Operating Officer no later than thirty (30) days prior to the original end date, or as expeditiously as possible after the revised date is known. A determination on the extension will be made by the Company.

Except as otherwise stated in this policy or required by applicable law, during a personal leave an employee will not accrue any employee benefits. During a leave, arrangements must be made with the Company for the employee to pay the cost of any benefits that are normally paid through payroll deduction on the appropriate due dates. Vacation benefits will not accumulate during such a leave. In addition, no pay will be received for holidays if they occur during such a leave.

Additionally, any consideration for a salary increase or any bonus the employee may have otherwise received during the period of absence will be delayed by the amount of time spent on personal leave. In addition, this period of absence will be treated as a break in service for purposes of calculating any bonus for which the employee may be eligible.

Upon returning from a personal leave of absence, reinstatement is not guaranteed except as required by applicable law. However, FJC will make every effort to allow the employee to return to his/her former position (if it is available) or another available position for which the employee is qualified.

Please note that business conditions, among other reasons, may preclude reinstatement.

If the employee fails to return to work after an approved personal leave and is not authorized to take any additional leave time, employee's position at the Company will be considered abandoned. This will be treated as a voluntary termination of employment on employee's part.

Please note that, under all circumstances, an employee's leave time cannot exceed ninety days (90) in a twelve-month period, unless otherwise required by law. If employee is out on any leave of absence or combination of leaves of absence for more than thirty days in a twelve-month period, employee's position

will be considered abandoned unless otherwise required by law. This will be treated as a voluntary termination of employment.

Employees may not, under any circumstances, engage in other employment including, but not limited to, a competitive business while on any leave of absence.

Military Leave

FJC will provide the necessary time off to employees who are required to fulfill military obligations in any Armed Forces, National Guard, other uniformed services or state military, as required by federal and state law. If employees return to work or apply for reemployment on a timely basis, they will be reinstated in accordance with federal and state law.

Military leave will be unpaid, except exempt employees who are paid on a salary basis will be paid for any workweek in which the employee performs work. In addition, employees may choose to use accrued vacation or personal days for military leave in lieu of unpaid leave. To be eligible for military leave, you must provide management with advance notice and proof of your service obligations unless you are prevented from providing such proof and notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask the Chief Operating Officer for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

Blood Donation Leave

Employees who work an average of at least 20 hours per week are eligible for up to three hours of unpaid leave in any 12-month period for donating blood. Employees must provide advance notice of at least three working days of their intention to avail themselves of this leave, except in emergency situations. Employees may use accrued paid time off for this purpose.

Any leave that is accrued, but not used, will not carry over to the next calendar year.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Retaliation against an employee who requests leave under this policy is strictly prohibited.

Bone Marrow Donation Leave

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of unpaid leave to donate bone marrow. The Company reserves the right to request a written physician verification of the purpose and length of bone marrow donation leave.

Employees may choose to use available accrued paid time off in lieu of unpaid leave.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Retaliation against an employee who requests leave under this policy is strictly prohibited.

Section 5 – GENERAL STANDARDS OF CONDUCT

Workplace Conduct

FJC expects all employees to conduct themselves in an appropriate and professional manner at all times while on the organization's premises or while on FJC business. Conduct which adversely affects the interests or safety of other employees, directors, or the organization is prohibited at all times.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace and employees are expected to use common courtesy and good judgment at all times. Listed below are examples of some conduct that may result in immediate disciplinary action, including suspension or termination of employment. This list is not exhaustive and does not limit the organization's right to discipline in whatever manner it deems appropriate up to and including termination, depending upon the organization's assessment of the severity of the conduct.

