



# Employee Policy and Benefits Guide

Seven Hills Charter Public School

Board vote July 14, 2011

## Seven Hills Charter Public School

Monday, July 18, 2011

Dear Seven Hills Charter Public School Employee:

I am pleased to welcome you to Seven Hills Charter Public School. As a Seven Hills Charter Public School employee, you are part of a talented, dynamic team of individuals who have dedicated themselves to improving both the academic performance and the educational experience of students in Seven Hills. Your individual contributions to this team will allow us to improve the quality of public education in the months and years to come.

Seven Hills Charter Public School recognizes individual as well as team excellence. We offer a truly stimulating work environment. I hope you will enjoy your association with Seven Hills Charter Public School and that you will find continuing sources of inspiration and motivation in the important work you do each day.

The Employee Benefits Guide will provide you with an overview of Seven Hills Charter Public School employee benefits and corporate policies and procedures. If you have any questions about the guidebook, please contact the Seven Hills Charter Public School Human Resources Administrator at (508) 799-7500 X-1126.

Again welcome to Seven Hills Charter Public School. I look forward to working with you.

Sincerely,

Krista Piazza  
Superintendent

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# Introduction

Seven Hills Charter Public School Employee Benefits Guide is designed to provide information for School employees regarding school policies, procedures, and practices. It is intended to familiarize you with important information about the School and your own privileges and responsibilities. This is meant to serve as a guide only, and is not intended to be a contract for any purpose or duration, express or implied. This Guide is not intended to guarantee employment or any particular conditions of employment, for a fixed period of time or to restrict the right of the school, or the right of any employee, to terminate employment at-will, at any time, for any reason or no reason.

Some employees at the Schools are employed under individual contracts or letters of understanding. Where such a letter of understanding, individual employment contract, or state law is inconsistent with this guidebook, the letter, contract or law shall govern.

No one other than an officer of Seven Hills Charter Public School or the school board has the authority to make any contrary agreement, and any such agreement must be in writing and signed by such officer and the employee. The contents of this Guide supersede any prior policy guidelines or personnel manuals provided to employees.

The School reserves the right to change or discontinue policies contained in this Guide from time to time, and to interpret and apply them as it deems appropriate. All such changes, revisions, deletions, or additions must be in writing.

Not all School policies and procedures are set forth in this Guide. We have summarized only some of the more important ones.

Please read this Guide carefully, familiarize yourself with the contents and follow its provisions where they apply. If you have any questions, ask your supervisor or call the Seven Hills Charter Public School Human Resources Manager at (508) 799-7500 X-1126.

# Seven Hills Workplace

The School's ability to reach our ambitious goals, for the School and for the communities we serve, rests with our greater resource: our dedicated, talented, and highly trained staff. Without your considerable skills, integrity, and creativity, we would not be the well-respected school we are today. And so, Seven Hills pledges to be an employer guided by principles of fairness and equity.

We seek to create a workplace that reflects the goals we have for the students in our schools; goals that motivate and inspire each of us to achieve at the highest levels possible.

# Equal Employment Opportunity

Seven Hills belief in respect for the individual is the foundation for creating equal employment opportunity. All employment actions such as retirement, hiring, promotion, termination, layoffs, returns from layoffs, compensation, benefits, transfers, company-sponsored training, education, and social/recreational programs are made without regard or consideration for an individual's race, color, creed, religion, sex, sexual orientation, age, national origin, citizenship status, veteran status, mental or physical disability or marital status, as well as, an individual's membership in any other class or category protected by applicable federal, state or local law.

Seven Hills Charter Public School will not discriminate against any individual with a disability who otherwise qualifies for employment unless it would cause an undue hardship. Seven Hills Charter Public School will extend equal employment opportunity to qualified disabled persons in all areas of the employer-employee relationship. We also will provide reasonable accommodation to the known physical or mental limitations of a qualified employee or applicant. Any qualified employee or applicant with a disability who requires a reasonable accommodation in order to perform the essential functions of the job should contact the Seven Hills Charter Public School Human Resources Department and request such an accommodation.

## AT-WILL EMPLOYMENT

Unless you are covered by an individual employment agreement or a collective bargaining agreement that states otherwise, your employment with Seven Hills is at-will. This means that neither you nor Seven Hills has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Seven Hills at any time, with or without reason. Likewise, Seven Hills has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of the school.

## EMPLOYEE BENEFITS

Full-time regular employee (thirty-two hours per week or more) will receive insurance and other benefits offered by Seven Hills Charter Public School. It is understood that all such benefits, including but not limited to eligibility, coverage amounts, deductibles and carrier, are subject to modification or termination at any time at the sole discretion of Seven Hills Charter Public School or the respective insurance carriers.

The following is a brief summary of the benefits presently offered, for illustrative purposes only. It is not intended to be definitive or to be relied upon. More detailed descriptions of the benefit packages can be found in the respective Summary Plan Descriptions provided to employees during the orientation session.

- Health insurance coverage begins the first of the month after the employee has completed thirty days of employment as a full-time regular employee.
- The School provides medical, pharmaceutical and dental coverage. The plan is administered by Seven Hills Charter Public School with the cost shared by the employer and the employees. Employees contribute a percentage of the total premium paid by Seven Hills based on their level of participation.
- Life insurance/Accidental Death & Dismemberment coverage is equal to two times the employee's annual base salary, up to a maximum benefit of \$250,000. If the employee retires, reduces hours or leaves Seven Hills Charter Public School, they can take this benefit with them according to the terms outlined in the contract. There is no cost to the employee for this benefit. Dependent and spousal coverage is available at an additional cost.
- Short-Term Disability (STD) coverage is designed to assist those who need an extended leave of absence due to illness or injury, which is NON-WORK related. STD can not be used for minimal absences (i.e., colds, toothaches, etc.). STD pays up to 66 2/3% of the first \$2,000 of your pre-disability weekly earnings after 8 days of an accident or illness. There is no cost to the employee for this benefit.
- Long-Term Disability (LTD) insurance pays up to 66 2/3% of Basic Monthly Earnings (BME) after 90 days of disability, up to \$8,000 per month.
- Employee Assistance Program (EAP), UNUM contracted with Life Balance offers an employee assistance program. They offer employees assistance with a variety of issues including mental health services, personal and family assistance, financial advice, various training opportunities as well as many other services. They offer 24 hour employee support services. There is no cost for this benefit.
- 403 (b) Plan: As a participant in Seven Hills Charter Public School retirement plan, eligible employees can save for their futures conveniently and regularly. Employees are eligible to participate in the 403 (b) Plan on the first day of the month following thirty days of employment as a full time regular employee. Through automatic payroll deduction you can contribute a portion of your eligible pay on a pre-tax basis, up to the IRS annual dollar limit. You may change your deferral percentage as applicable on the first day of every month. Currently, if an employee contributes a minimum of \$1,000 per calendar year, Seven Hills Charter Public School will provide a \$500 match.

For more information concerning any benefit offered by the School, please contact the Seven Hills Charter Public School Human Resources Department.

# HOLIDAYS

The following is a list of holidays that apply to all employees at Seven Hills Charter Public School. Seven Hills Charter Public School will observe various holidays each calendar year, depending on the day of the week that certain holidays fall. Typically, Seven Hills Charter Public School will observe the following holidays each year.

HOLIDAYS  
New Year's Day  
Dr. Martin Luther King Jr. Day  
President's Day  
Patriots Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day (when falls on a weekday)  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day

Employees who are eligible will receive holiday pay provided they work the full day scheduled before and after the holiday unless it is previously scheduled and approved time off. Employees who are not eligible for holiday pay and take days before or after a holiday without prior approval or a doctor's note will not be paid for the day(s) missed and cannot use discretionary time for the time missed. These employees are contracted days employees.

Instructional employees are not eligible to take the day off before or after a holiday or scheduled school break and will not be paid for the day (s) missed. Discretionary time can not be used for this time missed without a doctor's note.

Year round employees who are eligible will receive holiday pay provided they work the full day scheduled before and after the holiday unless it is previously scheduled and approved time off. Discretionary time cannot be used for unapproved time off without a doctor's note.

Non Instructional contracted day employees are not eligible to take the day off before or after a holiday or scheduled school break unless it is previously scheduled and approved time off. Discretionary time cannot be used for unapproved time off without a doctor's note.

# VACATION

If applicable, as outlined in contract.

## VACATION CARRY OVER

All vacation time should be taken within the fiscal year it is earned. However, employees may request to carry over vacation time from one year to the next with their department head's approval. The carried-over vacation time must be taken by October 31st of the following year or it will be lost. A carry over request from the employee to his/her department head must be submitted in writing with a copy to the Business Services Manager or the Human Resources Department by May 31st or the time will be automatically forfeited. Unless a carryover request is approved, any vacation time not taken will not be carried over, will not be paid, and will be lost, unless otherwise specified in a contract agreement.

We encourage employees to schedule and take vacation time according to their departments' or school's timetable and needs. The scheduling of vacation time should be approved at least two weeks in advance by the employee's supervisor or principal.

Should an employee become ill or injured during the course of a vacation, the day scheduled as vacation will be counted as vacation. No part of the vacation may be charged to sick leave.

If an employee is absent from work on the day before vacation is scheduled to begin because of validated personal illness or injury (doctor's note is required), the employee may attempt to postpone the vacation period to a later date. In such cases, the department head or Principal will make every effort to accommodate the employee.

Upon separation from Seven Hills Charter Public School an employee with earned but unused vacation time will receive payment for the unused accrued time at his/her current rate of pay. Employees who used more vacation time than they earned at the time of termination will have to repay Seven Hills Charter Public School for the overpayment in accordance with all federal and state laws.

An employee may not waive his/her vacation time and receive pay in lieu of vacation usage except upon retirement, resignation, or termination of employment.

Rehired employees will be treated as new hires for the purpose of vacation accrual. Employees on a leave of absence will not accrue vacation time.

## DISCRETIONARY TIME (personal/sick time)

### ELIGIBILITY AND ACCRUAL

Paid personal and sick time benefits are referred to collectively as "Discretionary Time". Eligible employees earn these benefits after their first thirty (30) days of employment at Seven Hills Charter Public Schools as outlined in their contract or memorandum of hire.

### BORROWING

If an employee has used all of his/her earned Discretionary Time, the employee may borrow up to ten (10) days (i.e., eighty (80) hours) of Discretionary Time from his/her future accrual. If an employee borrows Discretionary Time, he/she will be required to repay the "loaned" time by applying future Discretionary Time accrual to the balance.

### OTHER POLICY PROVISIONS

- Discretionary Time will be rounded to the nearest half hour.
- Instructional employees are not eligible to take the day off before or after a holiday or scheduled school break and will not be paid for the day (s) missed. Non Instructional contracted day employees are not eligible to take the day off before or after a holiday or scheduled school break unless it is previously scheduled and approved time off.
- Discretionary time cannot be used for unapproved time off without a doctor's note.
- Employees do not receive cash in lieu of Discretionary time.
- If an employee is on a leave of absence for more than thirty (30) days, the employee's accrual of Discretionary Time is suspended until the employee returns to work, or as outlined in FMLA.
- In the event that earned Discretionary Time is not used by the end of the school year, employees may carry one-half of such unused time forward to the next school year. However, the total amount of an employee's Discretionary Time in his/her bank cannot exceed fifteen (15) days.

- Upon termination of employment, employees are not paid for any earned but unused Discretionary Time (assuming there is a positive balance in his/her “bank”.) If, upon termination of employment, the employee has a negative balance in his/her Discretionary Time “bank”, the employee will be required to repay the “loaned” Discretionary Time through deduction of amounts from his/her final pay.
- Though it is not required for every absence, an employee who is absent due to illness may be required to provide acceptable proof that the absence was illness-related.
- Employees who have used all available Discretionary Time and continue to remain out for any reason are classified as “absent without pay”. (If continued illness is the reason for the absence, the employee may be eligible for short-term disability benefits with proper documentation from a physician.)
- Re-hired employees will be treated as new hires for the purposes of Discretionary Time eligibility and accrual.

## BEREAVEMENT LEAVE

Except as otherwise provided in an individual employment contract or collective bargaining agreement, Seven Hills Charter Public School employees shall receive the following paid time off in the event of a death in the family:

- Death in the immediate family not to exceed five consecutive work days per incident including the day of the death and the day of the funeral. Immediate family is defined as a relative through blood, marriage, or legal adoption. This includes spouse, parent, child or grandchild, brother, or sister.
- Death in the immediate family not to exceed three consecutive work days per incident including the day of the death and the day of the funeral defined as grandparent, mother-in-law, or father-in-law.
- Death of a relative not in the immediate family (aunts, uncles, nieces, nephews, cousins) not to exceed one work day.

