



EMPLOYEE HANDBOOK 2021/22

August 2021

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WELCOME TO SALEM ACADEMY CHARTER SCHOOL

Dear Faculty and Staff:

As we begin our 18th year as Salem Academy Charter School (SACS), we are prepared to “return to normal” and ready to embrace the challenges that lie ahead. Over the past year, we exceeded expectations in adapting to multiple learning models and supporting students and families along the way.

Thank you for everything you have done to sustain a positive learning environment for our students. We were proud to have achieved 100% college acceptances for the class of 2021 and enjoyed the special activities we pulled together for their graduation.

We know that transitions and growth create opportunities for change, while also bringing challenges. As we manage the school through the transition back to full in-person learning, along with leadership and staffing transitions, we will maintain our culture of REACHING to be our best, to prepare our students for college and to maintain our REACH goals for ourselves, students and families.

Responsible and accountable for our work and our choices,
Empathetic towards our students, families and fellow staff members
Assertive in stating our thoughts while respecting the views of others
Cooperative in supporting the mission and vision of SACS
Honest with ourselves and each other as we grow together

We will continue to hold our high expectations for student achievement, our commitment to rigor and excellence balanced with our foundation of valuing each student and supporting their growth and development, as well as their emotional health and safety.

Best regards,
Stephanie Callahan
Executive Director

SALEM ACADEMY CHARTER SCHOOL MISSION and PHILOSOPHY

Designed to educate the City of Salem's diverse student population, Salem Academy Charter School is an independent public school of 495 students in grades six through twelve. Through a unique integration of college preparatory classes with service to the community, Salem Academy graduates informed, articulate and proactive individuals of strong character.

Salem Academy seeks to attract a student population that represents the rich diversity of the city. Today, Salem's students collectively speak over 10 languages. Of these students, 40% are Hispanic, 11% African American, and 6% Asian, 37% white; 26% speak English as a second language. Salem Academy is a school-wide Title I school with 50% low income students; 18% of our students are receiving special education services; 51.9% of our students are considered high needs.

The school increases student achievement by providing a research-based education model that accounts for the student population's diversity of socioeconomic levels, cultures, backgrounds, English proficiency, academic achievement, and interests.

Philosophy:

Salem Academy Charter School's educational model is grounded in research and integrates rigorous standards-based academic learning with service work to the community in order to prepare students to be successful in college. Standards-based education provides the academic structure and accountability to ensure that students have the skills and knowledge that they need to be successful. The school sets clear and high expectations for students and is able to monitor student progress toward those goals. The school understands clearly student needs and can respond to them.

Service learning provides an opportunity for students to apply their academic learning to real-life contexts providing service to the community at the same time. Research has shown that student participants in service learning programs demonstrate improved academic achievement, improved ability to engage in higher-order thinking (problem-solving, analyzing, inferring), better attendance rates, increased sense of belonging to their schools, and higher levels of motivation to learn. Through our REACH norms students learn about Responsibility, Empathy, Assertiveness, Cooperation and Honesty.

Academic Program:

Salem Academy uses a standards-based approach to the development of its academic program. The school sets high expectations, derived from the mission and the Massachusetts Curriculum Frameworks standards. These expectations drive the curriculum. All of the planning is guided by the question "What do Salem Academy students need to know and be able to do in order to graduate as informed, articulate, and proactive students of strong character, who are ready to enter and succeed in college?" The planning process starts with the three learning goals embodied in the school's mission statement - all students will graduate informed, articulate, and proactive -- and works backward to daily lesson objectives. Throughout the process, teachers define learning outcomes (Exit Standards, Benchmarks, Learning Objectives), assessments (or

evidence of proficiency), and the curriculum (resources and activities), which will promote learning.

INTRODUCTION and PURPOSE OF THIS HANDBOOK

The contents of this handbook and the policies and procedures described in it are presented as a matter of information and to provide guidelines for employees of Salem Academy Charter School. (also referred to as SACS or The School). **This handbook is not intended as a contract of employment and does not make any promises or guarantees.**

Personnel policies, procedures, and benefits by their nature are constantly under review as they are affected by changes in applicable law, regulations, economic conditions and the way in which the School operates. The School Board of Trustees necessarily reserves the right to modify, revoke, suspend, terminate or change any and all policies, procedures and benefits set forth herein as it sees fit, with or without notice at any time. **In addition, the School Board of Trustees reserves the right not to apply any particular policy or procedure set forth herein in a given situation if, in its discretion, it should determine that it would better serve the interests of the school or the student body.**

If any policy in this handbook is inconsistent with applicable federal/state law or benefit plan document, the law or plan document shall prevail. Questions with regard to any content of this handbook should be referred to the Executive Director.

EMPLOYMENT AT WILL

All employment with the School is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by you or the School. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at will. No administrator, manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specific period of time or to make an agreement for employment other than at-will. Only the Executive Director has the authority to make any such agreement and then only in writing.

WORK AUTHORIZATION

All newly hired employees must complete an “Employment Eligibility Verification” form [Form I-9] to ensure that they are authorized to work in the United States. All offers of employment are contingent on satisfying this requirement within three business days of the first day of employment.

Failure to complete Form I-9, or to provide acceptable documentation verifying your identity and authorization to work in the United States will result in immediate termination of employment in accordance with federal law.