Conduct which may lead to immediate disciplinary action includes:

- Excessive tardiness
- Excessive absenteeism or abuse of sick leave
- Failure to notify supervisors promptly of absences
- Failure to start work promptly at the beginning the scheduled work day
- Stopping work before the end of a scheduled work day
- Absence without authorization by your supervisor
- Horseplay or other unnecessary boisterous conduct FJC's property
- Indecent or offensive language or conduct
- Violation of smoking policy
- Violation of common safety practices
- Failure to follow job instructions
- Unsatisfactory job performance
- Insubordination

- Threatening or striking a supervisor or other employee
- Reporting to work under the influence of alcohol or drugs, bringing alcoholic beverages or drugs onto FJC property, buying or selling, or attempting to buy or sell, drugs on FJC property
- Possession of a firearm, explosives, or other weapon on FJC property
- Theft of FJC property or theft of the property of another employee
- Gambling of any kind on FJC property
- Violation of FJC's anti-harassment policy or retaliation against an employee for reporting such harassment
- Falsification of documents, including but not limited to, job applications, resume, time sheets, expense reports or other employment or production documents, whenever such conduct is discovered
- Damage to FJC property or to the property of another employee due to carelessness or negligence
- Verbal or physical abuse towards any employee
- Other fraudulent or dishonest conduct

Employee Concerns / Conflict Resolution Process & Policy

Employees are encouraged to make it known when a job-related problem arises. Informal discussions often produce a solution to a problem quickly and easily. When a question or difficulty arises, the easiest and most efficient way of communicating is through a thorough and frank discussion with your supervisor, with the matter at issue being clearly stated and understood by both of you. Many problems and misunderstandings can be resolved in this manner.

Workplace Monitoring

Workplace monitoring may be conducted by the Company to ensure quality control, employee safety, security, and customer satisfaction.

While on the Company's premises, employees have no expectation of privacy in their belongings or in the non-private workplace areas which include, but are not limited to, offices, cubicles, work locations, Company provided or designated parking areas, desks, computers, lockers, rest or eating areas, or vehicles engaged in Company operations.

Employees who regularly communicate via the telephone may have their conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of the Company as well as their satisfaction with our service.

Computers furnished to employees are the property of the Company. As such, computer usage and files, including e-mail usage and related files, may be monitored or accessed.

Because the Company is sensitive to the legitimate privacy rights of employees, every effort will be made to conduct workplace monitoring in an ethical and respectful manner.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Information Systems Policy

FJC provides its employees with personal computers, voicemail, e-mail and Internet access (“Information Systems”) to enable employees to conduct business. These Information Systems that are available to employees as a result of their employment are the property of the organization and should generally be used for business purposes only. Occasional use of Information Systems other than the Internet for appropriate non-business purposes is permissible, provided that it does not interfere or conflict with FJC’s business and is conducted on non-working time.

FJC may access information maintained on any Information System at any time. The organization may (but will not necessarily) ask for an employee’s assistance in accessing Information Systems information that the employee read or created. Moreover, employees should be aware that voicemail and e-mail messages that are sent or received may remain on the system and may be accessible even if an employee has deleted them. Therefore, an employee should not prepare, receive or maintain personal or private information on any Information System that the employee does not want accessed by the organization.

Employees are expected to observe all FJC policies and procedures when they use the Information Systems. Thus, Information Systems should not be used to send or receive material that violates the organization’s policy against harassment or that may otherwise be offensive to other employees or people outside of the organization.

Employees also have security obligations in connection with the use of Information Systems. Employees may not share passwords or otherwise provide access to unauthorized persons. Employees also may not establish connections that would allow unauthorized persons to gain access to FJC’s Information Systems, either through the Internet or otherwise.

Media Inquiries

All inquiries from the media (print or online journalists, bloggers, editors etc.) are to be directed to the Communications Department. If a reporter should ask you a question, politely respond that you are not authorized to speak to a member of the press and direct the individual to a member of the Communications Department.

Use of Social Media

The Internet and social media sites in particular, provide a number of benefits which FJC staff may wish to access. If FJC employees clearly identify their association with FJC and/or discuss their work in a social networking site, an online blog, or any other web forum, they are expected to behave in ways that are consistent with FJC’s values and policies.