## MILITARY LEAVE OF ABSENCE

Employees who enter or reserve military duty in a branch of the U.S. Armed Forces will be granted an unpaid military leave for that period of time in which reemployment is protected by federal law and/or state law. Such employees will be eligible for reemployment in accordance with federal and/or state law.

## FAMILY AND MEDICAL LEAVE OF ABSENCE

### COVERAGE

The federal Family and Medical Leave Act of 1993 (FMLA) entitles employees with twelve months or more of service and 1,250 hours of work to receive up to twelve weeks of unpaid leave for the birth and care of a newborn child, adoption or foster care of a child, serious health condition of a spouse, parent or child, or for an employee’s own serious health condition which makes the employee unable to perform his/her job functions. (Note: The right to leave for a child’s birth or the adoption ends twelve months after the birth or adoption.)

### SCOPE

This policy is applicable to all requests for family and medical leaves of absence under the federal FMLA, except where such leaves are governed by the policies of the School’s client school district, or in a collective bargaining agreement.

### ELIGIBILITY

To be eligible for FMLA leave and benefits, an employee must have worked for at least 12 months and 1,250 hours during the previous 12 months and work at a location where at least 50 individuals within a 75-mile radius are employed by Seven Hills Charter Public School.

### SUBSTITUTION OF PAID LEAVE

An employee will be required to use accrued paid time off benefits such as STD, discretionary time, vacation time, etc., instead of unpaid leave, and have such paid leave counted toward the twelve-week FMLA leave entitlement .

### ADVANCE NOTICE

An employee requesting a leave pursuant to FMLA must submit a written leave request to his or her immediate supervisor at least thirty days before the date the leave is expected to begin. Seven Hills Charter Public School recognizes that unexpected emergencies can arise where it is not possible to provide thirty days' notice of the intended leave. In such situations, employees are expected to provide as much advance notice as possible.

### LEAVE ENTITLEMENT

Eligible employees may take up to twelve weeks maximum of unpaid leave over a 12-month period for one or more of the following reasons: (i) the birth and care of a newborn child; (ii) the placement of a child for adoption or foster care; (iii) the care of an immediate family member (spouse, child or parent) with a serious health condition; or (iv) a serious health condition that makes the employee unable to work. The 12-month period is a rolling 12-month period measured backwards from the date the employee uses any FMLA leave. For purposes of this policy, "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to inpatient care (e.g. an overnight stay) in a hospital, hospice, or residential medical care facility;
- any period of incapacity requiring absence from work, school, or other regular daily activities of more than three calendar days that also involves continuing treatment by a health-care provider; or
- continuing treatment by a health-care provider for a chronic serious health condition that requires periodic visits for treatment by a health-care provider, continues over an extended period of time, and may cause incapacity.
- any period of incapacity due to pregnancy or prenatal care.
- any period of permanent long-term incapacity due to a condition for which treatment may not be effective, and requiring the continuing supervision of a health-care provider.

In the event both spouses are employed at the same site, their rights under this policy will be limited to a combined leave totaling twelve weeks in any twelve-month period if the leave is taken for the birth and care of a newborn child, adoption of a child, or placement of a child for foster care.

### MEDICAL CERTIFICATION

In cases where an employee is requesting a medical leave because of the employee's own serious health condition or that of a spouse, child or parent, Seven Hills Charter Public School will require the employee to submit written medical certification, verifying the need for the leave. Seven Hills Charter Public School, at its own expense, may require the employee to receive a second opinion from a health-care provider designated and approved by Seven Hills Charter Public School. If this opinion conflicts with the first opinion, Seven Hills Charter Public School, again at its own expense, may request a third opinion from a health-care provider mutually agreed upon by both Seven Hills Charter Public School and the employee. The third opinion will be binding on both parties.

### INTERMITTENT & REDUCED SCHEDULE LEAVE

FMLA leave time may be taken intermittently (or on a reduced schedule basis) whenever the leave is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work or for an employee with a serious illness who is undergoing planned medical treatments. Intermittent leave can be granted for the birth or placement of a child if the employee and employer agree upon it. If the need for intermittent leave is based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the School or company's operations.

When an employee requests an intermittent leave or reduced-schedule leave, Seven Hills Charter Public School reserves the right to transfer the employee, where possible, temporarily to an alternate position that better accommodates recurring periods of absence. The position to which the employee is transferred will be equivalent in pay and benefits to the one that the employee held prior to the transfer.

## RETURN-TO-WORK CERTIFICATION

All employees taking medical leave to care for their own serious health condition will be required to submit a fitness-for-duty certification signed by their health-care provider before returning to work, stating that the employee is able to resume his or her position.

## STATUS OF BENEFITS WHILE ON LEAVE

While an employee is on medical or family leave pursuant to FMLA, he/she will continue to be covered under the health insurance plan in effect at the time the leave began for three months only. If an employee needs to extend their leave due to a continued disability, he or she can continue on Seven Hills Charter Public School's health plan for one additional month at Seven Hills Charter Public School employee rate. After that four month period is over, the employee will have to apply for COBRA continuation coverage. COBRA gives employees the right to continue their health coverage for eighteen (18) months, and in some cases up to thirty-six (36) months. The entire cost of the health insurance premium is paid by the employee. The employee must continue to pay whatever employee portion of the premium costs is normally required. If paid leave is used for any portion of the family or medical leave, employee premiums will be deducted from the leave payments in accordance with the practice applicable to an employee not on leave.

At the time an employee begins unpaid leave or medical leave, he/she shall receive written instructions detailing the time and manner in which the employee premiums are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions can result in the loss of insurance coverage.

An employee who fails to return to work for a least thirty calendar days following the expiration of the unpaid family or medical leave shall be required to reimburse Seven Hills Charter Public School for the portion of health-care premiums and any claims paid by Seven Hills Charter Public School during the unpaid leave unless the employee can establish that the failure to return was due to the continuation, reoccurrence or onset of a serious health condition that meets the criteria for leave under this policy or was due to other circumstances beyond the employee's control.

## RESTORATION OF POSITION AND BENEFITS

During the leave, all existing benefits will be retained. An employee on family or medical leave is not entitled to the accrual of any seniority or employment benefits (i.e., discretionary time, vacation, holidays etc.) during any period of leave except as expressly stated herein, or as stated in a collective bargaining agreement, or as otherwise provided by law.

At the conclusion of an employee's medical or family leave, the employee will be returned to the position that the employee held prior to taking the leave unless the following conditions apply:

- The total FMLA related absences from work exceed 12 weeks.
- The employee would not otherwise have been employed at the time reinstatement is requested.
- The employee cannot perform the essential functions of the job at conclusion of FMLA leave with or without reasonable accommodation.
- The employee advises the Company of his or her intent not to return to work.
- The employee fraudulently obtained leave.
- The employee is a key employee as defined under the FMLA, whose reinstatement would cause substantial and grievous economic injury to the operations of the Company.

If the employee's position is not available, the employee will be placed in a position that is equivalent in pay, conditions, and other terms of employment to the employee's prior position.

Failure to either return to work or to notify the Company of the employee's inability to return to work at the end of the medical leave under FMLA will be considered a voluntary resignation.

Restoration to work can be delayed if the employee fails to provide a fitness for duty certification to return to work if the FMLA leave was occasioned by the employee's own serious health condition.

## KEY EMPLOYEES

A key employee is a salaried, eligible employee who is among the highest paid ten percent of all employees of the Company. Under FMLA, an employer may refuse to reinstate key employees on a FMLA leave, if it determines that

the denial of reinstatement is necessary to prevent substantial and grievous economic injury to the operations of the employer.

#### **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

Special rules are applicable to “instructional employees” employed in primary and secondary schools. This term is defined by the Department of Labor to include only those employees whose principal function is to teach and instruct students, thereby excluding auxiliary personnel such as counselors, administrators, curriculum specialists who do not have teaching responsibilities, and clerical, custodial, and cafeteria employees.

An instructional employee who seeks leave that is foreseeable based on planned medical treatment may be required to make an election, if the employee would be on intermittent leave for more than twenty percent of the total number of working days in the period over which the leave would extend. The employee maybe required to choose between: (1) a leave for a period of time not to exceed the duration of the planned medical treatment, or (2) a temporary transfer to an available alternative position.

An instructional employee who begins a leave of at least three weeks duration more than five weeks before the end of a term may be required to extend the leave through the end of the academic term, if his/her return would otherwise be within a three-week period before the end of such term. If an instructional employee takes a leave of at least two weeks duration that commences during the five weeks before the end of the term, and that is for a reason other than his/her own serious health condition, and if the employee would otherwise return to work during the last two weeks of the term, the employee may be required to continue the leave through the end of the term.

If an instructional employee takes a leave of at least five working days duration that begins during the last three weeks of the term, for a reason other than his/her own serious health condition, the employee may be required to extend the leave until the end of the term.

If an instructional employee is required to extend his or her leave to the end of the school term after the employee is ready and able to return to work, the additional leave will not count toward the employee’s 12-week FMLA allowance.

#### **RESERVATION OF RIGHTS**

It is unlawful for Seven Hills Charter Public School to interfere with, restrain or deny the exercise of any right under FMLA and to discharge or discriminate against an employee for taking FMLA leave. Seven Hills Charter Public School will comply with all legal requirements for providing family and medical leave to eligible employees. To the extent to which the law permits employer discretion, Seven Hills Charter Public School hereby expressly reserves the right to modify, change, or eliminate any provision of this policy with respect to any employee or group of employees and does not intend to create a contractual commitment to any employee by issuing this policy.

#### **MISCELLANEOUS**

FMLA does not affect any state local law that provides greater family or medical leave rights. Please contact Seven Hills Charter Public School Benefits department with any questions concerning individual state laws.

Unless state law requires otherwise, FMLA leave is integrated with, not in addition to, time off due to a worker’s compensation injury or disability.

## **MATERNITY LEAVE**

Pregnancy shall be treated as any other temporary disability. Employees temporarily disabled due to pregnancy, childbirth, or a pregnancy-related condition may use their accumulated discretionary time, and any other paid leave time available to them, for absences caused by such disability. In addition, such employees may use unpaid leave for disability due to pregnancy, to a maximum as provided by the Family and Medical Leave Act of 1993 or the Massachusetts Maternity Leave Act (“MMLA”). In no event shall the total of pregnancy disability and child-care leave exceed the time as provided by the law. The 12-month period for FMLA is a rolling 12-month period measured backwards from the date the employee uses any leave.

# REASONABLE BREAKS FOR NURSING MOTHERS

A reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth; and a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

# PERSONAL LEAVE OF ABSENCE

## NON FAMILY & MEDICAL LEAVE ABSENCES

Full-time employees who are not eligible for family or medical leave may be eligible for a personal leave of absence without pay. In keeping with the Seven Hills Charter Public School design and philosophy, employees are reminded that absences and leaves may be disruptive to the educational process. The reason for the personal leave, which does not qualify as family or medical leave, should be significant enough to justify disruption of that process. Each request must be submitted to the employee's supervisor in writing. Requests will be reviewed on a case-by-case basis and the decision to approve or deny a request for a personal leave will be dependent upon the operational needs of the school/department at the time of the request. Normally a leave of up to no more than ninety days will be granted. The supervisor may make reasonable inquiry into the reason for the request and ask for documentation where appropriate. The decision to approve or deny a request for a personal leave will be made in the Company's sole discretion.

During the leave, all existing accrued benefits will be retained. An employee on a personal leave of absence is not entitled to the accrual of any seniority or employment benefits (e.g., discretionary time, vacation, holidays, etc.) during any period of leave except as expressly state herein, or as stated in a collective bargaining agreement, or as otherwise provided by law.

While an employee is on a personal leave, he/she will continue to be covered under the health insurance plan in effect at the time the leave began for one month only. If an employee would like to continue on Seven Hills Charter Public School health plan after the one month period is over, he or she will have to apply for COBRA continuation of benefits. COBRA gives employees the right to continue their health coverage for eighteen (18) months, and in some cases up to thirty-six (36) months. The entire cost of the health insurance premium is paid by the employee. The employee must continue to pay whatever employee portion of the premium costs is normally required. If paid leave is used for any portion of the personal leave, employee premiums will be deducted from the leave payments in accordance with the practice applicable to an employee not on leave.