EQUAL EMPLOYMENT OPPORTUNITY

The School provides equal employment opportunities for all current and prospective employees. It is the policy of the School, in accordance with all applicable laws, to recruit, hire, train, promote, and provide terms, conditions and privileges of employment to persons of all job titles without regard to race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity/expression, pregnancy, marital status, age, genetic information, military service or application/obligation for military service, disability, status as a qualified disabled individual, special disabled veteran, Vietnam era veteran or other veteran and/or any other protected status.

All personnel decisions are made in a nondiscriminatory manner. This policy requires the understanding as well as cooperation of all employees. It is the responsibility of all employees to work together to promote equitable employment conditions for everyone. Any employee who engages in an unlawful discriminatory practice will be subject to disciplinary action, up to and including termination of employment.

ACCOMMODATING PERSONS WITH DISABILITIES

The School is committed to complying with the Americans with Disabilities Act and applicable federal, state and local laws prohibiting discrimination in employment against qualified individuals with disabilities. The School will endeavor to provide reasonable accommodations requested by all employees with disabilities who are otherwise able to perform the essential functions of their job. An employee seeking an accommodation should contact the Executive Director.

A reasonable accommodation may include any action which enables a qualified individual with a disability to perform the essential functions of his or her position but which does not result in an undue hardship to the School or pose a threat to the health and safety of the employee, coworkers or students. The School will engage in an interactive process with the employee and determine the feasibility of the requested accommodation, considering various factors, including but not limited to, the nature and cost of the accommodation, the availability of outside resources, the overall financial resources of the School and the accommodation's impact on the operation of the school.

The School may require that the individual requesting the accommodation provide adequate medical certification and a job related functional assessment. It may, under certain circumstances, request and finance an independent medical examination. Also, in some instances, the School may not approve the accommodation requested by the employee but may provide an alternate accommodation.

EMPLOYEE STATUS and JOB CLASSIFICATIONS

All jobs are classified as either exempt or non-exempt in accordance with the Fair Labor Standard Act (FLSA). Employees are compensated on either a salary or hourly basis in accordance with the job classification:

Hourly, non-exempt [paid for actual hours worked; and overtime beyond 40 hrs. /week]

Salaried, non-exempt [paid a regular salary plus overtime beyond 40 hrs. /week]

Salaried, exempt [paid a regular salary; and exempt from overtime payment]

Employee status is classified as *Regular Year Round Full-Time*, *Regular Year Round Part-Time*, *Regular School Year Full-Time*, *Regular School Year Part-Time*, or *Temporary* defined as:

“Regular Year Round Full-Time” Employees - regularly work a 30-hour workweek, year round, in a regularly established position.

“Regular Year Round Part-Time” Employees - regularly work less than 30 hours each week, year round, in a regularly established position.

“Regular School Year Full-Time” Employees - regularly work a 30-hour workweek, *only during the school year*, in a regularly established position.

“Regular School Year Part-Time” Employees - regularly work less than 30 hours each week, *only during the school year*, in a regularly established position; or who instruct 10 or fewer classes per week.

“Temporary” (Full- or Part Time) Employees - are those hired for a specified period of time, (typically not to exceed two academic trimesters or six consecutive months; although the temporary assignment may be longer or extended).

“Per Diem” Employees – are those called to work on a daily basis as needed (substitute teachers).

PERFORMANCE FEEDBACK

During the first few months of employment the School will strive to closely evaluate performance in several areas including but not limited to: the ability to perform the essential functions of the job (with or without reasonable accommodation), work performance versus expectations, working relationships with co-workers and attendance/punctuality. During this time, employees should assess whether employment with the School is the right career situation for them.

A conversation will typically be scheduled during this time to discuss performance and to consider whether employment should continue. If employment continues, performance feedback and goal setting conversations may be conducted on a scheduled basis thereafter. Performance feedback conversations may be conducted more frequently to monitor progress on skill development and goal attainment or as you request it. The purpose of these conversations is to provide an opportunity to discuss job performance, expectations, to set job performance goals, to measure progress in skill development and goal attainment. Performance feedback and goal setting conversations are not necessarily accompanied by a salary adjustment.

TEACHER PERFORMANCE EVALUATION

SACS follows the MA DESE evaluation cycle. The Principals are responsible for communication of expectations to teachers. All teacher evaluation materials are stored in TeachPoint. If a teacher disagrees with their evaluation results they may write a response that is stored in TeachPoint.

The 5-Step Cycle is the heart of MA's educator evaluation framework. It positions educators as the drivers of their evaluations by prioritizing self-reflection and goal setting. Being cyclical reiterates that, like students, educators should have continuous opportunities to learn and grow as professionals.

The goal of the 5-Step Cycle of evaluation is to provide educators with a continuous opportunity for professional growth and development through self-directed analysis and reflection, planning, action steps, and collaboration. Regular, constructive feedback from the evaluator, coupled with opportunities to reflect on and improve practice, drive the cycle from beginning to end. This is the nature of continuous improvement. The five components of the evaluation cycle are: self-assessment; goal setting and educator plan development; plan implementation and evidence collection; formative assessment/evaluation; and summative evaluation.