All FJC staff should be mindful of the information they disclose on social networking sites and remember that non-work venues and sites will reflect on one’s professionalism and discretion. When associating ourselves with the Foundation (by providing work details or joining a related network) we should act in a manner which does not bring the FJC into disrepute or conflict.

The intention of this note is twofold:

1. Social media is an important communication tool. To fully utilize its power, staff should ensure they are leveraging and linking to all our existing assets.
2. To flag those areas in which conflicts may arise and raise our awareness of the complexity and sensitivity of social networking/online communication (and not to stop staff from conducting legitimate activities online).

Any online activities associated with work for FJC should be discussed in advance by the Communications Department. For example, should you wish to promote a project or initiative from your personal profile, please review the language and imagery with a member of the Communications Department first. (If you are not certain if something is work-related, err on the side of caution and consult with the Communications Department.)

Inspections

Desks, file cabinets, and other storage devices are provided for the convenience of employees but they remain the sole property of FJC. Accordingly, they may be inspected by any representative of the organization at any time either with or without prior notice. An employee who prefers not to have personal items subjected to scrutiny should leave such items at home.

Confidential Company Information

The importance of confidentiality cannot be overemphasized. One of FJC's most valuable assets is its confidential information, which includes donor lists, research data, financial data and computer software and equipment information. The security and integrity of all confidential data must be diligently protected. All FJC employees are obligated to maintain the confidence of our donors, funders, prospects, volunteers, and anyone with whom we are working, as well as colleagues. Employees should not disclose any information about donors/funders or their affairs, even when they know the information is already available to the general public. Employees should only discuss donor/funder affairs with a co-worker (with extreme caution) when there is a need to do so. Do not discuss donor/funder affairs in a public place. All written materials need to be treated with the same level of confidentiality. It is, therefore, a violation of FJC policy to share any information regarded as confidential.

Outside Employment

FJC does not object to an employee's holding an outside job, as long as that outside job does not interfere with job duties or performance at FJC. If the organization determines that an outside job would be inappropriate or would interfere with employment for FJC, the employee may be asked to select between the two jobs. For that reason, all employees are required to notify their supervisors of outside employment. (See Conflict of Interest Policy below.)

Conflict of Interest

This policy addresses potential conflicts of interest and conflicts of commitment which might arise in the course of a staff member's duties and activities outside of FJC. Employees who engage in business or professional activities outside FJC should ensure that these activities do not interfere with their obligations

to FJC. Employees should neither profit nor gain any advantage from any endeavor which may come, or reasonably appear to come, at the expense or well-being of FJC and/or its reputation.

Definition of “Conflict of Interest”

A “Conflict of Interest” as used herein is defined as any interest that a staff member may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to FJC for a fee or other compensation, including if any entity in which they are a principal or employee has received any compensation from FJC pursuant to an agreement, consulting arrangement, commission or otherwise, and any position or other material relationship he or she may have with any not-for-profit corporation with which FJC has a business relationship. A transaction that creates the appearance of a Conflict of Interest is also included within this definition.

Definition of “Interest”

Whether a staff member has an “interest” in a corporation, organization, partnership or other entity which provides professional or other goods or services to FJC for a fee or other compensation, shall be determined by whether that person would derive a significant economic benefit, either directly or indirectly, from any transaction or relationship involving such entity or any decision on a matter involving such entity by the FJC professional staff or Board.

“Interested Party Contract”

When informed by the Chief Executive Officer or other appropriate person, the Audit Committee shall review contracts proposed for approval respecting which a staff member may have a Conflict of Interest (an “Interested Party Contract”). After such review, the Audit Committee shall recommend whether the Interested Party Contract is appropriate for consideration or whether the Conflict of Interest prohibits such consideration.

Disclosure

Of Potential Conflicts of Interest: Should a situation arise where a staff member perceives that any other potential Conflict of Interest may exist, it is the responsibility of such staff member to disclose the nature of the Conflict of Interest to the Chief Executive Officer or other appropriate person.