At the time an employee begins unpaid leave, he/she will receive written instruction detailing the time and manner in which the employee premiums are to be paid. Failure to pay these premiums by the end of the grace period stated in the written instructions shall result in the loss of insurance coverage. An employee who fails to return to work following the expiration of the personal leave will be required to reimburse the School for the portion of the health-care premiums and claims paid by Seven Hills Charter Public School during the unpaid leave.

No guarantee of reinstatement can be made to an employee on a personal leave. If during the leave period the employee's position is filled or eliminated for business reasons, the employee may be eligible to reapply for any openings available at the time of return for which the employee is qualified.

# WORKERS COMPENSATION

All employees are covered by Workers' Compensation Insurance, which provides benefits and medical care for an employee who becomes disabled by a job-related injury or illness. An employee who becomes injured while at work must report the injury immediately to his/her supervisor, department head, or principal.

Failure to report an accident may impair an employee's claims for workers' compensation benefits. Claims must be submitted to the Workers' Compensation Insurance carrier as soon as possible and no later than thirty days following the date of the accident. Please contact the Seven Hills Charter Public School Human Resources Department for further information.

# SHORT-TERM DISABILITY

Short-Term Disability (STD) coverage is designed to assist those employees who need an extended leave of absence due to an illness or injury that is non-work related. STD cannot be used for minimal absences (e.g. colds, toothaches, etc.). STD benefits are paid after an employee has been out for eight consecutive business days. No STD will be paid without an appropriate note or certificate from the employee's healthcare provider.

STD is administered through the insurance carrier directly. See policy for details of benefits.

# COMPENSATION

## PAYROLL CHECKS

Employees will be paid an average of twenty-six times per year or once every two weeks, unless they are covered by an individual employment or collective bargaining agreement that provides otherwise.

No one other than the employee to whom a check is written is allowed to pick up a pay check unless prior written authorization has been given for another individual to do so.

If there is an error on your paycheck you must report it immediately to your payroll department.

An employee may elect to have his/her paycheck deposited directly to a banking institution(s). No direct-deposit transaction can be made without a completed authorization form. It is strongly recommended that an employee enroll in direct deposit to ensure access to their pay on the designated pay date. Due to the educational calendar if a pay day falls on shut down, snow closure or other such event your check will not be available for pick up until the following business day, where your direct deposit funds will be available to you that day.

## ERROR IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, for whatever reason, including but not limited to, over or underpayment, contact the Seven Hills Charter Public School payroll department immediately. The payroll department will take necessary steps to research the problem and insure that any necessary correction is made promptly. Paycheck errors of less than \$75.00 (overpayment or underpayment) will be corrected on the next regularly scheduled payroll period. Paycheck errors over \$75.00 will be handled on an individual basis depending on the circumstances.

If an employee was overpaid, the employee must report it immediately to the Seven Hills Charter Public School payroll department, and the employee will be expected to pay back the overpayment to Seven Hills Charter Public School. If overpayments are made, the employee will be required to authorize the appropriate deductions from the following paycheck or paychecks depending on the circumstances.

## JURY DUTY PAY

Regular full-time employees who are called for and report to jury duty will be paid the difference between the fees received for such jury duty and his/her regular rate of pay for a maximum of three weeks per calendar year unless otherwise provided by state or local law or collective bargaining agreement. Any non-travel allowance that an employee may receive is to be reimbursed to the school during the time the employee is receiving compensation from Seven Hills Charter Public School.

Employees who are on vacation, holiday, or any other leave at the time of jury duty will not be entitled to jury duty pay.

An employee must provide his/her supervisor, department head or principal with written notification of the jury duty obligation at least two weeks prior to the start of the service. At the end of jury duty, employees must provide certification of having served jury duty and the amount of money that was received, if any.

Instructional employees are expected to make every reasonable attempt to defer their jury duty service to a time when it will not disrupt services to students. Failing that, where available, they should attempt to serve on an “on-call” basis.

Employees must report to work when excused or dismissed from jury duty. Employees must also provide the juror’s fee slip or other appropriate evidence of service, upon their return to work.

#### COURT WITNESS PAY

Unless otherwise provided by law or collective bargaining agreement, employee shall receive up to two paid days leave per year for absences due to time spent testifying as a witness in response to a court order or subpoena. The employee must submit a copy of the court order or subpoena as proof of specific days and time spent testifying.

#### SALARY ADJUSTMENTS

Except as otherwise provided by an individual employment contract or collective bargaining agreement, salary and wages are reviewed annually and adjustments, if any, are made on a merit basis, where appropriate, based on performances as well as market and business considerations.

Salary adjustments are not automatic, and are ultimately at the discretion of the principal or the school employee’s supervisor.

#### WAGE GARNISHMENTS

Seven Hills Charter Public School would like to avoid incurring the administrative costs of garnishments and wage assignments for employees. Accordingly, Seven Hills Charter Public School encourages all employees to meet their financial obligations without involving Seven Hills Charter Public School. Nonetheless, Seven Hills Charter Public School will adhere to legally imposed wage assignments and garnishments, and will not modify the terms of those legal arrangements unless ordered to by a court. Seven Hills Charter Public School will deduct the administrative costs of complying with wage assignment and garnishment orders, to the amount allowed by statute.

## STAFFING

#### IMMIGRATION LAW COMPLIANCE

The School is required to comply fully with federal immigration laws. As a condition of employment, we will verify an employee’s identity and legal authorization to work in the United States. The employee is required to present the documents necessary for the verification process no later than three business days after employment commences. Employees who do not produce the required documents will be terminated in accordance with the Federal Immigration Control and Reform Act. If at any time during employment, an employee’s immigration status changes so that he/she is no longer authorized to work in the United States, that employee must notify Seven Hills Charter Public School’s Human Resources Department immediately.

#### PRE-EMPLOYMENT BACKGROUND INVESTIGATIONS

Pre-employment background investigations are conducted for employees hired by Seven Hills Charter Public School. Background checks provide Seven Hills Charter Public School with a portion of the information that is needed to make sound employment decisions. Background investigations help advert future problems by identifying applicants who could pose a threat to students and staff members, and hence to Seven Hills Charter Public School and its reputation.

Background checks will be conducted in accordance with federal and state laws and will include the verification of social security number, education, previous employment, military service professional licenses/certifications, residence, identity, criminal record, motor vehicle records, and character and reliability references.

An applicant’s prior criminal record will not automatically disqualify him or her from employment, but will be considered together with specific duties and responsibilities of the position, the nature of the offense, the age of the individual at the time of the offense, and the amount of time that has elapsed since the offense. It is in the legitimate interest of Seven Hills Charter Public School to protect the welfare and safety of its students and employees.

# EMPLOYMENT RECORDS

In keeping with the growing recognition of individual rights to privacy, we maintain only the records and collect only that personal information strictly necessary for organizational purposes. We make every effort to maintain the confidentiality of all personal information. However, the School will cooperate with, and provide access to personnel files to local, state, and federal agencies in accordance with applicable law.

Employees who wish to inspect their personnel file may contact their supervisor or the Human Resources Department.

It is important that your personnel records be kept up to date at all times. Please report any changes in the items listed below, to the Human Resources Department (508)799-7500 ext 1126:

- Legal name
- Home address
- Home telephone number
- Person to call in case of emergency
- Number of dependents
- Marital status
- Change of insurance beneficiary(s)
- Military or draft status
- Exemptions on your W-4 form
- Certification status
- Professional licenses

## Written Information Security Plan (WISP)

References below to “we” and “our” are references to Seven Hills Charter Public School (SHCPS).

### **I. OBJECTIVE:**

Our objective, in the development and implementation of this comprehensive written information security plan (“Plan”), is to create effective administrative, technical and physical safeguards for the protection of personal information of residents of the Commonwealth of Massachusetts, and to comply with our obligations under 201 CMR 17.00. The Plan sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information of residents of the Commonwealth of Massachusetts. For purposes of this Plan, “personal information” means a Massachusetts resident’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver’s license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident’s financial account; provided, however, that “personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

### **II. PURPOSES:**

The purpose of the Plan is to:

- (a) Ensure the security and confidentiality of personal information.
- (b) Protect against any anticipated threats or hazards to the security or integrity of such information.
- (c) Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

### **III. SCOPE:**

In formulating and implementing the Plan, we will (1) identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information; (2) assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information; (3) evaluate the sufficiency of existing policies, procedures, student information systems, and other safeguards in place to control risks; (4) design and implement a plan that puts safeguards in place to minimize those risks, consistent with the requirements of 201 CMR 17.00; and (5) regularly monitor the effectiveness of those safeguards:

### **IV. DATA SECURITY COORDINATOR:**

We have designated the Tech Lead and Business Manager to implement, supervise and maintain the Plan. That designated employee (the "Data Security Coordinator") will be responsible for:

Initial implementation of the Plan;

Training employees;

Regular testing of the Plan's safeguards;

Evaluating the ability of service providers to comply with 201 CMR 17.00 in the handling of personal information for which we are responsible, ensuring there are included in our contracts with those services providers provisions obligating them to comply with 201 CMR 17.00 in providing the contracted for services, and obtaining from such service providers written certification that such service provider has a written, comprehensive information security program that is in compliance with the provisions of 201 CMR 17.00.

Reviewing the scope of the security measures in the Plan at least annually, or whenever there is a material change in our business practices that may implicate the security or integrity of records containing personal information.

Conducting an annual training session for all owners, managers, employees and independent contractors, including temporary and contract employees who have access to personal information on the elements of the Plan. All attendees at such training sessions are required to certify their attendance at the training, and their familiarity with the firm's requirements for ensuring the protection of personal information.

### **V. INTERNAL RISKS:**

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately. To the extent that any of these measures require a phase-in period, such phase-in must be completed on or before May 1, 2009:

#### **Internal Threats**

A copy of the Plan must be distributed to each employee who shall, upon receipt of the Plan, acknowledge in writing that he/she has received a copy of the Plan.

There must be immediate retraining of employees on the detailed provisions of the Plan.

Employment contracts must be amended immediately to require all employees to comply with the provisions of the Plan, and to prohibit any nonconforming use of personal information during or after employment; with mandatory disciplinary action to be taken for violation of security provisions of the Plan (*The nature of the disciplinary measures may depend on a number of factors including the nature of the violation and the nature of the personal information affected by the violation*).

The amount of personal information collected must be limited to that amount reasonably necessary to accomplish our legitimate business purposes, or necessary to us to comply with other state or federal regulations.

- Access to records containing personal information shall be limited to those persons who are reasonably required to know such information in order to accomplish your legitimate business purpose or to enable us to comply with other state or federal regulations.

- Electronic access to user identification after multiple unsuccessful attempts to gain access must be blocked.
- All security measures shall be reviewed at least annually, or whenever there is a material change in our business practices that may reasonably implicate the security or integrity of records containing personal information. The Data Security Coordinator shall be responsible for this review and shall fully apprise management of the results of that review and any recommendations for improved security arising out of that review.

Terminated employees must return all records containing personal information, in any form, that may at the time of such termination be in the former employee's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.)

A terminated employee's physical and electronic access to personal information must be immediately blocked. Such terminated employee shall be required to surrender all keys, IDs or access codes or badges, business cards, and the like, that permit access to the firm's premises or information. Moreover, such terminated employee's remote electronic access to personal information must be disabled; his/her voicemail access, e-mail access, internet access, and passwords must be invalidated. The Data Security Coordinator shall maintain a highly secured master list of all lock combinations, passwords and keys.

Current employees' user-ID and passwords must be changed periodically.

Access to personal information shall be restricted to active users and active user accounts only.

Employees are encouraged to report any suspicious or unauthorized use of customer information.

Whenever there is an incident that requires notification under M.G.L. c. 93H, §3, there shall be an immediate mandatory post-incident review of events and actions taken, if any, with a view to determining whether any changes in our security practices are required to improve the security of personal information for which we are responsible.

Employees are prohibited from keeping open files containing personal information on their desks when they are not at their desks.

At the end of the work day, all files and other records containing personal information must be secured in a manner that is consistent with the Plan's rules for protecting the security of personal information.

Each department shall develop rules (bearing in mind the business needs of that department) that ensure that reasonable restrictions upon physical access to records containing personal information are in place, including a written procedure that sets forth the manner in which physical access to such records in that department is to be restricted; and each department must store such records and data in locked facilities, secure storage areas or locked containers.