INSTRUCTIONAL DEVELOPMENT PLAN (IDP TRAINING)

Before each academic year, Academic Supervisors meet with all their direct reports to set goals for the year ahead. These goals may be academic, behavioral, social support for students as well as individual professional goals. All faculty will participate in the IDP meetings designed to continually improve the quality of instruction at Salem Academy. The plan is structured to aid teachers and support staff in learning through collaboration and through independent work. Before the beginning of each academic year, the Principal meets with each teacher to set goals for instructional improvement. These goals focus on both individual and school-wide priorities. All goals aim to increase student academic achievement and are informed by data collected and analyzed by the school. Salem Academy insists that all teachers work toward mastery of the school's instructional standards. Therefore, improvement objectives must include specific and measurable goals for advancement in these areas.

Direct Supervisors monitor progress toward goals during observations of faculty, through team meetings and through teacher portfolios, which includes teacher evidence in TeachPoint..

HOURS OF WORK and OVERTIME

The School establishes employee work schedules which best accommodate our business and customer needs. Our payroll system defines that a workweek starts Sunday at 12:00 a.m. and ends on Saturday at midnight. The starting and ending times of the work day, as well as lunch and break times, will be determined by your supervisor and may be changed to meet changing conditions of operation.

Non-exempt employees working more than forty (40) hours in a week (Sunday through Saturday) will be paid overtime at one and one-half times their base rate for hours worked in excess of forty (40) per week. Absences and other time not worked, whether paid or unpaid, are not included as time worked for overtime purposes. Employees may be expected to work overtime as the job requires.

All employees working a full 8 hour shift receive a 30 minute paid break. Your manager will schedule the times for these breaks.

WORKING ADDITIONAL ASSIGNMENTS

Additional assignments, which further the mission of the school, may be offered with payment of a stipend. These assignments are not guaranteed from year to year. Supervisors manage the additional functions and work with the principals to ensure that all school policies are followed.

COMPENSATION AND PAYCHECKS

Paychecks are issued bi-weekly on Friday for the pay period that ends on the previous Saturday. There are generally 26-pay periods in each calendar year. You may arrange for direct deposit of your paycheck through the business office.

TRAVEL REIMBURSEMENT

SACS provides travel reimbursement for any travel that is taken for approved trips and for professional development.. The school reimbursement will be at the federal reimbursement rate. Employees must show evidence of distance and date travelled as well as having completed the PD.

RECORD OF TIME WORKED & TIME OFF

All employees are required to record paid time off and absences in accordance with payroll processes. Non-exempt employees are required by law to record actual hours worked. You are responsible for attesting to hours worked as well break times. Exempt employees are required to note any exceptions to their work schedule (e.g., the use of vacation, sick, bereavement pay, etc.) in accordance with payroll processing procedures.

Employees should regularly review their paycheck for accuracy and notify the Director of Operations of any discrepancies. The School reserves the right to correct for payroll errors. If possible such corrections will be made prior to paychecks being issued. For errors discovered after paychecks have been issued deductions may be made from future paychecks. When possible, such corrections will be reviewed with you prior to implementation.

Falsification or willful misrepresentation of time worked by any employee will result in disciplinary action, up to and including termination. Supervisors must approve time and attendance by noon on the Monday before payroll.

DEDUCTIONS FROM SALARIES OF EXEMPT EMPLOYEES

It is the policy of the School to fully comply with the Fair Labor Standards Act. In keeping with this commitment, we will pay exempt employees their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full day deductions from pay that are permitted by law include, for example, deductions for sick days before or after eligibility for paid sick leave, or deductions for infractions of written workplace conduct rules. Full or partial day deductions may be made from the salaries of exempt employees for infractions of safety rules of major significance or payment of actual time worked in the first and last weeks of employment.

COMPLAINTS ABOUT DEDUCTIONS

Making improper deductions from the wages of employees is strictly prohibited. Despite the School's best efforts to prevent improper deductions, it is possible that mistakes may be made. If you believe that a deduction has been taken improperly from your paycheck, immediately report your complaint or concern to the Director of Operations. Every effort will be made to investigate and resolve complaints promptly.

If the School determines that a deduction was taken improperly, the School will reimburse you for the improper deduction. All employees may file complaints or raise concerns regarding deductions from wages without fear of reprisal.

PERSONNEL RECORDS

The School is responsible for maintaining official personnel records for all employees. Personnel records are considered confidential and access to such records is limited to individuals having an authorized, business-related "need-to-know". You may request to examine your personnel file by contacting the Director of Operations. Personnel records are the property of the School and may not be removed from the office. You may request a copy of your personnel record in writing.

CHANGES IN PERSONAL STATUS

It is important that the School has current information regarding your contact information and status. Changes in personal status (e.g., name, marital status, number of dependents, emergency contacts, residence) will need to be entered in www.EmployeeNavigator.com. The employee is responsible for entering changes into this system, the updated information will be disseminated to all appropriate departments. Please see the Director of Operations with any questions.

2021/2022 PAY SCHEDULE

Employees are paid every other Friday. There are 26 pay periods per year. Benefit contributions are not withheld from 2 pay periods, as indicated with a yellow highlight.

