



August 16, 2023

Dear Alana,

The Cooke School and Institute ("Cooke") is pleased to offer you employment as a(n)

School Counselor

in connection with the upcoming

2023-2024

_____ school year. While this offer of employment is not guaranteed employment for any specific duration of time, it is our hope that individuals offered positions will work the entirety of the school year (approximately 10 months). Assuming you work the entirety of the school year, the annualized rate of compensation for this position is _____ Step 1 - \$65,000.00

Your annual salary is based on a forty-hour workweek during this approximate 10-month period. Because your position is an exempt position, it **does not** qualify for overtime for all hours actually worked over 40 in a workweek (Monday – Sunday). This offer is contingent on your licenses and/or certifications being up-to-date and in good standing. Your employee compensation statement for the _____ 2023-2024 school year is will be sent separately.

Cooke School & Institute • 1713 Madison Avenue • New York, NY 10029 • P. (212) 280-4473

INDEPENDENCE THROUGH EDUCATION

www.cookeschool.org

You are considered to be a part of the 10-month school staff. The annualized salary set forth above is the total base compensation assuming that you work the entire school year (10 months), as well as any staff meetings prior to the arrival of the students or other assigned duties.

10-month School Staff may elect to receive their annualized compensation over 20 pay periods, which is the 10-month school year 2023-2024 or spread out over 24 pay periods, covering a 12-month period 2023-2024. Payment over the 24 pay periods, as opposed to the 20 pay periods, will allow you to receive a paycheck during the summer break. Those electing 20 pay periods will have their medical and/or dental benefit deductions accelerated during the school year so that no additional benefit payments will be due during the summer break. Irrespective of your choice of 20 pay periods or 24 pay periods to receive your annualized compensation, exempt employees of Cooke are paid on a semi-monthly basis. Exempt staff paychecks are distributed on the fifteenth (15th) and thirtieth (30th) day of the month. Should that date fall on a weekend, checks will be distributed on the Friday before.

As set forth above, while Cooke looks forward to a long and mutually beneficial relationship with you, the offer of employment is not for a set duration of time. Your employment with Cooke is "at-will." In other words, either you or Cooke can terminate your employment at any time for any reason, with or without cause, and with or without notice. This offer letter is not a contract of employment and no one other than Cooke's President may enter into any agreement for employment for a specified period of time or make any agreement contrary to the policy of at-will employment. In addition, any such agreement must be in writing signed by you and Cooke's

President. Cooke has not made any representations about your employment not specifically contained in this letter and you have not relied on any representations (written or verbal) not specifically contained in this letter.

If you accept this offer of employment, you agree to comply with all of Cooke's policies, including, but not limited to, all terms and conditions set forth in the Employee Manual, Faculty Handbook, and any other memoranda and communication. In addition, in consideration of this offer of employment, you agree that any and all claims arising out of your employment at Cooke shall only be brought in a court of competent jurisdiction located in New York, New York. Also, this offer of employment is contingent upon confirmation that you are legally able to work for Cooke. In this regard, you should bring documentation to support your identity and eligibility to work in the United States on the first day you are required to report to work. If you currently work for Cooke, this information is already on file with the Human Resources Department.

Here is some important information to note:

- New employees are required to attend a New Hire Orientation Day on August 24, 2023 and Crisis Prevention Training on August 25, 2023 at 1713 Madison Avenue.

These events are mandatory and new employees will be compensated for being present.

More details will be provided in early August.

- Staff for the Lower, Middle, Upper and Transitions programs are required to attend professional development meetings beginning on August 28, 2023

- You may not use Personal Time Off (PTO) days during the week of August 28, 2023, or during the first two weeks of the school year, unless you have provided written request at

least weeks prior, time off is based on the approval of the supervisor. A doctor's note must be provided if ill.

- During the school year, exempt staff must participate in at least one community event after school or on a Saturday.

We look forward working with you in the new school year!

Sincerely,

A handwritten signature in black ink, appearing to read "Francis Tabone". The signature is fluid and cursive, with the first name "Francis" being more legible than the last name "Tabone".

Francis Tabone, PHD
Head of School