Access to electronically stored personal information shall be electronically limited to those employees having a unique log-in ID; and re-log-in shall be required when a computer has been inactive for more than a few minutes.

Visitors' access must be restricted to one entry point for each building in which personal information is stored, and visitors shall be required to present a photo ID, sign-in and wear a plainly visible "GUEST" badge or tag. Visitors shall not be permitted to visit unescorted any area within our premises that contains personal information.

Paper or electronic records (including records stored on hard drives or other electronic media) containing personal information shall be disposed of only in a manner that complies with M.G.L. c. 93I, and conform to the Mass State Wide Records Retention Schedule.

## **VI. EXTERNAL RISKS**

To combat external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately. To the extent that any of these measures require a phase-in period, such phase-in must be completed on or before May 1, 2009:

### **External Threats**

There must be reasonably up-to-date firewall protection and operating system security patches, reasonably designed to maintain the integrity of the personal information, installed on all systems processing personal information.

There must be reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, installed on all systems processing personal information.

To the extent technically feasible, all personal information stored on laptops or other portable devices must be encrypted, as must all records and files transmitted across public networks or wirelessly, to the extent technically feasible. Encryption here means the transformation of data through the use of an algorithmic process, or an alternative method at least as secure, into a form in which meaning cannot be assigned without the use of a confidential process or key, unless further defined by regulation by the Office of Consumer Affairs and Business Regulation.

All computer systems must be monitored for unauthorized use of or access to personal information.

There must be secure user authentication protocols in place, including: (1) protocols for control of user IDs and other identifiers; (2) a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices; (3) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect; (4) restriction of access to active users and active user accounts only; and (5) blocking of access to user identification after multiple unsuccessful attempts to gain access.

- The secure access control measures in place must include assigning unique identifications plus passwords, which are not vendor-supplied default passwords, to each person with computer access to personal information.

## MEDICAL RECORDS

Confidential health and medical records are not included in your personnel file. Seven Hills will safeguard them from disclosure and will divulge that information only: (1) as allowed by law; (2) to the employee's personal physician upon written request if the employee; or (3) as required for workers' compensation cases.

## SECOND JOBS

The high standards of quality service held by the School are only possible when all employees give their very best performance. This level of performance may be difficult to maintain when an employee is working more than one job. Taking a second job, including self-employment, is unacceptable if such work may reduce your performance while on the job or create a potential conflict of interest.

## INVESTIGATION OF CURRENT EMPLOYEES

Seven Hills may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries regarding any arrest for which the employee is out on bail. In the event that a consumer report is obtained, the School will comply with federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the Schools' lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

## CONFIDENTIALITY

Information about the School, its students, employees, suppliers, and vendors is to be kept confidential and divulged only to individuals within Seven Hills Charter Public School with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor or with the Human Resources Department or Legal Department.

All records and files maintained by the School are confidential and remain the property of the School. Records and files are not to be disclosed to any outside party without the express permission of the Human Resources Department. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other account information on clients, vendors, and suppliers; inventions, programs, trade secrets, formulas,

techniques, and processes; and any other documents or information regarding Seven Hills Charter Public Schools' operations, procedures, and practices. Confidential information may not be removed from the School premises without express authorization.

Confidential information obtained during or through employment with Seven Hills may not be used by any employee for the purpose of furthering current or future outside employment or activities, or for obtaining personal gain or profit. Seven Hills Charter Public School reserves the right to avail themselves of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of Seven Hills Charter Public School confidentiality policies

## TRAINING & DEVELOPMENT

### TRAINING PROGRAMS

Employees may be required to participate in Seven Hills Charter Public School training programs in order to upgrade their job skills. Employees not attending scheduled training sessions for which they have received adequate notice will be subject to disciplinary action up to and including termination.

### EMPLOYEE PERFORMANCE EVALUATIONS

Employees of Seven Hills Charter Public School are continually evaluated and critiqued, consistent with the principles of the Seven Hills Charter Public School design. Performance evaluations are completed with the goal of improving our performance as individuals, the performance of our students and school. In most cases, formal written evaluations take place annually. (There may be exceptions under collective bargaining agreements covering some employees.) The performance appraisal system is intended to yield information that leads to individual improvement and professional development.

Success for teachers will be measured by student improvement, team performance, and teacher performance as determined by student assessments, formal observations, interviews, and teacher portfolio assessment. Evaluations for other school staff members will be made at the discretion of the Principal following the completion of a performance evaluation.

All performance evaluations will be adjusted for any time taken on leave beyond 30 days.

## Travel Policy

Board Approved: 01/08/08

### **Purpose:**

The purpose of this policy is to provide fair standards for reimbursement of travel expenses incurred by employees on School business and to reduce travel costs.

Seven Hills Charter Public School will reimburse employee travel expenses incurred in the conduct of school business provided that they are in compliance with this policy and a pre-approved purchase order for anticipated expenditures was submitted prior to travel.

### **Introduction:**

Seven Hills reimburses employees for reasonable travel expenses in the conduct of school business. This policy sets forth guidelines for reimbursable expenses.

### **Reimbursement:**

All employees who incur travel expenses must comply with the policy. Employees who submit expenses for reimbursement not in compliance with the policy risk delayed, partial or forfeited reimbursement.

EXPENSE REIMBURSEMENT MUST BE SUBMITTED WITHIN 60 DAYS OF THE END DATE OF THE TRAVEL. EXPENSES SUBMITTED AFTER THIS TIME WILL NOT BE REIMBURSED.

**Travel Arrangements:**

All air, lodging, shuttle and car rental reservations, including en-route changes, must have prior approval from the appropriate administrator (IE: Superintendent or Principal) and funding approval via an approved purchase order in place before reservations can be booked. All reservations will be booked through the business office.

**Air Travel:**

Air travel will be booked at the lowest logical fare (as described below) available at the time of booking. This may include restricted fares, non-refundable fares, or trips on discount carriers, and should be made 7 to 21 days or beyond in advance to ensure the availability of the lowest available airfare. Travelers must use e-tickets (electronic tickets) where available. Copy of the electronic ticket receipt (itinerary receipt) is required to be submitted with other travel expenses.

*The definition of Lowest Logical Airfare is:*

- Flight times are reasonable based on the required arrival time.
- All airlines, including discount carriers, were considered.
- One-Stop or connecting flights save more than \$200. Travelers may use good judgment to take a direct flight, if other expenses will be saved based on the shortened trip. For example: A direct flight is available for \$600. A connecting flight is available for \$300. The employee has a 10:00am meeting. The traveler may use good business sense to take the direct flight with the knowledge that he will avoid the previous night hotel expense, etc.
- All logical airports are considered.

All employees must fly “coach” or “economy” class. Class of service may be upgraded at the traveler’s expense.

Travelers are expected to use the most conventional method of transportation and will be reimbursed accordingly. For example, a traveler drives to a location where flying is the conventional method will be reimbursed for mileage not to exceed the cost of the advance-purchase airline ticket. The approver may decide that the unconventional transportation is not sensible (due to missed work, safety, etc.). Prior to travel, the approver and traveler must document what will be reimbursed.

The cost to change a non-refundable ticket is not reimbursable, and is the sole responsibility of the employee, unless the change is required by Seven Hills.

**Ground Travel:**

Rental Cars: Conference attendees must not rent cars, unless required under special circumstances and with administrative approval. Itemized car rental receipt is required for reimbursement. Traffic and parking fines are not reimbursable. Parking expenses related to business travel is reimbursable with a receipt.

Personal Car: Employees using personal vehicles for business travel (other than regular workday commute) will be reimbursed at the current IRS allowable rate.

Taxis: Taxis may be used for business-related travel only where a suitable and cheaper form of public transportation is not available.

- All taxi fares and tips must be documented with a receipt for reimbursement.

- Airport, hotel and other types of “shuttle” service must be used when available.

Rail Travel: Employees must use the lowest available reserved coach or second-class seat.

**Lodging:**

All hotel bookings will be made through the business office.

Travelers who stay with friends in lieu of a hotel may give a gift to their host/hostess in the form of a gift card in the amount of \$30/night for a maximum of \$150 for the entire stay. Cash gift is not allowed. This does not apply if a hotel room is still secured for a traveling party based on double occupancy.

Reimbursable hotel expenses will be for room and tax only. An itemized hotel bill is required.

The traveler is responsible to cancel a room reservation prior to the cancellation time to avoid no-show or early checkout charges. If failure of the traveler to cancel results in charges, the employee will be responsible for those charges.

**Personal Meals:**

The cost of reasonably priced meals, snacks and drinks while traveling on business are reimbursable. The maximum daily allowable amounts are outlined in the chart below. Per meal guidelines are suggestions to help employees stay within the maximum allowance and to assist employees who submit expenses for partial day travel. Employees will not be reimbursed for the expenses above the maximum daily allowance.

Location:

Baltimore, Boston, Charleston, Chicago, DC, Los Angeles, Miami, Napa, Newark, New York, Oakland, Philadelphia, San Francisco:

- Breakfast \$12
- Lunch \$18
- Dinner \$35
- Daily Total: \$65

All cities not listed above:

- Breakfast \$10
- Lunch \$13
- Dinner \$27
- Daily Total: \$50

Original receipts must be submitted for the individuals’ meal, and may not include any alcoholic beverages. In the rare instance that two or more traveling employees cannot get separate receipts all names of employees must be noted on the receipt for reimbursement.

Meal Reimbursement Guidelines:

- The IRS allows meals as a business expense only when the employee stays overnight outside the home market.
- Employees are expected to eat meals that are offered at conferences, alternate meals are not reimbursable.

## COURSE REIMBURSEMENT

Seven Hills Charter Public School encourages all its employees to further their education and has implemented a course reimbursement policy. All requests for course reimbursement should be submitted to the Business Manager in

a timely manner. Reimbursements are subject to availability of funds at the end of the fiscal year and are not guaranteed.

Any professional development paid by the school on behalf of any staff member must be completed, and if the class or program is graded, the staff member must obtain a “B” or above. If the professional development paid for by the school is not completed, or a grade of “B” or above is not maintained, then the staff member will be responsible for the reimbursement to the school for all associated costs of the program.

## EDUCATIONAL INCENTIVE POLICY

Seven Hills Charter Public School encourages all its employees to further their education and be compensated for doing so. As a result the following policy was voted on by the Board of Trustees. Upon completion of a Bachelor’s Degree and 15 additional credits, the teacher shall receive an additional compensation of \$2000. Upon completion of a Masters’ Degree, the teacher shall receive an additional compensation of \$3000. Upon completion of a Masters’ Degree and 15 additional credits, the teacher shall receive an additional compensation of \$1000. Upon completion of a Masters’ Degree and 30 additional credits, the teacher shall receive an additional compensation of \$1000. Upon completion of CAGS, the teacher shall receive an additional compensation of \$1000. Upon completion of a Doctorate Degree, a teacher shall receive an additional compensation of \$2000.

All additional compensation will take effect at the beginning of the following school year. All courses and degrees should be within the teacher’s field and be approved prior to undertaking the classes.

## BULLETIN BOARDS

Bulletin boards are reserved for the exclusive use of Seven Hills for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted by Seven Hills on the bulletin boards. Please check the boards regularly for these notices. Employees may post notices on the Schools’ bulletin boards provided they obtain advance approval from the principal.

## OPEN-DOOR POLICY/PROBLEM-SOLVING PROCESS

Seven Hills promotes a quality work environment for all employees, one that encourages a high level of individual and team contribution in support of school goals. Seven Hills believes that open communication is essential to a successful work environment, and all employees should feel free to seek answers to work related questions and raise issues of concern without fear of reprisal or retaliation.

The underlying philosophy of the schools open-door policy is to provide an effective and timely means for all employees to seek solutions to work-related questions, concerns, or problems.

If you have a concern, you can bring the issue to the attention of your immediate supervisor. If, for whatever reason, you do not feel comfortable contacting your immediate supervisor, or you are not satisfied with the response of your immediate supervisor, the issue should be brought to the attention of your supervisor’s supervisor, (see the school organizational chart), the Seven Hills Business Manager or HR Knowledge at 781-466-6533, who will assist you in resolving the issue through Seven Hills open-door policy. If you still continue to feel that your issue(s) has not been properly addressed, you are encouraged to bring your work-related question, concern or problem to the attention of Seven Hills’ personnel at successively higher level all the way up to the Board of Trustees. Issues should generally be resolved as soon as possible. You should bring any issue you have to the attention of your supervisor or Seven Hills Employee Relations Department within ten working days of the event.