Pay Period	Pay Date
6/27/21 thru 7/10/21	7/16/21
7/11/21 thru 7/24/21	7/30/21
7/25/21 thru 8/7/21	8/13/21
8/8/21 thru 8/21/21	8/27/21
8/22/21 thru 9/4/21	9/10/21

9/5/21 thru 9/18/21	9/24/21
9/19/21 thru 10/2/21	10/8/21
10/3/21 thru 10/16/21	10/22/21
10/17/21 thru 10/30/21	11/5/21
10/31/21 thru 11/13/21	11/19/21
11/14/21 thru 11/27/21	12/3/21
11/28/21 thru 12/11/21	12/17/21
12/12/21 thru 12/25/21	12/30/21
12/25/21 thru 1/8/22	1/14/22
1/9/22 thru 1/22/22	1/28/22
1/23/22 thru 2/5/22	2/11/22
2/6/21 thru 2/19/22	2/25/22
2/20/22 thru 3/5/22	3/11/22
3/6/21 thru 3/19/22	3/25/22
3/20/22 thru 4/2/22	4/8/22
4/2/22 thru 4/16/22	4/22/22
4/17/22 thru 4/30/22	5/6/22
5/1/22 thru 5/14/22	5/20/22
5/15/22 thru 5/28/22	6/3/22
5/29/22 thru 6/11/22	6/17/22
6/12/22 thru 6/25/22	7/1/22
6/26/22 thru 7/9/21	7/15/22
7/10/22 thru 7/23/22	7/29/22

BENEFITS

The School's Health and Welfare Benefits Plan Year runs from July 1, 2021 – June 30, 2022.

The following information is intended to provide you with an overview of the School sponsored benefits. Detailed information regarding plan benefits (e.g., rights, responsibilities, exclusions) is available from the Director of Operations and/or the actual plan providers. Any inconsistencies between the terms of coverage as described in this handbook and the actual plan provisions will be resolved in favor of the plan provisions. Unless otherwise specified, the **following benefits are available to regular employees as defined under the “Employee Classifications” section of this handbook who work a minimum of 30 hours/week.** Benefit coverage, carriers, eligibility and cost sharing are periodically reviewed and may be changed at any time at the discretion of the School. See our current **Summary of Benefits** for eligibility and employee contribution information.

OPEN ENROLLMENT

Open Enrollment is held prior to the beginning of each new benefit plan year. Absent a qualifying event, it is only during this enrollment period that you are able to add or change your benefit elections.

QUALIFYING EVENT

If you experience a “qualifying event” during a benefit plan year, you may have the opportunity to make changes to your benefit coverage at a time other than Open Enrollment. Examples of a qualifying event include: marriage, divorce, birth, adoption of a child, loss of student status or dependent child status, termination or commencement of employment of a spouse, death of a spouse, or a change in employment status making you eligible for coverage.

NOTE: Coverage changes must be made within thirty (30) days of the qualifying event, otherwise, you must wait until the next Open Enrollment period. You are responsible for personally notifying the Director of Operations when experiencing a qualifying event.

HEALTH INSURANCE

Health insurance is available to regular employees working a minimum of 30 hours per week on the first day of employment. See our separate document **Summary of Benefits** for current employee contribution rates.

FLEXIBLE SPENDING ACCOUNTS (FSA's)

Healthcare and Dependent Care FSA's are available upon hire to all regular employees working 30 hours. You are not required to participate in a medical plan in order to participate in the Healthcare FSA.

See our separate document **Summary of Benefits** for additional information.

VISION INSURANCE

Vision insurance is available to regular employees working a minimum of 30 hours per week on the first day of employment. See our separate document **Summary of Benefits** for current employee contribution rates.

DENTAL INSURANCE

Dental insurance is available to regular employees working a minimum of 30 hours per week on the first day of employment. See our separate document **Summary of Benefits** for current employee contribution rates.

MET LAW

All full-time and part-time benefitted employees are eligible for the group legal plan offered through MetLife. MetLaw is a voluntary benefit that provides an employee, their spouse, and dependents with legal counsel for a monthly fee.

PET PLAN

Pet Plan offers Pet Insurance plans, discounts are given to Salem Academy employees.

LIFE and ACCIDENTAL DEATH INSURANCE

The School currently provides Group Term Life Insurance for regular full-time employees working a minimum of 30 hours per week. Coverage is available on the first day of employment. Accidental Death and Dismemberment Insurance (AD&D) is included in the basic Group Life Insurance policy. See our current **Summary of Benefits** for employee contribution information.

LONG TERM (LTD) DISABILITY INSURANCE

Salem Academy provides long-term disability (LTD) to regular full-time, full-year and school-year employees working a minimum of 30 hours per week after completing 30 days of employment.

Eligible employees may participate in this plan subject to all terms and conditions of the agreement between Salem Academy and the insurance carrier.

Details of these benefits plans including benefit amounts, when they are payable, and limitations, restrictions, and other exclusions are described in the Summary Plan Description.

LTD leave will run concurrently with Family Medical Leave (FMLA).

Contact the Director of Operations for more information about long term disability benefits.

ADD MA PFML POLICIES

TEACHER'S RETIREMENT BENEFIT

All instructional staff members are required to participate in the Mass Teachers Retirement System (MTRS) or the Social Security Retirement System (SSRS) upon hire. Effective July 11, 2001 all new teachers are required to participate in RetirementPlus and contribute 11% to the MTRS. Teachers hired before July 11 of 2001 may contribute 9% or 9% plus 2% of salary over \$30,000. For more information about RetirementPlus, employees can contact the MTRS website at <https://mtrs.state.ma.us/>

Note: Unlike district schools in Massachusetts where teachers are municipal employees, charter school teachers are employees of the school and therefore not entitled to retirement health insurance benefits typically provided to municipal employees, including teachers..

403b RETIREMENT PLAN

Salem Academy offers a voluntary 403b retirement plan to employees who would like to defer a percentage of their paycheck to a retirement account. Flatiron Financial Group and American Funds work with participating employees to work to manage retirement savings. Salem Academy Charter School does not match employee contributions.