Of Personal Financial Benefits and Agency Board Affiliations: If a staff member has an interest in a proposed transaction with FJC (I) in the form of a personal financial interest (an ownership or investment interest) in the transaction, or (ii) through an affiliation with the board of a non-profit agency, he or she must make disclosure of such interest and be given the opportunity to disclose all material facts. In the case of a personal financial benefit, such disclosure must be made before any discussion or negotiation of such transaction. In the case of an agency affiliation, disclosure must be made before any committee discussions and/or votes pertaining to agency funding decisions. Failure to do so will be grounds for FJC to request that the individual resign from employment with FJC.

Of Relationship: It is FJC policy that no contract may be entered into between the FJC and any staff member, any relative of a staff member, or an entity in which a staff member, or one of his/her relatives has a material interest or, as an employee of the entity, would benefit from the transaction, unless full disclosure of the relationship is made to the Chief Executive Officer or other appropriate manager prior to such arrangements and determined to be in the best interests of the organization.

Of Outside Employment: Staff must report all outside employment including self-employment to the Chief Executive Officer or Chief Operating Officer when completing the Conflict of Interest Statement. Full disclosure is required when any outside interest prevents an employee from putting FJC's considerations first in dealing with participants or, a staff receives payment from an outside organization for any sub-contract, goods or services that interfere, or has the appearance of interfering, with the performance of his/her job responsibilities. After the Chief Executive Officer or Chief Operating Officer concurs that the outside employment or involvement is not likely to interfere or conflict with the staff member's duties and responsibilities at the agency, he/she must initial and date the statement and place it in the staff member's personnel file.

"Gifts" From Third Parties

To avoid even the appearance of a potential Conflict of Interest, FJC staff members should not accept gifts (other than those of nominal value) from a vendor (i.e. a non-Board member who is seeking FJC business) making a gift as a result of that staff member's association with FJC.

Membership on Agency Boards: Conflicts of Interest

FJC staff members who sit on the boards of other agencies may participate on FJC committees which serve as the primary setting for funding decisions and/or proposal review that meet to discuss and determine the provision of funding to such other agencies, provided that they: (I) make full disclosure as set forth in Disclosure of Personal Benefits and Agency Board Affiliations above; and (ii) recuse themselves from participation at Board or committee meetings to the extent that the discussion and/or vote at those meetings specifically and directly affects funding for agencies on whose boards they sit.

Violations of the Conflicts of Interest Policy

If the Chief Executive Officer has reasonable cause to believe that an employee has failed to disclose actual or possible conflicts of interest, they shall inform the individual of the basis for such belief and afford him/her an opportunity to explain the alleged failure to disclose. If, after hearing the response and making such further investigation as may be warranted in the circumstances, the Chief Executive Officer determines that the employee has in fact failed to disclose an actual or possible conflict of interest, it shall take the appropriate disciplinary and corrective procedures.

Business Dealings with Board Members

During their terms of service, Board members shall not use their influence as valued friends of the organization to seek personal business opportunities from FJC staff. In such “business” dealings between the lay leader and FJC staff person, the staff person may be forced to choose between his or her personal preference and his or her professional interest in maintaining the valued relationship with that lay leader. Accordingly, to maintain appropriate relationships within the organization, solicitation of business from FJC staff by lay leadership shall be strictly prohibited. If an FJC staff member is approached regarding “business” dealing, the staff member shall advise the Chief Executive Officer who will then inform the appropriate Board Member to review the situation.

Review of Policy

Each new employee shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.

Each staff member shall annually complete a disclosure form identifying any relationships, positions, or circumstances in which he/she is involved that he or she believes could contribute to a conflict of interest arising. These might include service as a director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to FJC. Any such information regarding interests of a staff member shall be treated as confidential and shall generally be made available only to the Chief Executive Officer, except to the extent additional disclosure is necessary in connection with the implementation of this policy.

This Policy shall be reviewed annually by the Chief Executive Officer. Any changes to the policy shall be communicated immediately to all relevant employees.