## NO HARASSMENT POLICY

Harassment on the basis of race, color, creed, religion, sex, sexual orientation, age, national origin, citizenship status, veteran status, marital status, mental or physical disability, or membership in any other class or category, protected by applicable federal, state or local law is not permitted by Seven Hills and may result in discipline up to and including termination. Unlawful harassment in employment may take many different forms including, but not limited to:

- Any conduct that created a hostile work environment or that embarrasses or humiliates;
- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- Visual conduct such as derogatory posters, photographs, e-mails, cartoons, drawings, or gestures;
- Physical conduct such as assault, blocking normal movement, restraint, touching, or physical interference with work;
- Threats and demands to submit to certain non-work related actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion, and
- Retaliation for having reported harassment or discrimination, or having assisted another employee in reporting harassment or discrimination.

Any employee who feels that she/he has been the subject of harassment, whether by a co-worker, supervisor, guest, officer, agent or student of Seven Hills Charter Public School, must immediately report this action to his/her supervisor, school principal, or Business Manager.

## SEXUAL HARASSMENT POLICY

Sexual Harassment, like any other form of harassment, will not be tolerated at Seven Hills Charter Public School. Sexual harassment includes sexual overtures, either verbal or physical, which could be constructed as affecting employment, continued employment, salary, appraisal, advancement, or other employment decisions.

In addition, remarks or actions directed toward and individual on the basis of gender, which have the effect of producing an intimidating or offensive work environment for that individual or that interfere with his or her abilities to perform also are considered to be sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to, or rejection of, such conduct is used as the basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment refers to behavior that is not welcomed; that is, or would be, offensive to a person or reasonable sensitivity and sensibilities; that fails to respect the rights of another and that, therefore, unreasonably interferes with an employee's work performance and effectiveness, or creates an intimidating, hostile or offensive working environment. It makes no difference if the harassment is "just joking" or "teasing" or "playful". Such conduct may be just as offensive to an individual as any other type of harassment.

Specific forms of behavior that are considered sexual harassment include, but are not limited to, the following:

1. VERBAL
2. Explicit or implicit threats of retribution, or promises of benefits, in return for sexual favors. Abusive language related to an employee's sex, including but not limited to, sexual innuendoes, slurs, suggestive, derogatory, or insulting comments or sounds, whistling, jokes of a sexual nature or concerning specific traits, sexual propositions, and threats.
3. Use of demeaning or offensive words when referring to an individual's gender.
4. Demands for sexual favors or sexually oriented comments about an employee's body or appearance, sexual habits, sexual preference, or sexual desirability that are unwelcome and that unreasonably interfere with an employee's work performance by creating an intimidating, hostile, or offensive work environment.
5. VISUAL

6. Sexual harassment is not limited to oral comments. Abusive written language, including e-mails, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries, or obscene gestures in the workplace, which unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment also are prohibited.
7. PHYSICAL CONTACT
8. Any sexual advance involving physical contact that is not welcome, including touching, petting, pinching, coerced sexual intercourse, assault, or persistent brushing up against a person's body.

If you feel you have been the victim of sexual harassment or have witnessed an incident that made you feel uncomfortable, you must immediately call your supervisor, principal, or business manager. You may also choose to contact the following agencies:

Massachusetts Commission Against Discrimination

One Ashburn Place, 6<sup>th</sup> Floor  
 Boston, Massachusetts 02108  
 (617) 727-3990

Equal Employment Opportunity Commission

One Congress Street, 10<sup>th</sup> Floor  
 Boston, Massachusetts 02114-2023  
 (617) 565-3200

## HARASSMENT COMPLAINT PROCEDURE

You are entitled to pursue your employment free of discrimination and harassment based on race, color, creed, religion, sex, sexual orientation, age, national origin, citizenship status, veteran status, marital status, mental or physical disability, or membership in any other class or category protected by applicable federal, state or local law. If you believe you are the subject of harassment or discrimination on any basis, or if you have observed or become aware of harassment or discrimination, you are required, and have a responsibility, to immediately report the matter. Any complaints of perceived discrimination and/or harassment should be made to your immediate supervisor or school principal. The complaint should be as detailed as possible and should include the names of the individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence. If for any reason you are uncomfortable reporting the incident to your supervisor or principal, you should call Seven Hills Charter Public School Business Manager at 508-79907500 ext 1123 as soon as possible after the incident occurs.

Once a complaint is made it will be investigated in a timely manner. Investigation of a complaint usually will include conferring with the parties involved and any names or apparent witnesses. The particular facts of the allegation will be examined individually, with a focus upon the nature of the behavior, the pattern of such conduct, if any, and the context in which the incident(s) occurred.

Confidentiality will be maintained to the extent possible, consistent with Seven Hills' obligation to conduct a thorough investigation. All School employees who become involved in the investigation are to treat the matter confidentially.

Seven Hills requires and expects its employees to immediately report any incidents of perceived discrimination and/or harassment. Any employee who complains about any perceived discrimination and/or harassment or who participates in the investigation may do so without fear of retaliation. Retaliation against any employee who has filed a complaint or participated in the investigation of such a complaint is illegal and grounds for disciplinary action up to and including termination from employment.

Employees who believe they have been unjustly charged with harassment or discrimination will be afforded an opportunity to offer and present information in their defense.

Upon completion of the investigation, both the complainant and the accused will be given written notice of the results of the investigation. If it is determined that prohibited harassment or discrimination has occurred, appropriate disciplinary action will be taken, up to and including termination.

## NON-FRATERNIZATION

Seven Hills recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisory employees are not permitted to date or engage in sexual relationships with subordinate employees. Violation of this policy may result in discipline, including termination. Furthermore, coworkers are discouraged from dating or pursuing romantic or sexual relationships with each other.

## CONDUCT & ETHICS

Performance and professionalism are a part of the School's core values. Our policies regarding conduct are designed to benefit the students and communities we serve, as well as the school itself and other employees. We expect you to use common sense and reasonable judgment at all times. Misconduct and inappropriate behavior are serious matters that can jeopardize employment. Further, school employees must recognize that they are, at all times, role models for the children we serve, and should conduct themselves accordingly.

## RULES OF CONDUCT

As a Seven Hills employee, you are expected to:

- Conduct yourself in accordance with the established policies and practices of Seven Hills.
- Follow generally accepted standards of school behavior.
- Comply strictly with all applicable laws, rules, and regulations.
- When out of the school, you are expected to comply with existing policies and practices of the customer's or client's facility.

The foregoing list is not comprehensive. It is not possible to list all the types of behavior that are desirable or that are considered unacceptable in the workplace.

Noted below is a partial list of the acts of misconduct that would require immediate disciplinary action, up to and including termination. This list is not intended to limit the schools right to discipline or discharge employees for other reasons not listed here.

- Abuse or mistreatment of students.
- Misappropriation of funds or failure to handle funds in accordance with the School's guidelines.
- Theft or unauthorized use, possession, or removal of School records or property or the property of any employee, or visitor.
- Falsification of or omissions from employment records or other company or school records, including timekeeping records (e.g., timesheets)
- Unauthorized distribution, dispensation, possession, or use of intoxicating beverages or controlled substances on company premises, or reporting to work or operating company-owned vehicles or equipment while under the influence. Failure to submit reasonable-suspicion testing or conduct otherwise in violation of the Schools Drug-Free Workplace policy.
- Fighting or otherwise engaging in disorderly, threatening, or intimidating conduct in the workplace, including horseplay or other actions that endangers others.
- Using abusive or offensive language, making disparaging remarks, being discourteous or otherwise harassing, threatening, coercing, or interfering with employees, students, or visitors.
- Insubordination. Failure or refusal to follow the instructions of a department head, manager, or supervisor, including refusal to accept a job assignment or direction, or reasonable overtime, or behaving in a disrespectful manner toward a department head, manager or supervisor or in a manner which would undermine his/her authority.
- Creating or contributing to unsafe conditions by an act or by failure to act.
- Failing to comply with established safety and health rules and safe work procedures.
- Possession of a weapon on Company or School premises or while on company school business.
- Unauthorized absence from your workstation during work hours.
- Loitering, loafing, or sleeping during scheduled work hours.
- Gambling or possession of gambling devices during scheduled work hours.

- Soliciting or accepting gratuities or bribes of any nature.
- Smoking on Company or School premises in prohibited areas.
- Unauthorized possession, use, or copying of company/school records; or disclosure of proprietary or confidential information to unauthorized persons.
- Illegal conduct of any kind.
- Dishonesty.
- Excessive tardiness or absenteeism, or failure to call-in as required.
- Failure to meet performance standards and poor job performance, including unsatisfactory attitude that detracts from job performance or the efficient operation of the school.
- Refusal to fully cooperate with the Company or school in any investigation related to the workplace.
- Negligent or deliberate destruction or misuse of property belonging to the school or to any employee, or visitor.
- Improper or illegal discrimination or harassment as set forth in the No Harassment and Sexual Harassment policies.
- Failure to report a workplace injury as soon as possible.
- Misrepresentation when applying for sick leave leaves of absence, or other time off.
- Failing to clock in or sign in, punching another employee's timecard, or authorizing someone to punch an employee's timecard or sign an employee in or out.
- Inducing or assisting another employee in committing any breach of the foregoing rules or regulations.
- Violation of any Company/School rule, policy or standard.

To the extent permitted by law, certain off-premises or off-job misconduct, under appropriate circumstances and where impacting on the students, school, or workplace also may require immediate disciplinary action, up to and including termination.

## COMPUTER USE POLICY

### Purpose

The Seven Hills Charter Public School (SHCPS) District shall provide access for employees and students to the system/network for limited educational purposes. Educational purposes shall be defined as classroom activities, career and professional development, and high quality research or self discovery activities of an educational nature. The purpose of the system/network is to assist in preparing students for success in life and work by providing access to a wide range of information and the ability to communicate with others. The system/network will be used to increase communication (staff, parent, and student), enhance productivity, and assist staff in upgrading existing skills and acquiring new skills through a broader exchange of information. The system/network will also be utilized to provide information to the community, including parents, governmental agencies, and businesses. The purpose of this policy is to meet the demands of state and federal law and to provide guidelines for legal, moral and ethical use by our students and staff. Staff/Students should be aware that all rules of public record and confidentiality apply in the digital world.

### Availability

Use of this Network is a *privilege*, not a right. The superintendent and/or technology administration shall implement, monitor, and evaluate the district's system/network for instructional and administrative purposes. All users shall be required to acknowledge receipt and understanding of all administrative regulations and procedures governing use of the system and shall agree in writing to comply with such regulations and procedures. Non-compliance with applicable regulations and procedures may result in suspension or termination of user privileges and other disciplinary actions consistent with the policies of the SHCPS District. Violations of law may result in criminal prosecution as well as disciplinary action by the SHCPS District.

### Acceptable Use

The superintendent and/or technology administration shall develop and implement administrative regulations, procedures, and user agreements, consistent with the purposes and mission of the SHCPS District, as well as with law and policy governing copyright.

### **Monitored Use**

Electronic mail transmissions, including all messages and information, sent or retrieved over the Internet, are the property of the SHCPS District and shall not be considered confidential. Copies of all information created, sent, or retrieved are stored on the District's back-up files. While the District does not plan to review cache files or back-up files on a regular basis, the District reserves the right to access and monitor all messages and files on the computer system as it deems necessary and appropriate in the ordinary course of its business for purposes including, but not limited to, ensuring proper use of resources and conducting routine network maintenance. Where appropriate, communications, including text and images may be disclosed to law enforcement officials or other third parties without prior consent of the sender or receiver.

As a result all incoming and outgoing messages and attachments are subject to being accessed, reviewed, disclosed or monitored. This monitoring will be done at the sole discretion of the school's superintendent and/or the technology administration during ordinary course of business, at any time, with or without notice, notwithstanding any password.

### **Liability**

The SHCPS District shall *not* be liable for users' inappropriate use of electronic resources or violations of copyright restrictions, mistakes or negligence, or costs incurred by users. This may include such acts as downloading of pirated material. If any requests are made of SHCPS to provide information on users resulting from the above noted acts, this information will be provided. The SHCPS District shall *not* be responsible for ensuring the accuracy or usability of any information found on the system/network, nor be liable for any loss, or corruption of data resulting while using the Internet. Inclusive, Staff and Students *are responsible, and accountable* for financial damages that occur with *any* SHCPS technology equipment.