LICENSURE ASSISTANCE

Subject to the availability of funds in any given fiscal year, the School may provide reimbursement to regular employees working 30 hours per week for pre-approved programs in education and licenses. See the Executive Director for details.

TUITION REIMBURSEMENT

Employees who have been employed for a minimum of one year on a regular full-time basis may apply for tuition reimbursement up to \$500.00 per fiscal year for **job related accredited courses**. In general, these courses must:

- (a) Be job related; that is they will tend to improve your performance in your current job, and/or
- (b) Help to prepare you for foreseeable future assignments with SACS for which you might reasonably be expected to qualify, and
- (c) Be approved by the Head Of School and the Executive Director

Approval will also be subject to funds availability. Reimbursed will be awarded upon satisfactory completion of the course and a minimum grade of "B" or "Pass".

1. Employees will submit a reimbursement request, signed by their supervisor, with the Head of School. This request should be submitted before the course begins.
2. When a transcript or grades showing a B grade or better, is officially available, the employee returns the transcript, the proof of payment and the request for reimbursement.
3. When all is in order, the reimbursement will be issued

All other costs, such as the cost of textbooks, materials, examination fees, or transportation will not be reimbursed.

BUSINESS TRAVEL EXPENSE REIMBURSEMENT

Salem Academy will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The Executive Director must approve all business travel in advance. When approved or required, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by Salem Academy. Employees are expected to limit expenses to the pre-approved amounts. When travel is completed, employees should submit completed travel expense reports to the Director of Operations within 30 days. Receipts for all individual expenses should accompany reports.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by Salem Academy may not be used for personal use at any time. The Executive Director reserves the right to make an exception if deemed necessary.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

UNEMPLOYMENT INSURANCE

The School, through periodic assessments of total payroll, finances both federal and state unemployment funds. Although you do not contribute to unemployment, you may be eligible for benefits under these programs in the event of layoff or termination. Eligibility for payment of benefits is a determination made solely by the state department of unemployment.

WORKER'S COMPENSATION INSURANCE

As mandated by state law, all the School employees are covered by Workers' Compensation insurance in the event of work related injury or illness. All injuries sustained during the performance of duties, no matter how minor, must be reported immediately to your supervisor and/or the Director of Operations. You or your supervisor must complete an "Accident/Injury Report" and forward it to the Director of Operations within 24-hours of an injury. If treatment is sought, the attending medical staff must be informed that it is a work-related injury.

If the insurance carrier approves a workers' compensation claim, you will be paid for related absences directly by the insurance carrier. If you are on an approved workers' compensation claim and deemed unable to work, you will be placed on a medical leave of absence. If you are receiving Workers Compensation, you are not required to, but may choose to, supplement these insurance benefits with accrued and available paid time, subject to the School's policies with respect to use of that paid time.

COBRA

In accordance with the Consolidated Omnibus Reconciliation Act of 1986 (COBRA), if you are participating in the School's health and/or dental insurance plan(s) and lose coverage (for reasons other than gross misconduct), you and your covered dependents may elect to continue your insurance coverage under the School's plan beyond your scheduled termination of benefits date. If electing to continue insurance coverage under COBRA, your coverage costs will equal 102% of the group insurance premium.

ACA POLICY

(Applicable to Part-time, Per Diem and Variable hour employees not otherwise eligible for paid time off)

Salem Academy Charter School
Health Insurance Plan Eligibility

Effective July 1, 2021

Look-Back Measurement Period: September 1 – July 31*

Administrative Period: August 1 – August 31

Stability Period: September 1 – August 31

Regular employees working 30 hours per week are eligible for Medical Coverage as of July 1 each plan year.

Part-time and variable hour employees:

The look-back measurement method applies to "variable hour", "per diem" and "part-time" employees. An employee is a variable hour employee if, based on the facts and circumstances at the employee's start date, it cannot be determined whether the employee is reasonably expected to be employed on average at least 30 hours per week during the initial measurement period because that employee's hours are variable or otherwise uncertain. An employee is a part-time employee if, at the employee's start date, the School reasonably expects the employee to average less than 30 hours of service per week during the initial measurement period (defined below).

For purposes of the Medical Coverage benefit, you are considered to be a "full time" employee if you are a common law employee of the School and you work, on average, at least 30 hours per week during the measurement period preceding September 1.

Upon hire, your ***initial measurement period*** is the eleven months beginning on the first day of the first payroll period starting on or after your date of hire. The initial measurement period is immediately followed by an administrative period of *one month*.

The administrative period is then immediately followed by an ***initial stability period*** during which you will, or will not, be considered a full-time employee of the School, as follows:

- If you averaged at least 30 hours of service per week during the initial measurement period, you will be considered to be a full-time employee during a “stability period” beginning immediately after the initial measurement period (plus any administrative period) of twelve months.
- If you averaged less than 30 hours of service per week during the initial measurement period, you will not be considered a full-time employee during the initial stability period until the *standard measurement period* (defined below) ends.

If a new variable hour or new part-time employee moves to a regular full-time position during the initial measurement period, the employee will be treated as a full-time employee as of the 61st day following the change of status to a full-time regular employee.