Code of Ethics

All staff, board members and volunteers of the Foundation for Jewish Camping (FJC) are expected to act with honesty, integrity and openness in all their dealings as representatives of the organization. The organization promotes a working environment that values respect, fairness and integrity.

Mission

FJC has a clearly stated mission and purpose, approved by the board of directors. All of its programs support that mission and all who work for or on behalf of the organization understand and are loyal to that mission and purpose. The mission is responsive to the constituency and communities served by the organization and of value to the society at large.

Governance

The organization has an active governing body that is responsible for setting the mission and strategic direction of the organization and oversight of the finances, operations, and policies of the organization. The governing body:

- Ensures that its board members or trustees have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the organization and its public purpose;
- Has a conflict of interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal or other means; and
- Is responsible for the hiring, firing, and regular review of the performance of the chief executive officer, and ensures that the compensation of the chief executive officer is reasonable and appropriate;
- Ensures that the chief executive officer and appropriate staff provide the governing body with timely and comprehensive information so that the governing body can effectively carry out its duties;
- Ensures that the organization conducts all transactions and dealings with integrity and honesty;
- Ensures that the organization promotes working relationships with board members, staff, grantors and program beneficiaries that are based on mutual respect, fairness and openness;
- Ensures that the organization is fair and inclusive in its hiring and promotion policies and practices for all board and staff positions;
- Ensures that policies of the organization are in writing, clearly articulated and officially adopted;
- Ensures that the resources of the organization are responsibly and prudently managed; and,
- Ensures that the organization has the capacity to carry out its programs effectively.

Legal Compliance

The organization is knowledgeable of and complies with all laws and regulations.

Responsible Stewardship

FJC manages its funds responsibly and prudently. This includes the following considerations:

- FJC spends a reasonable percentage of its annual budget on programs in pursuance of its mission;
- FJC spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management;
- The organization compensates staff, and any others who may receive compensation, reasonably and appropriately;
- FJC has reasonable fundraising costs, recognizing the variety of factors that affect fundraising costs;
- FJC ensures that all spending practices and policies are fair, reasonable and appropriate to fulfill the mission of the organization; and,
- All financial reports are factually accurate and complete in all material respects.

Openness and Disclosure

FJC provides comprehensive and timely information to the public and is responsive in a timely manner to reasonable requests for information. All information about the organization will fully and honestly reflect the policies and practices of the organization. Basic informational data about the organization, such as the Form 990 and audited financial statements will be posted on the organization's website or otherwise available to the public. All solicitation materials accurately represent the organization's policies and practices and will reflect the dignity of program beneficiaries. All financial, organizational, and program reports will be complete and accurate in all material respects.

Program Evaluation

FJC regularly reviews program effectiveness and has mechanisms to incorporate lessons learned into future programs. The organization is committed to improving program and organizational effectiveness and develops mechanisms to promote learning from its activities and the field. FJC is responsive to changes in its field of activity and is responsive to the needs of its constituencies.

Inclusiveness and Diversity

FJC has a policy of promoting inclusiveness and its staff and board reflect appropriate diversity in order to enrich its programmatic effectiveness. The organization takes meaningful steps to promote inclusiveness in its hiring, retention, promotion, board recruitment and constituencies served.

Fundraising

As an organization that raises funds from the public or from donor institutions, FJC is truthful in our solicitation materials. We respect the privacy concerns of individual donors and expend funds consistent with donor intent. We disclose important and relevant information to potential donors.

In raising funds from the public, FJC will respect the rights of donors, as follows:

- To be informed of the mission of the organization, the way the resources will be used and our capacity to use donations effectively for their intended purposes;
- To be informed of the identity of those serving on the organization's governing board and to expect the board to exercise prudent judgment in its stewardship responsibilities;
- To have access to the organization's most recent financial reports;
- To be assured their gifts will be used for the purposes for which they were given;
- To receive appropriate acknowledgement and recognition;
- To be assured that information about their donations is handled with respect and with confidentiality to the extent provided by the law;

- To expect that all relationships with individuals representing organizations of interest to the donor will be professional in nature;
- To be informed whether those seeking donations are volunteers, employees of the organizations or hired solicitors;
- To have the opportunity for their names to be deleted from mailing lists that FJC may intend to share; and,
- To feel free to ask questions when making a donation and to receive prompt, truthful and forthright answers.