The system/network **MAY NOT** be used to:

-Create or disseminate any offensive or disruptive messages. (Including, but not limited to material which contains sexual implications, racial or ethnic slurs, or other comments that offensively address someone's age, sex, sexual orientation, religion, national origin, ancestry or disability, or to communicate improper messages or material that is defamatory, derogatory, obscene, or otherwise inappropriate.)

-Violate any law, regulation, or school policy. Staff/Student must not visit sexually explicit, offensive or otherwise inappropriate Web sites and must comply with all copyright laws. Staff must comply with the regulations stated in the school's Written Information Security Plan (WISP) in regard to protecting individuals' personal information. Users are strictly forbidden from "hacking" or from knowingly introducing electronic worms and/or viruses to the system.

-**Staff/Student** is expected to abide by the generally accepted rules of network etiquette that includes, but are not limited to, the following: Be polite, use appropriate, non-abusive language. (The staff is cautioned about and students prohibited from revealing personal addresses, credit card numbers, or phone numbers)

-**For Students**, violations of any of the above guidelines may result in: The loss of access and/or additional disciplinary action as deemed appropriate governed by Administration. In order for a student to use the school's Internet connection, the student and parent must read these guidelines and both parties will sign the agreement and the student will return it to school. Receipt of these guidelines will be acknowledged in the student handbook. Parents who do not want their child to use the Internet during school hours must notify the school principal in writing.

### **Sanctions**

- 1. Violations of the above rules will result in a temporary or permanent ban on internet/computer use.**
- 2. Your parents/caregivers will be informed.**

3. **Additional disciplinary action may be added in line with existing practice on inappropriate language or behavior.**
4. **When applicable, police or local authorities may be involved.**
5. **If necessary, external agencies such as Social Networking or Email Member sites may be contacted and informed.**

-**For Staff**, a violation of this policy may result in: Disciplinary action ranging from a verbal warning or suspension of system privileges up to discharge from employment. For both when applicable, law enforcement agencies may be involved.

### **Bullying/Cyberbullying**

**“Bullying”**, the repeated use by one or more students of a written, verbal or electronic expression or a physical act or gesture or any combination thereof, directed at a victim that:

- (i) Causes physical or emotional harm to the victim or damage to the victim’s property;
- (ii) Places the victim in reasonable fear of harm to himself or of damage to his property;
- (iii) Creates a hostile environment at school for the victim;
- (iv) Infringes on the rights of the victim at school; or
- (v) Materially and substantially disrupts the education process or the orderly operation of a school. For the purposes of this section, bullying shall include cyber-bullying.

**“Cyber-bullying”**, bullying through the use of technology or any electronic communication, which shall include, but shall not be limited to:

Any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system, including, but not limited to, electronic mail, internet communications, instant messages or facsimile communications.

Cyber-bullying shall *also* include

- (i) The creation of a web page or blog in which the creator assumes the identity of another person or;
- (ii) The knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying.

Cyber-bullying shall *also* include:

The distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons, if the distribution or posting creates any of the conditions enumerated in clauses (i) to (v), inclusive, of the definition of bullying.

Cyber-bullying takes different forms: threats and intimidation, harassment or 'cyber-stalking' (e.g. repeatedly sending unwanted texts or instant messages), vilification/defamation; exclusion or peer rejection, impersonation, unauthorized publication of private information or images, and manipulation.

Cyber-bullying, is in all essence, bullying. ANY off site or on school property evidence of cyber-bullying will involve disciplinary action set forth by SHCPS District, Technology Department, and Law Enforcement if necessary. SHCPS Parents and students have the responsibility, and are accountable for being educated in these areas, and be fully aware of its warning signs of Cyber-bullying and its consequences.

***\* There shall be a special commission to consist of 7 members: 1 of whom shall be the attorney general or a designee who shall chair the commission; 1 of whom shall be a representative of the Massachusetts District Attorneys Association; 1 of whom shall be a representative of the Massachusetts Chiefs of Police Association; 1 of whom shall be a representative of the Massachusetts Sheriffs’ Association; 1 of whom shall be a representative of the Massachusetts Association of School Committees; 1 of whom shall be a representative of the Massachusetts Association of School Superintendents; and 1 of whom shall be a representative of the Association of Independent Schools in New England who represents a Massachusetts school, for the purpose of making an investigation and study relative to bullying and cyber-bullying.***

***The commission shall review the General Laws to determine if they need to be amended in order to address bullying and cyber-bullying; provided, further, that the commission shall also investigate parental responsibility***

*and liability for bullying and cyber-bullying. The commission shall report to the general court the results of its investigation and study and its recommendations, if any, together with drafts of legislation necessary to carry out such recommendations, by filing the same with the clerks of the senate and the house of representatives who shall forward the same to the chairs of the joint committee on education, the chairs of the joint committee on the judiciary, and the chairs of the house and senate committees on ways and means on or before June 30, 2011.*

### **Social Media Use**

The term social media describes media that is posted by the user and can take many different forms. Some types of social media are forums, message boards, blogs, wikis and podcasts. Examples of Social media applications include Google, Facebook and YouTube.

The misuse of social media by any staff member at SHCPS **WILL NOT BE TOLERATED**, and will result in disciplinary action up to and including termination. SHCPS District will be in **complete** compliance with the laws applicable to the misuse of Social Media.

As an **employee of SHCPS**, you *will*, **AT ALL TIMES**:

- ✓ Refrain from disclosure of employer's confidential information
- ✓ Prohibit the use of company logos, or names, in blogs, or social media (e.g. no photos in company uniform, etc...no company details etc...)
- ✓ NOT access and use social media during working hours
- ✓ Bring *any* work-related complaints/concerns to the **HR/Business Department**
- ✓ NOT use SHCPS corporate email as a link to social media sites
- ✓ Restrict the posting of knowingly false information about another on social media
- ✓ Avoid discussing controversial topics online, remember, that anything online *IS* public
- ✓ When blogging, add a disclaimer that "the views expressed on the blog are *not* the views of our school"
- ✓ Using social media for professional recommendations is prohibited. *Only* personal recommendations may be used.
- ✓ Refrain from using social media to engage in personal relationships with current students

SHCPS has adopted and is enforcing Internet safety policies as noted above. Education is being done as required by the Children's Internet Protection Act (CIPA) as amended in the Broadband Data Improvement Act S. 1492 which includes educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

## **VOICEMAIL**

Seven Hills voicemail system and the messages stored on this system are and remain at all times the property of the School. As a result, voicemail messages are readily available to numerous persons. If, during the course of your employment, you transmit or record a message on the School's voicemail system, your messages may be subject to the investigation, search, and review of other in accordance with this policy. While Seven Hills Charter Public School respects the individual privacy of its employees, that privacy does not extend to an employee's work-related conduct or to the use of its technical resources, such as the voicemail system.

## **PAGER, TELEPHONE, AND CELL PHONE USAGE**

The use of pagers, telephones, and cell phones should not interfere with the normal course of business. Calls or contact should be limited using breaks or lunchtime for placing or accepting pages or calls. Anyone improperly using the pagers or cell phones during business hours may be subject to disciplinary action.

## INCLEMENT WEATHER AND EMERGENCY CONDITIONS

All Seven Hills' employees are expected to make a reasonable effort to report to work on inclement weather days. In the event of severe weather conditions or other emergencies the Principal may decide to close the School for the remainder of the day or prior to the beginning of a normal workday. A message will be put out on voicemail and e-mail to notify all employees when the School is closed. Unless otherwise provided for in an individual employment agreement or collective bargaining agreement no loss of pay will occur as a result of early dismissal for this reason. Likewise, if you report to work and find that your office or your school is unexpectedly closed due to an emergency, no loss of pay will occur. Any employee, who was on a previously approved leave day during a declared emergency, shall not be charged leave for the emergency period.

## ATTENDANCE & PUNCTUALITY

Request for Use of Discretionary Time forms must be submitted in advance using the online form for a determination of time available prior to being passed on to the principal for approval for use of discretionary days. All absences due to professional development must be followed up by the submission of a dissemination plan. The plan must be submitted to the principal within one week of the experience.

If you expect to be absent or delayed, you must call x2026 by 6AM on the day the absence is to occur. Communicating your absence or tardiness to a co-worker other than your department head or the principal (or his/her designee) will not be considered adequate notice.

Employees are expected to call x2026 each day they are absent (unless the employee is on approved leave of absence.) Failure to call in daily may result in disciplinary action, up to and including discharge. Employees who are absent for three or more days and have not contacted the substitute line will be considered as having abandoned their employment, and our records will reflect that the individuals have voluntarily terminated their employment with Seven Hills Charter Public School.

Employees with excessive absenteeism or tardiness cannot perform their jobs effectively. Excessive absenteeism or tardiness disrupts the operation of the office or school. Therefore, excessive absenteeism or tardiness may be cause for discipline or discharge. If you fail to call in, your absence will be considered unexcused and you will be subject to disciplinary action, up to and including termination.

## APPEARANCE

All employees represent their school and Seven Hills Charter Public School and therefore are expected to exercise good judgment in dress and appearance. This helps to create a businesslike atmosphere and reflects a positive image of you and the school. A neat appearance and personal hygiene are required. Employees are expected to follow the dress guidelines below:

### ACCEPTABLE DRESS

- Shirts with collars or banded collars
- Button down shirts
- Blouses
- Polo Shirts
- Pullover or cardigan sweaters
- Vests with shirts
- Slacks, trousers, khakis

- Skirts
- Dress shoes, ports shoes (loafers/Dockers)
- Shoes or dress sandals (NO beach shoes or flip-flops)

Please remember that all clothing must be neat and appropriate for the workplace. Clothing which may be entirely acceptable in casual settings or for social activities may be inappropriate for the office.

#### **UNACCEPTABLE DRESS (FOR MONDAY THROUGH FRIDAY)**

- T-shirts or other shirts with a printed logo, message, sports insignia, product/place insignia, etc.
- Halter tops, tube tops, cropped shirts, low-cut tops
- Lycra stretch pants, leggings, spandex pants
- Shorts or skorts of any kind.
- Sweat-clothes, jogging suits, workout clothes
- Revealing/suggestive attire
- Beachwear
- Hats/caps

These lists are not all-inclusive. Violations of these guidelines are subject to disciplinary action, up to and including termination of employment. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work dressed and groomed in an appropriate manner.

## **NO SOLICITATION/DISTRIBUTION**

### **SOLICITATION & DISTRIBUTION OF LITERATURE**

Seven Hills has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed; and
2. No employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed. As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the School.

## **CONFLICT OF INTEREST LAW FOR STATE EMPLOYEES**

This summary of the conflict of interest law, General Law Chapter 268A, is intended to help state employees understand how that law applies to them. This summary is not a substitute for legal advice, nor does it mention every aspect of the law that may apply in a particular situation. State employees can obtain free confidential advice about the conflict of interest law from the Commission’s Legal Division. State agency counsel may also provide advice.

The conflict of interest law seeks to prevent conflicts between private interests and public duties, foster integrity in public service, and promote the public’s trust and confidence in that service by placing restrictions on what state employees may do on the job, after hours, and after leaving public service, as described below. The sections referenced below are sections of G.L. c. 268A.

When the Commission determines that the conflict of interest law has been violated, it can impose a civil penalty of up to \$10,000 (\$25,000 for bribery cases) for each violation. In addition, the Commission can order the violator to

repay any economic advantage he gained by the violation, and to make restitution to injured third parties. Violations of the conflict of interest law can also be prosecuted criminally.

#### I. Are you a state employee for conflict of interest law purposes?

You do not have to be a full-time, paid state employee to be considered a state employee for conflict of interest purposes. Anyone performing services for a state agency or holding a state position, whether paid or unpaid, including full- and part-time state employees, elected officials, volunteers, and consultants, is a state employee under the conflict of interest law. An employee of a private firm can also be a state employee, if the private firm has a contract with the state and the employee is a “key employee” under the contract, meaning the state has specifically contracted for her services. The law also covers private parties who engage in impermissible dealings with state employees, such as offering bribes or illegal gifts.