Ongoing – the *Standard Measurement Period*:

Once employed by Salem Academy Charter School for at least one full standard measurement period, you are considered to be an ongoing employee vs. a new hire. The School’s **standard measurement period*** *begins each year on (the first day of the payroll period that is payable on the first payday in September) and ends on (the last day of the pay period that is payable on the 24th subsequent pay day [these 24 pay periods constitute the standard measurement period]). [Note: Because hours worked are tracked through the bi-weekly payroll system, the measurement period will be coordinated with the bi-weekly payroll periods, so that a measurement period does not end in the middle of a payroll period.]*

The standard measurement period is followed by an administrative period of *one month from August 1 – August 31*. The administrative period is then followed by a stability period during which part-time or variable hour employees are or are not considered to be “full time”, as follows:

- If you averaged at least 30 hours per week during the standard measurement period, you will be considered full-time during the stability period of *September 1 – August 31 and eligible for medical coverage during this period.*
- If you averaged less than 30 hours per week during the standard measurement period, you will not be considered full-time during the stability period of *September 1 – August 31 and will not be eligible for coverage during this period.*

Employees Terminated and Rehired

If you terminate employment with the School and are rehired, you will be treated as a new hire only if the period between the termination and rehire exceeds the lesser of:

- 13 consecutive weeks, or
- A period of no less than four weeks and at least as long as your period of employment prior to termination.

Unpaid Leaves of Absence

Unpaid FMLA, jury duty and USERRA leave are excluded in determining an employee’s average hours during a measurement period.

TIME OFF

You will be required to use all available paid time off prior to unpaid time off during any absence, with the exception of witness duty, maternity and worker’s compensation leave and other extraordinary circumstances pre-approved by the Executive Director.

PERSONAL TIME

Regular employees (Full-year and School-year employees) are awarded 96 hours of paid time off (PTO) on the first day of employment. Regular part-time employees' personal time is pro-rated based on the number of hours worked. PTO may be used at your discretion, prior to the end of the agreement period, in increments as low as two hours.

In the event that an employee exceeds their PTO, the employee will be using unpaid time off, the number of hours missed will be deducted from the coinciding payroll.

In the event that available PTO is not used by the end of the contract period, you will be entitled to carry over a maximum of 96 hours of PTO (12 days) from one agreement year to the next; this bank of days may not exceed 128 hours (16 days). Banked PTO may be used only for the following reasons:

- ◆ Birth of a child, or to care for a newly born child;
- ◆ Placement of a child with the employee for adoption or foster care;
- ◆ To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition;
- ◆ Because of your own serious health condition that makes you unable to perform your job;
- ◆ To care for a Covered Service member with a serious injury or illness related to certain types of military service; or,
- ◆ To handle certain qualifying exigencies arising out of the fact that your spouse, son, daughter, or parent is on covered active duty or call to covered activity duty status in the Uniformed Services.

PTO balances as of the end of the agreement period in excess of 128 hours will be lost. Unused PTO will not be paid upon separation of employment.

VACATION TIME

Regular employees (Full-year and School-year employees) are awarded paid vacation on the first day of employment as outlined in their annual offer letter.

Employee Status	Total # of Weeks Vacation	To be Taken
Instructional Staff	<ul style="list-style-type: none">● Winter Break● Summer Break	<ul style="list-style-type: none">● Per calendar

Non-Instructional Staff	3 + Winter Break	<ul style="list-style-type: none"> As approved
Sr. Admin. Staff <ul style="list-style-type: none"> Years 1 - 4 	3 + Winter Break	<ul style="list-style-type: none"> As approved
Sr. Admin. Staff <ul style="list-style-type: none"> Years 5+ 	4 + Winter Break	<ul style="list-style-type: none"> As approved

Non-instructional and Administrative staff should schedule planned vacation in advance with approval from your direct supervisor. Requests will be reviewed based on a number of factors, including staffing requirements. All staff should request planned vacation time at least one month in advance. **Time off (both vacation or personal) will not be allowed the day prior to or immediately following holiday weekends or school vacation day. Only the Executive Director can give permission for time off on any day preceding or following a holiday or school vacation. Please note that if you need to call in for sickness for the Monday following a holiday or school vacation, you must call the Executive Director in addition to sending your email to absent@salemacademycs.org. The Executive Director must approve all absences on the day before or after a vacation/holiday weekend.**

Vacation days not used by the end of the agreement period may not be carried/banked and will be forfeited. The Executive Director has the discretion to amend this.

MA EARNED SICK TIME

All employees, who are not otherwise eligible for vacation and personal time outlined above, will accrue Paid Time Off (PTO) beginning on their date of hire at a rate of one (1) hour for every thirty (30) hours worked to a maximum of forty (40) hours of PTO per fiscal year.

Up to a maximum of 40 hours of unused PTO may be carried over into the new calendar year; however, no more than 40 hours of PTO may be used in one fiscal year. Balances cannot go into the negative, however, PTO may be used in increments as low as one half hour.

PTO may be used to:

1. Care for your own physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
2. Care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. Attend routine medical and dental appointments for yourself or for your child, parent, spouse, or parent of a spouse; and
4. Address the psychological, physical, or legal effects of domestic violence.

5. Accrued MA PTO may also be used for extenuating circumstances with your manager approval.

SACS may request reasonable documentation signed by a healthcare provider to substantiate the valid use of PTO if your absence exceeds 21 consecutively scheduled work hours or 3 consecutive scheduled work days; or after four unforeseeable and undocumented absences within a three-month period. You may be required to submit a medical certificate clearing you to return to work.

Unused PTO will not be paid upon separation of employment.