Grantmaker Guidelines

Since FJC also functions as a grantmaker, we have particular responsibilities in carrying out that part of our mission. These include the following:

- We will have constructive relations with grantseekers based on mutual respect and shared goals;
- We will communicate clearly and on a timely basis with potential grantees;
- We will treat grantseekers and grantees fairly and with respect;
- We will respect the expertise of grantseekers in their fields of knowledge;
- We will seek to understand and respect the organizational capacity and needs of grantseeking organizations; and,
- We will respect the integrity of the mission of grantseeking organizations.

Compliance, Monitoring and Reporting

FJC management is responsible for communicating this Code of Ethics to all employees and board members and for ensuring its contents are understood and followed. Breaches of this code should be reported to the Chairman of the Board of Directors.

Employee Dress and Personal Appearance

FJC supports a casual, comfortable work environment and maintains a casual dress policy. Every employee is expected to use good judgment in choosing casual attire. Inappropriate casual attire includes sweat suits, t-shirts with inappropriate slogans, mini-skirts, spandex sportswear, jogging suits, shorts, or beach flip flops. Additionally, employees should refrain from any clothing with bare shoulders, clothing that reveals the midriff or excessive cleavage.

Business attire should be worn when representing FJC or attending a business meeting with non-FJC personnel

Business Expense Reimbursement Policy

For the purposes of this policy, travel and entertainment expenses are defined as expenses incurred for meals, lodging, transportation, travel incidentals, internal luncheons, mileage allowance, and other associated expenses incurred for entertaining persons outside FJC for the benefit of FJC.

It is the policy of FJC to reimburse employees for actual, reasonable, and proper business expenses incurred while on approved FJC business. The policy recognizes that although the nature of business expenditures will vary, each employee is expected to exercise good judgment, and ensure that the expenditures incurred are reasonable, necessary, and in the best interest of FJC. Failure to adhere to these policy guidelines may result in non-reimbursement of the expenses incurred.

Modes of Travel

It is important that travel reservations be made as far in advance of the day of departure as possible to take advantage of discount fares.

Mileage reimbursement

Employees required to utilize personal vehicles for business travel will be reimbursed at the current IRS standard auto mileage rate set each year. Only mileage in excess of regular commuting mileage, whether or not an employee normally drives to work, will be used to compute reimbursement for trips between a home and business destination.

Spouse/Significant Other Travel

The expenses of a spouse are not reimbursable to the employee. All travel by the spouse or significant other; including airfare, lodging, and meals will be at the traveler's expense and must be charged to a personal credit card.

Lodging, Meals, and Entertainment

FJC will pay for actual reasonable expenses, which are recognized to vary according to locations and circumstances. Expense reimbursement forms should indicate all individuals attending a business meal, their affiliations, and the business purpose of the meeting.

Expense Reports

IRS regulations require FJC employees to document all FJC business-related travel expenditures on a reimbursement form. Incurred expenses must be submitted within forty five (45) workdays upon conclusion of travel and must include original receipts in order to be eligible for reimbursement.

Credit Cards

All charge cards issued to an employee on behalf of FJC are to be used only for business-related expenses.

Cell Phone / Smartphone Policy

All staff members will be reimbursed for roaming charges or excess minutes resulting from travel on FJC business. To request this reimbursement a detailed bill must be submitted to support the charges per IRS guidelines.

Reimbursement for Professional Development Programs

Employees may be reimbursed for attending seminars related to their work or to the camping profession. All seminars must be pre-approved by an employee's supervisor. FJC will not provide reimbursement for tuition or degree programs.