#### II. On-the-job restrictions.

(a) Bribes. Asking for and taking bribes is prohibited. (See Section 2)

A bribe is anything of value corruptly received by a state employee in exchange for the employee being influenced in his official actions. Giving, offering, receiving, or asking for a bribe is illegal.

Bribes are more serious than illegal gifts because they involve corrupt intent. In other words, the state employee intends to sell his office by agreeing to do or not do some official act, and the giver intends to influence him to do so. Bribes of any value are illegal.

(b) Gifts and gratuities. Asking for or accepting a gift because of your official position, or because of something you can do or have done in your official position, is prohibited. (See Sections 3, 23(b) (2), and 26)

State employees may not accept gifts and gratuities valued at \$50 or more given to influence their official actions or because of their official position. Accepting a gift intended to reward past official action or to bring about future official action is illegal, as is giving such gifts. Accepting a gift given to you because of the state position you hold is also illegal. Meals, entertainment event tickets, golf, gift baskets, and payment of travel expenses can all be illegal gifts if given in connection with official action or position, as can anything worth \$50 or more. A number of smaller gifts together worth \$50 or more may also violate these sections.

***Example of violation:*** A highway inspector allows a pavement contractor to buy him lunch every day during a two-month road repaving project.

***Example of violation:*** An industry association provides a free day’s outing, including a barbecue lunch, golf, a cocktail hour, and a clam bake, to a group of legislators.

**Regulatory exemptions.** There are situations in which a state employee’s receipt of a gift does not present a genuine risk of a conflict of interest, and may in fact advance the public interest. The Commission has created exemptions, and is considering creating additional exemptions, permitting giving and receiving gifts in these situations. One commonly used exemption permits state employees to accept payment of travel-related expenses when doing so advances a public purpose. Other exemptions are listed on the Commission’s website.

***Example where there is no violation:*** A non-profit concerned with preventing domestic violence offers to pay the travel expenses of an assistant district attorney to a conference on prosecuting domestic violence cases. The attorney fills out a disclosure form and obtains prior approval from his appointing authority.

(c) Misuse of position. Using your official position to get something you are not entitled to, or to get someone else something they are not entitled to, is prohibited. Causing someone else to do these things is also prohibited. (See Sections 23(b) (2) and 26)

A state employee may not use her official position to get something worth \$50 or more that would not be properly available to other similarly situated individuals. Similarly, a state employee may not use her official position to get something worth \$50 or more for someone else that would not be properly available to other similarly situated individuals. Causing someone else to do these things is also prohibited.

**Example of violation:** A state employee writes a novel on work time, using her office computer, and directing her secretary to proofread the draft.

**Example of violation:** The commissioner of a state agency directs subordinates to drive her wife to and from the grocery store.

**Example of violation:** An assistant attorney general avoids a speeding ticket by asking the police officer who stops him, “Do you know who I am?” and showing his state I.D.

(d) Self-dealing and nepotism. Participating as a state employee in a matter in which you, your immediate family, your business organization, or your future employer has a financial interest is prohibited. (See Section 6)

A state employee may not participate in any particular matter in which he or a member of his immediate family (parents, children, siblings, spouse, and spouse’s parents, children, and siblings) has a financial interest. He also may not participate in any particular matter in which a prospective employer or a business organization of which he is a director, officer, trustee, or employee has a financial interest. Participation includes discussing as well as voting on a matter, and delegating a matter to someone else.

A financial interest may create a conflict of interest whether it is large or small, and positive or negative. In other words, it does not matter if a lot of money is involved or only a little. It also does not matter if you are putting money into your pocket or taking it out. If you, your immediate family, your business, or your employer have or has a financial interest in a matter, you may not participate. The financial interest must be direct and immediate or reasonably foreseeable to create a conflict. Financial interests which are remote, speculative or not sufficiently identifiable do not create conflicts.

Neither general legislation nor home rule legislation is “particular matters” for purposes of the conflict of interest law. A state employee can participate in general legislation and home rule legislation even if she has a financial interest in such legislation, but state legislators and constitutional officers must file a disclosure if the matter will substantially affect their financial interests.

**Example of violation:** The chief administrative officer of a state agency, who has a balance of 900 hours in accumulated sick leave, proposes a plan by which the agency will pay employees for accumulated sick leave.

**Example of violation:** An employee of the Massachusetts Cultural Council is also the director of a non-profit corporation dedicated to increasing art in public spaces. The non-profit applies to the Council for a grant, and the employee participates in rating the applications received for that grant.

**Example of violation:** A state employee promotes his son to a position under his supervision.

**Example where there is no violation:** Proposed legislation under consideration by the State Senate will amend the General Laws with respect to insurance coverage of ocean front property. A State Senator owns ocean front property in Cape Cod. The Senator can discuss and vote on the legislation because it is general legislation, but must file a disclosure because the legislation will substantially affect her financial interest.

A state employee whose duties do not require her to participate in a particular matter may comply with the law by simply not participating in the particular matter in which she has a financial interest. She need not give a reason for not participating.

An appointed state employee may also comply with the law by filing a written disclosure about the financial interest with his appointing authority, and seeking permission to participate notwithstanding the conflict. If a state employee's duties would require him to participate in a matter in which he has a financial interest, this is the procedure he should use. The appointing authority may grant written permission to participate if she determines that the financial interest in question is not so substantial that it is likely to affect the integrity of the employee's services to the state. Otherwise, the appointing authority will assign the matter to someone else, or do it herself. Participating without disclosing the financial interest is a violation. Elected employees cannot use the disclosure procedure because they have no appointing authority.

**Example where there is no violation:** An appointed member of a state licensing board wishes to participate in board discussions about imposing a continuing education requirement on licensees. Compliance with the proposed requirement will cost every licensee several hundred dollars per year. The board member is himself a licensee. Prior to participating in any board discussion, the member files a disclosure of his financial interest with his appointing authority, and the appointing authority gives him a written determination authorizing his participation, despite his financial interest.

(e) False claims. Presenting a false claim to your employer for a payment or benefit is prohibited, and causing someone else to do so is also prohibited. (See Sections 23(b) (4) and 26)

A state employee may not present a false or fraudulent claim to his employer for any payment or benefit worth \$50 or more, or cause another person to do so.

**Example of violation:** A state agency manager directs his secretary to fill out time sheets to show him as present at work on days when he was skiing.

(f) Appearance of conflict. Acting in a manner that would make a reasonable person think you can be improperly influenced is prohibited. (See Section 23(b) (3))

A state employee may not act in a manner that would cause a reasonable person to think that she would show favor toward someone, or that she can be improperly influenced. Section 23(b) (3) requires a state employee to consider whether her relationships and affiliations could prevent her from acting fairly and objectively when she performs her duties for the state. If she cannot be fair and objective because of a relationship or affiliation, she should not perform her duties. However, a state employee, whether elected or appointed, can avoid violating this provision by making a public disclosure of the facts. An appointed employee must make the disclosure in writing to his appointing official.

**Example where there is no violation:** A state agency employee is engaged to be married to the owner of a business. The business owner submits a response to a request for proposals from the agency. A reasonable person could conclude that the employee might favor her fiancé's response. The employee files a written disclosure with her appointing authority explaining her relationship with her fiancé prior to the meeting at which responses to the RFP will be considered. There is no violation of Section 23(b) (3).

**Example where there is no violation:** The State House of Representatives is considering legislation which will create a general law that sets a maximum limit on insurance premiums paid by obstetricians. A State Representative is married to an obstetrician who will be affected by the proposed legislation. The Representative can participate in the matter but files a disclosure of his wife's interest to eliminate any appearance of a conflict. There is no violation.

(g) Confidential information. Improperly disclosing or personally using confidential information obtained through your job is prohibited. (See Section 23(c))

State employees may not improperly disclose confidential information, or make personal use of non-public information they acquired in the course of their official duties to further their personal interests.

### III. After-hours restrictions.

(a) Taking a second paid job that conflicts with the duties of your state job is prohibited. (See Section 23(b) (1))

A state employee may not accept other paid employment if the responsibilities of the second job are incompatible with his or her state job.

**Example:** A state police trooper may not work as a paid private security guard in the area where he serves because the demands of his private employment would conflict with his duties as a trooper.

**Example:** A State Senator may not take second position counseling clients on how to receive favorable consideration in the Massachusetts Senate.

(b) Divided loyalties. Receiving pay from anyone other than the state to work on a matter involving the state is prohibited. Acting as agent or attorney for anyone other than the state in a matter involving the state is also prohibited whether or not you are paid. (See Section 4)

Because the Commonwealth is entitled to the undivided loyalty of its employees, a state employee may not be paid by other people and organizations in relation to a matter in which the state has an interest. In addition, a state employee may not act on behalf of other people and organizations or act as an attorney for other people and organizations if the state has an interest in a matter. Acting as agent includes contacting the state in person, by phone, or in writing; acting as a liaison; providing documents to the state; and serving as spokesman.

A state employee may always represent his own personal interests, even before his own state agency or board, on the same terms and conditions that would apply to other similarly situated members of the public.

State Senators and State Representatives are not subject to Section 4. However, they may personally appear before state agencies for compensation other than their legislative salaries only on ministerial matters such as filing tax returns, permit and license applications, and incorporation papers, and in state court proceedings and quasi-judicial agency proceedings.

**Example of violation:** A state employee makes inquiries to another state agency about an investigation that the second state agency is conducting of his wife.

**Example of violation:** A state advisory commission member participates in matters at his agency that affect one of his private clients, and is compensated by the client for his work on its behalf.

**Example where there is no violation:** A State Senator is contacted by a constituent who has applied for benefits to a state agency, has not received a timely determination by the agency, and cannot get his calls to the agency returned. The Senator may call the agency on the constituent's behalf to inquire about the matter. The Senator's aide may also call the agency on the constituent's behalf to inquire about the matter without violating Section 4.

While many state employees earn their livelihood in state jobs, some state employees volunteer their time to the state or receive small stipends. Others may serve in a part-time state position which permits them to have other personal or private employment during normal working hours. In recognition of the need not to unduly restrict the ability of volunteers and part-time employees to earn a living, the law is less restrictive for these "special" state employees than for other state employees.

If a state position is a “special” state position, an employee holding that position may be paid by others, act on behalf of others, and act as attorney for others with respect to matters before state agencies other than his own, provided that he has not officially participated in the matter, and the matter is not now, and has not within the past year been, under his official responsibility, and is not pending before his own state agency.

**Example:** A part-time investigator for a state agency may work on her own time privately for a party litigating a case with a different state agency, provided that she has not participated in or had responsibility for the litigated matter in her state position.

(c) Inside track. Being paid by the state, directly or indirectly, under some second arrangement in addition to your job is prohibited, unless an exemption applies. (See Section 7)

A state employee generally may not have a financial interest in a state contract, including a second state job. A state employee is also generally prohibited from having an indirect financial interest in a contract that the state has with someone else. This provision is intended to prevent state employees from having an “inside track” to further financial opportunities.

**Example of violation:** A state employee accepts paid employment with a second state agency.

**Example of violation:** A state employee buys a surplus computer from his agency.

**Example of violation:** A state employee wants to work for a non-profit that receives funding under a contract with the state. Unless she can satisfy the requirements of an exemption under Section 7, she cannot take the job.

There are numerous exemptions. Some exemptions apply only to special state employees. Specific exemptions may cover State Senators and State Representatives, teaching and related activities in state facilities, providing services to state agency clients, and other specific situations. Please call the Ethics Commission’s Legal Division for advice about a specific situation.

#### IV. After you leave state employment. (See Section 5)

(a) Forever ban. After you leave your state job, you may never work for anyone other than the state on a matter that you worked on as a state employee.

If you participated in a matter as a state employee, you cannot ever be paid to work on that same matter for anyone other than the state, nor may you act for someone else, whether paid or not. The purpose of this restriction is to bar former employees from selling to private interests their familiarity with the facts of particular matters that are of continuing concern to the state. The restriction does not prohibit former state employees from using the expertise acquired in government service in their subsequent private activities.

**Example of violation:** A former state employee works for a contractor under a contract that she helped to draft and oversees for the state.

(b) One year cooling-off period. For one year after you leave your state job you may not participate in any matter over which you had official responsibility during your last two years of public service.

Former state employees are barred for one year after they leave state employment from personally appearing before any agency of the state in connection with matters that were under their authority in their prior state positions during the two years before they left.