HOLIDAYS

Regular full-time employees working a minimum of 30 hours/week are eligible for holiday pay on the 1st day of employment.

The following days are currently paid holidays:

Labor Day	Monday, September 6
Columbus Day	Monday, October 11
Veteran's Day	Thursday, November 11
Thanksgiving Day	Thursday, November 25
Day After Thanksgiving	Friday, November 26
Christmas Eve	Friday, December 24
Christmas Day	Saturday, December 25
New Year's Eve	Friday, December 31
New Year's Day	Saturday, January 1
Martin Luther King Jr. Day	Monday, January 17
President's Day	Monday, February 21
Patriot's Day	Monday, April 18
Memorial Day	Monday, May 30
Juneteenth	Monday, June 20
Fourth of July	Monday, July 4

If a holiday falls on a Saturday or a Sunday, it will typically be observed on the preceding Friday or the following Monday.

LEAVES OF ABSENCE **REQUESTING A LEAVE OF ABSENCE**

Your supervisor and the Executive Director must approve all leaves of absence requests. Ordinarily you are asked to provide thirty (30) days advance notice when the need for leave is foreseeable. When thirty (30) days notice is not possible, you must provide notice as soon as practicable, which should be on the same day or next business day of the date you become aware that leave is needed. If you are seeking leave due to a health condition, you will be required to submit a completed “Certification of Health Care Provider” form substantiating the inability to work. In all cases, if you are taking leave, you are expected to comply with the School’s normal call-in procedures for taking time off.

HR PROTOCOL FOR REQUESTING LEAVES OF ABSENCE AND **ACCOMMODATIONS**

The employee handbook addresses our policies around various leave of absence situations and requests for accommodation. Salem Academy follows all FMLA procedures.

If a staff member needs to request a medical accommodation or leave at any time, they can request these by using the attached link to HR@salemacademycs.org. This link will go to the Director of Operations and Human Resource. The employee will receive a survey form to inform us of the specifics of any accommodation or leave request.

As we recover from the pandemic, Salem Academy will be fully in person for the 2021-22 school year. Due to the expectations and responsibilities required in operating a traditional school year, the expectation is that all employees will work full time on campus for reasons related to COVID.

If an employee would like to request an accommodation, it is required that they follow the steps found in the [Leave of Absence and Accommodations Request Form](#)

The Director of Operations and Human Resources will clarify your needs and requests with you. They will inform and work with the Executive Director and supervisor to determine if we can accommodate your request and the employee will be informed of the decision. The supervisor will not be told the details of any medical information without the employee’s permission. Approved accommodations will be documented and shared with the employee and the employee’s supervisor.

REQUIRED CERTIFICATIONS

Periodic recertification of a health care provider may be required during medical leave, lengthy leaves of absence, changed circumstances and other circumstances as appropriate. If you are returning from a leave of absence due to a health condition, you will be required to present a doctor's note clearing you to return to work prior to being restored to work.

Documents related to medical certifications will be maintained and treated as confidential records and only accessible to those with a need to know.

If the certification requirements are not met, leave may be delayed or denied.

When a leave of absence is requested for a planned medical treatment for either you or a family member, you are asked to make reasonable efforts to schedule the treatment so as not to unduly disrupt the School's operations.

EMPLOYEE OBLIGATIONS DURING LEAVE OF ABSENCE

While on a leave of absence, you are required to report to the School periodically (typically every two weeks) regarding your status and intention to return to work. Your manager may also contact you periodically for updates concerning your status and intention to return. You are expected to be fully responsive to such requests for updates.

While on a leave of absence, you must provide the School with a mailing address and telephone number where you can be reached. If you fail to respond to written communications from the School, you may be deemed to have resigned.

RETURNING FROM LEAVE OF ABSENCE

At the end of Leave, an attempt will be made to return you to your last position held before the leave or to an equivalent position with equal pay, benefits and other terms/conditions of employment; however job restoration is not guaranteed beyond the requirements of state and federal law.

You will not be entitled to more favorable employment terms as a result of taking leave than you would have had if no leave had been taken. For example, while on leave, you will be subject to any pay or benefit reductions or other adverse actions, including layoff that you would have experienced if you had not been on a leave.

If you are unable to return from leave on the date set forth in the approved leave request, you are expected to contact the School *prior to* the anticipated return to work date. If you fail to return when scheduled, and do not contact the School in advance, you may be deemed to have resigned.

LEAVE OF ABSENCE EXTENSION

In the event that the School approves a request for an extended leave beyond that which is required, the School will consider the possibility of job restoration, but generally will not guarantee job restoration. The determination regarding whether to grant an extension and to grant restoration after an extension will be made at the School's discretion; after considering factors such as the purpose of the leave extension, your length of service, your performance and attendance record, your position and the School's assessment of its needs.

PAY & BENEFITS WHILE ON LEAVE

While on an approved leave of absence, you are required to use accrued and available vacation and personal time prior to unpaid time subject to the School's policies. (While on witness duty, workers compensation or maternity leave, employees are not required to, but may choose to, supplement disability insurance benefits with accrued and available vacation or personal time.)

Seniority and benefits will not accrue while on leave of absence (with the exception of Military Leave).

While on approved leave, you are responsible for payment of your portion of monthly premium for elected benefits. Payment to the School is required by the first of each month. If payment is not received within thirty (30) days of the due date the School may cancel benefit coverage.