Anti-Retaliation Policy

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

Examples of protected activities include:

- Lodging a good faith internal complaint (written or oral) with human resources or management specifically opposing unlawful discrimination or harassment or complaining about violations of wage and hour law (for example, if an employee believes they have been sexually harassed or not paid overtime they are owed).
- Filing a good faith complaint of unlawful discrimination or harassment with the New York State Office of the Attorney General Civil Rights Bureau, the New York State Division of Human Rights, the New York City Commission on Human Rights, the US Equal Employment Opportunity Commission (EEOC) or in court.
- Participating in the Company's internal investigation into allegations of sexual harassment.
- Supporting or encouraging another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a co-worker who has filed a discrimination complaint with the EEOC).
- Requesting an accommodation under the Americans with Disabilities Act
- Filing a workers' compensation claim.

The examples above are illustrative only, and not exhaustive. No form of retaliation for any protected activity will be tolerated.

Any employee, regardless of position or title, whom the Chief Operating Officer determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.

Complaint Procedure

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, then contact the Chief Operating Officer within ten (10) days of the offending conduct. You may, but are not required to, use the complaint form attached hereto. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be retaliatory conduct, please immediately contact the Human Resources Business Partner at Prestige Employee Administrators. These individuals will ensure that an investigation is conducted in a timely fashion.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Company will directly and thoroughly investigate the facts and circumstances of all perceived retaliation and will take prompt corrective action, if appropriate.

Additionally, any supervisor who observes retaliatory conduct must report the conduct to the Human Resources Business Partner at Prestige Employee Administrators so that an investigation can be made and corrective action taken, if appropriate.

If You Must Leave Us

Since employment with FJC is based on mutual consent, both the employee and the organization have the right to terminate employment at-will, with or without cause, at any time. Two weeks advanced notice are requested of employees who resign from employment. Employees who are absent from work for three workdays without directly notifying their supervisor will be considered to have resigned effective on their last day worked.

FJC will generally schedule exit interviews for terminating employees. The exit interview will provide an opportunity to discuss such issues as employee benefits and return of FJC-owned property. Suggestions, complaints, and questions can also be voiced.

Generally, all employee benefits will cease on the last day of the month in which employment terminates. However, FJC provides employees with the opportunity to continue medical and dental insurance coverage after termination at their own expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees are responsible for all property, materials, or written information issued to them or in their possession. Employees must return all property of FJC including keys, access cards, credit cards, etc. that are in their possession at the time of termination.

A Few Closing Words

No other information concerning an employee or former employee will be provided to outside individuals or organizations by FJC unless:

- The information is required by law; or
- The employee consents in writing.

FJC reserves the right to interpret, to withdraw or to add to any of the policies, benefits, or terms and conditions of employment, at its sole discretion and without prior notice or consideration to any employee. These changes will be made as circumstances require. Nothing in this manual is intended, or should be construed, to alter the at-will employment relationship or to constitute a contract with any employee or group of employees.

General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with **Foundation for Jewish Camp**. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

I have received and read a copy of the Company's Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Company at any time.

I further understand that my employment is terminable at will, either by myself or Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of employment will alter "at will" status except an express written agreement signed by.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Foundation for Jewish Camp's Employee Handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

FOUNDATION FOR JEWISH CAMP

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I have read the Conflict of Interest Policy of the Foundation for Jewish Camp.

- (1) I am not employed outside the Foundation for Jewish Camp.
 - Without exception
 - Except as detailed on the attached statement, which notes my place of employment and the specific type of work I perform there.

- (2) I understand that although I am permitted to be a board member of another not-for-profit organization or agency, I must disclose such membership to the FJC.

I have nothing to disclose regarding membership on the board of another not-for-profit organization or agency.

 - Without exception
 - Except as described on the attached statement.