**Example:** A state employee negotiates a three-year contract with a company. The manager who supervised the employee, and had official responsibility for the contract but did not participate in negotiating it, leaves her job to

work for the company to which the contract was awarded. The former manager may not call or write the state in connection with the company's work on the contract for one year after leaving the state.

(c) Partners. Your partners will be subject to restrictions while you serve as a state employee and after your state service ends.

Partners of state employees and former state employees are also subject to restrictions under the conflict of interest law. If a state employee participated in a matter, or if he has official responsibility for a matter, then his partner may not act on behalf of anyone other than the state or provide services as an attorney to anyone but the state in relation to the matter.

**Example:** An architect serves on the state Architectural Access Board, and is responsible for every matter that comes before the Board. While he serves, his partners may not submit architectural plans for any clients seeking a variance from the Board.

**Example:** A former state agency general counsel joins a law firm as a partner. Her new partners cannot represent any private clients in connection with matters she litigated for the state for one year after her job with the state ended.

**Example:** A professional engineer formerly employed by a state agency joins an engineering firm organized as a partnership. His new partners cannot appear before his former agency in connection with matters that he worked on for the state for one year after his job with the state ended.

(d) Legislative and executive agents. For one year after you leave your state job you may not act as a legislative or executive agent before your former agency.

**Example of violation:** The chief of staff of a State Senator leaves his position. Three months later, he contacts his successor to lobby on behalf of a client.

\* \* \* \* \*

This summary is not intended to be legal advice and, because it is a summary, it does not mention every provision of the conflict law that may apply in a particular situation. You can find further information about how the law applies in many situations elsewhere on this website. You can also contact the Commission's Legal Division via this website, by telephone, or by letter.

Version 3: Revised October 7, 2009

## GIFTS

Advanced approval from your supervisor or principal is required before an employee may accept or solicit a gift of any kind from a customer, parent, student, supplier or vendor of Seven Hills Charter Public School. Employees are not permitted to give unauthorized gifts to customers, parents, students or suppliers, except for certain promotional items (such as t-shirts, coffee mugs, pens or key chains) imprinted with the Seven Hills Charter Public School logo or similar information.

## PUBLIC RELATIONS/STATEMENTS TO THE MEDIA

Inquiries from or statement to media and other interested parties MUST be referred to the Business Manager, Superintendent or Chairman of the Board of Trustees. Only those named people are authorized to make or approve public statements pertaining to Seven Hills Charter Public School or its operations. No employees, unless specifically designated by the principal are authorized to make those statements. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Seven Hills Charter Public School must first obtain approval from the above named people before publication.

# REPORTING OF SUSPECTED CHILD ABUSE

School employees are required by state laws to know the procedures for reporting suspected child abuse and/or neglect. State laws require that all professional people report suspected child abuse cases to the proper authorities. Failure to do so can result in prosecution.

In the event of suspected child abuse and/or neglect, you must:

1. Immediately notify the principal.
2. Document signs of suspected abuse and/or neglect.

Your failure to do so will be considered a serious disciplinary matter.

School employees should also be aware that if, in the judgment of the principal, they have engaged in abusive or inappropriate conduct directed at a student, the principal may have no choice but to report the incident to the authorities and implement and disciplinary action/penalty that may be imposed.

# DRUG-FREE WORKPLACE

Seven Hills seeks to maintain a safe workplace and learning environment by eliminating the hazards to health and safety created by alcohol and other drug abuse. Therefore, all employees and contractors are prohibited from the use, manufacture, distribution, sale and/or possession of any illegal drug, controlled substance, or alcoholic beverage during work hours (including lunch and break time), on school property or in a school vehicle. Being under the influence of any illegal drug or alcohol while performing School business, job-related duties while on School property or while operating school property (including vehicles) is prohibited.

(Note: School sponsored activities that may include the service of alcoholic beverages are not included in this provision). Any employee who violates this policy is subject to disciplinary action up to and including termination.

It is therefore forbidden to sell, offer to sell, trade, purchase, use, or possess, or to be under the influence of illegal drugs or alcohol at the School, or in any school-related activity or function. Seven Hills prohibits employees from reporting to work with any illegal drugs or alcohol at the School, or in any school-related activity or function. Seven Hills prohibits employees from reporting to work with any illegal drugs or alcohol in their systems. Employees who engage in these prohibited activities are subject to disciplinary action, including termination of employment.

However, Seven Hills Charter Public School also recognizes that addiction may be an illness. Therefore, the School will make reasonable accommodation to assist those employees who are seeking appropriate assistance to deal with their problems.

# POLICIES AGAINST WORKPLACE VIOLENCE

## STATEMENT OF POLICY

Seven Hills recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of the School employees are paramount. Therefore, the School has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the School or that occur on the School property or in the conduct of the School business off the School property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the School operations, including, but not limited to, the School personnel, contract workers, temporary employees, and anyone else on the School property or conducting School business off the School property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring the School into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

#### DEFINITIONS

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more School employees. Workplace violence may involve any threats or acts of violence occurring on School premises, regardless of the relationship between the School and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the School or that may lead to an incident of violence on School premises. Threats or acts of violence occurring off School premises that involve employees, agents, or individuals acting as a representative of the School, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of School property or another employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects Seven Hill's Charter Public School legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

#### ENFORCEMENT

Any person who engages in a threat or violent action in the School property may be removed from the premises as quickly as safety permits and may be required, at the School discretion, to remain off the School premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by Seven Hills Charter Public School employee(s), a judgment will be made by the School as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is the School policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of the School should be interpreted in a manner that prevents the making of these necessary decisions.

**IMPORTANT NOTE:** The School will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the School. In making this determination, the School may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the School.

## POLICY REGARDING VIOLENT CRIME

#### STATEMENT OF POLICY

Seven Hills recognizes the unfortunate reality that violent crimes do occur in the workplace. The potential commission of a violent crime in the workplace may threaten the safety of employees as well as guests. Therefore,

due to the School concern for the safety of its employees and guests, it is the School policy to provide guidelines to employees about the signs of incipient violence and steps to take to prevent or reduce the likelihood of violence.

#### **GUIDELINES FOR PROTECTING EMPLOYEE AND GUEST SAFETY**

Prevention is the threshold measure to protect Employee and guest safety. Accordingly, you should make a conscious effort to observe your surroundings and report any suspicious persons or activities to the police. In the unfortunate event of a holdup or robbery, you should obey all orders issued by the perpetrator. Failure to follow the perpetrator's orders jeopardizes your safety as well as the safety of guests and other employees. Therefore, remember to stay calm, move slowly, and cooperate with the perpetrator. Do not argue, fight, display a weapon, or offer any other form of resistance. To the extent possible, employees should attempt to concentrate on the perpetrator's physical features, dress, voice, automobile etc. in hope of later identification.

Once the incident is over, you should remain where you are—do not attempt to follow or catch the perpetrator. Once you are certain that the perpetrator has left the immediate area, quickly secure the area and call the police. While waiting for the police to arrive, avoid touching anything or disturbing the area. If possible, write down everything you can remember about the incident and the perpetrator. Employees are expected to cooperate fully with the enforcement authorities after the occurrence of an incident.

## **WEAPONS**

Seven Hills believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, the School prohibits all persons who enter company property from carrying a handgun, fire arm, knife, chemical or other weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by the School to carry a weapon on the property.

Any employee disregarding this policy will be subject to immediate termination.

## **USE OF EQUIPMENT**

All Seven Hills Charter Public School property—including desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles—must be used properly and maintained in good working order. Employees who lose, steal, or misuse Seven Hills' property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including termination from employment.

The School reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of the School has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee.

In addition, in order to ensure the safety and security of employees, and to protect the School legitimate business interests, the School reserves the right to question and inspect or search any employee or other individual entering onto or leaving the School premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc. These items are subject to inspection and search at any time, with or without prior notice. The School also may require employees while on the job or on the School premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc., in the presence of a representative of the School, typically a management employee of the same gender. The School will not tolerate any employee's refusal to submit to a search.

Employees are not permitted to use the School equipment for non-work purposes. Accordingly, employees have no right of privacy as to any information or file maintained in or on the School property or transmitted through the School. For purposes of inspecting, investigating, or searching employees' files or documents, the School may override any applicable passwords, codes, or locks in accordance with the best interests of the School, its employees, or its guests or visitors. All bills and other documentation related to the use of Seven Hills Charter Public School equipment or property are the property of Seven Hills and may be reviewed and used for purposes that the School considers appropriate.

Employees may access only files or documents that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of the School, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination from employment.

## USE OF STATIONARY & MAIL SERVICES

All engraved or printed stationary, envelopes, and other work materials are for the School business only. These materials may not be used for personal correspondence or non-business matters. When signing business letter on the School letterhead, the employee's name and title or position must be used.

Employees are requested not to send or receive personal mail using the School mail services. Employees will be asked to reimburse the cost of postage for non-business related materials sent through the School mail services.

## VISITORS

Friends and relatives should be asked not to visit employees during working hours. Unattended children are not allowed on the premises at any time. For safety and insurance reasons, friends, relatives and guests are not permitted in areas restricted to employees only, unless authorized by management.

## SECURITY

You should be alert at all times and should report the presence of any suspicious persons to the behavior intervention specialist, director of building and operations, principal, student support manager / community resource director or business manager. You should also maintain in your possession at all times your keys, security passes). Do not lend these items to anyone who is not authorized to possess them. Similarly, computer passwords, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have that information.

## TELEPHONES AND LONG DISTANCE CHARGES

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls, both incoming and outgoing, must be kept to a minimum and must not interfere with your duties and responsibilities or the School policies. Employees should limit their use of the School telephones for personal long-distance calls. In the event it is necessary to make a personal long-distance call, the School reserves the right to seek reimbursement from the employee for the cost. Abuse of the long-distance telephone call policy may result in discipline, up to and including termination.

## SMOKING POLICY

Employees, guests, and vendors are not permitted to smoke in the School facilities at any time. Smoking is not permitted in guest areas, the School vehicles, or in restrooms. In addition, employees are not permitted to smoke within fifty feet of any building entrance.

## HEALTH & SAFETY

The health and safety of employees and others on School property are of critical concern to Seven Hills. We strive to attain the highest possible level of safety in all activities and operations. The School also intends to comply with all health and safety laws applicable to our business.

To this end, the School must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employee should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor immediately; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the School premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible, you should immediately bring it to the attention of your supervisor or the Business Services Manager. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Business Services Manager regarding the problem.

Periodically, the School may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact your Supervisor or Human Resources Department for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

## SEPARATION OF EMPLOYMENT

Except as otherwise provided by a contract, Seven Hills Charter Public School employees are requested to provide their notice of resignation in writing to their supervisor, department head, or principal at least two weeks prior to the last day of work.

All employees are required to return keys, identification cards, uniforms, tools, security codes, computer passwords, telephone voice-mail passwords, other office equipment and/or other property of the School to their supervisor, department head or principal upon their separation from the School.

## EXIT INTERVIEWS

Any employee who separates from the School, or who transfers from one school to another, may be asked to complete an exit interview form. The interview form is used to collect feedback about employment and any other information the employee thinks the School should know. In some circumstances, an employee may be asked for an in-person exit interview or may make this request on his or her own behalf by calling the Seven Hills Charter Public School Employee Relations Department at (508)799-7500 EXT 1126. This feedback will help the School maintain successful policies and practices and focus on areas that need improvement. Additionally, exit interviews provide departing employees the opportunity to ask questions about benefit conversations and to return any Seven Hills Charter Public School property that has been issued to them.

## POST-EMPLOYMENT INQUIRIES

Seven Hills does not respond to oral requests for references or verification of past employment. In the event your employment with the School is terminated, either voluntarily or involuntarily, the Seven Hills Charter Public School Human Resources Department will be available to verify the following information:

- Job title
- Dates of employment
- Salary
- Social security number

- Home address

As an employee or supervisor of Seven Hills, do not under any circumstances respond to any request for information regarding another employee.

## REFERENCE POLICY

Seven Hills Charter Public School maintains a “name, rank and serial number” policy regarding reference request calls.

It has come to our attention that some employees have been given reference letters for colleague’s future employment. Please understand that these letters are from you only, and should contain information based on the employee’s “character”. These recommendations in no way reflect the opinion of the school and should never have reference to the employee’s performance. These letters should never be printed on school letterhead or sent via school stationary or postage. Employees are not allowed to provide professional recommendations on Social Media including but not limited to LinkedIn. Any school recommendations will be handled by the Business Office.