- (3) Further, to the best of my knowledge, except as disclosed, I do not intend to acquire an Interest, as defined in the policy.
 - Without exception
 - Except as described in the attached statement

If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly disclose the conflict in writing to the Chief Executive Officer, or in the case of Outside Employment, to the Chief Operating Officer

Signature: _____ Date: _____

Print Name: _____

FOUNDATION FOR JEWISH CAMP

RECEIPT OF NON-HARASSMENT POLICY

It is the Company's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, or have otherwise witnessed or have information about conduct which violates this policy, you must immediately report the matter to Marina Lewin, Chief Operating Officer – [see Harassment Policy]. If you are unable (or unwilling) for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact your supervisor or the HR Business Partner at Prestige Employee Administrators at (516) 692-8505.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent practicable, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

DISCRIMINATION/HARASSMENT/RETALIATION COMPLAINT FORM

Instructions: FJC is committed to providing a work environment free from discrimination, harassment and retaliation. FJC’s Non-Harassment Policy, which you received a copy of and signed, outlines FJC’s prohibitions against discrimination, harassment and retaliation.

This policy provides procedures with several options for employees to report prohibited conduct. One option for reporting discrimination, harassment or retaliation is to complete this form and provide it to Marina Lewin, Chief Operating Officer, your supervisor or the HR Business Partner at Prestige Employee Administrators. You are not required to use this form to file a complaint. However, you should read and be aware of FJC’s reporting procedures, whether you choose to use this form or not.

Any employee can report discrimination, harassment and retaliation, whether as a victim or a witness. Regardless of your experience with the discrimination, harassment or retaliation, it is important to be as specific as possible in your complaint so that FJC can fully investigate the conduct and take prompt corrective action, as necessary. Include all known information about the complaint, including the identity of any witnesses with knowledge of the allegations or offenses and any other known evidence related to the complaint. You are not limited to the space provided. FJC encourages you to attach any additional materials that may assist us in investigating the claim.

To investigate the complaint, FJC may need to interview you, those subject to the alleged discrimination, harassment or retaliation (if not yourself), the alleged offender(s) and any known witnesses. However, FJC will notify all individuals involved that the investigation is confidential to the extent practicable and make clear that unauthorized disclosures could result in disciplinary action.

Employee Name:

Employee Title:

Supervisor or Manager Name:

Supervisor or Manager Title:

Today's Date:

[Incident Date/Period of Ongoing Incidents]:

Identify the individual(s) who participated in discrimination, sexual harassment or retaliation:

Identify the individual(s) subject to the alleged discrimination, sexual harassment or retaliation:

Identify (to the best of your knowledge) when the discrimination, sexual harassment or retaliation occurred. If it occurred over a period of time or continues to occur, identify that period of time:

Identify why you believe the discrimination, sexual harassment, or retaliation occurred:

Describe in detail the facts that form the basis of this complaint (attach additional sheets of paper if necessary):

Has anyone else witnessed the alleged conduct? To the best of your knowledge, please identify those individuals and describe their scope of knowledge of the alleged conduct:

Are you aware of any other evidence of the alleged conduct (for example, documents, emails, videotapes, audiotapes, or other records or materials that substantiate your complaint)? To the best of your knowledge, please identify and describe any and all existing evidence and attach any and all existing evidence in your possession to this complaint:

Did you take any action to try to stop the alleged conduct? If so, please describe the action you took and what resulted:

Have you previously reported or complained about the alleged conduct or any other discrimination, harassment or retaliation while employed by FJC? If so, please identify the person you reported the conduct to, the date of the report and the resolution:

How would you like to see the situation resolved?:

[SIGNATURE PAGE FOLLOWS]

I acknowledge that I have read and understand the above information. I certify that to the best of my knowledge, the information I have provided on this form is accurate. I understand and acknowledge that a copy of this complaint and any attachments may be provided to the alleged offender(s). I also understand that this complaint and any attachments may be viewed by appropriate administrators and other witnesses involved in the investigation of this complaint. I am willing to fully cooperate in this investigation.

Employee Signature

Date