The School will continue to pay the employer portion of insurance premiums for the duration of the leave as long as you continue to pay the employee portion of the premium. You must make arrangements to pay the employee share of the premium if the School is unable to make a payroll deduction during your leave.

If you fail to return from leave, the School may be entitled to recover its portion of benefit coverage from you.

In order to maintain eligibility for full-time benefits, you must average 30 or more hours per week during the 12 months prior to the benefits plan year. This will be measured annually in accordance with the ACA Policy and, if deemed eligible, coverage will be extended with the upcoming benefits plan year.

FAMILY & MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

To be eligible for FMLA leave, you must:

1. Have been employed for at least 12 months;
2. Have worked at least 1,250 hours over the preceding 12 months; and

3. Currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to, or necessitated by, service in the uniformed services are counted in determining FMLA eligibility.

FMLA leave may be taken for the following reasons:

- ◆ Birth of a child, or to care for a newly born child (up to 12 weeks leave);
- ◆ Placement of a child with the employee for adoption or foster care (up to 12 weeks leave);
- ◆ To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks leave);
- ◆ Because of your own serious health condition that makes you unable to perform your job (up to 12 weeks of leave);
- ◆ To care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks leave) (see Military-Related FMLA Leave for more details); or,
- ◆ To handle certain qualifying exigencies arising out of the fact that your spouse, son, daughter, or parent is on covered active duty or call to covered activity duty status in the Uniformed Services (up to 12 weeks leave) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

The School measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured forward from the date of any FMLA leave with one exception. For leave to care for a covered service member, the School calculates the 12-month period beginning on the first day of FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Intermittent FML: FMLA leave may be taken in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for your serious health condition or that of your immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so

that it will not unduly disrupt the School's operations. FMLA will run concurrently with all other leaves for which you are eligible.

Paid Time Off accrual during FML: Consistent with the School's policy for all types of leave, employees will not accrue paid time off while on *unpaid* FML. For as long as you are receiving pay from Salem Academy Charter School while on FML using previously accrued paid time off, you will continue to accrue paid time off each pay period. Should such pay stop at any point during the FML, paid time off will no longer accrue.

Use of accrued paid time off while on FML: As with any approved leave of absence*, while on FML, employees are required to use accrued and available paid time off prior to taking unpaid time. (*While on witness duty, workers compensation or maternity leave, employees are not required to, but may choose to, supplement disability insurance benefits with accrued and available paid time off.)

Holidays during FML: Employees will not be paid for holidays that fall during FML after an absence greater than ten business days.

Benefit continuation while of FML: During an employee's FML, the School will maintain health insurance and other group health benefits on the same conditions as if you were working subject to applicable plan documents and law. If you want benefits to continue during FML, you must continue to pay the share of the premiums for those benefits at the same contribution rate as if you were an active employee. If any portion of FML is paid, your share of the benefit premiums will be paid through automatic payroll deductions. For unpaid FML, you must make payments for your share of the premiums on a monthly basis. The School's obligations to maintain health benefits cease if an employee fails to pay his/her share of premiums.

Job Restoration: Salem Academy will make every effort to restore employees to their original or equivalent positions with equivalent pay, benefits, and other employment terms after FML.

Short Term Disability (STD) leave will run concurrently with Family Medical Leave (FMLA).

Long Term Disability (LTD) leave will run concurrently with Family Medical Leave (FMLA).

MASSACHUSETTS PAID FAMILY MEDICAL LEAVE ACT (PFMLA)

(Salem Academy Charter School has moved forward to adopt a private insurance plan which offers the Paid Family Medical Leave, which will begin to take effect in January 2021 and meets or exceeds the state PFMLA requirements)

Massachusetts has established a system for paid family and medical leave which will become available beginning in 2021. Under Massachusetts Law, Salem Academy must provide all eligible employees with paid family and medical leave (PFML). Employees become eligible or covered, once they have earned thirty (30) times the weekly benefit amount paid for unemployment benefits, in the prior twelve month period.

Covered employees may use no more than twelve (12) weeks of paid family leave in a benefit year for the following events:

- Bond with a child within during the first 12 months of the child's life, or first 12 months after the placement of a child through adoption or foster care with a covered employee;
- Exigency related to a family member is on active duty or there is an impending call or order for them to serve;
- Care for a family member who is a service member; and
- It is also available to a covered employee to care for a family member with a serious health condition.

Covered employees may take up to twenty-six (26) weeks of paid medical leave in a benefit year for the following events:

- Available to any covered individual with a serious health condition; and
- Also available to covered employees during pregnancy or recovery from childbirth (this leave must be immediately followed by family leave).

Employees using Family leave to bond with a child within 12 months after birth or adoption, cannot do so intermittently or on a reduced leave schedule unless the employee and Salem Academy have agreed.

Employees can use his/her leave intermittently or on a reduced schedule when medically necessary if: The employee is using the leave to care for a family member who is a covered service member; the employee has a serious medical health condition; or the employee is using the leave to care for a family member with a serious health condition.

It should be noted that an employee taking family leave to care for a covered service member cannot take more than 26 weeks, and a Covered individual cannot take more than 26 weeks in aggregate of family and medical leave, in the same benefit year.

Leave under the PFMLA runs concurrently with Massachusetts Parental Leave and FMLA. An employee who takes leave under the PFMLA, and is ineligible for FMLA leave, may take FMLA leave in the same benefit year only to the extent he/she remain eligible for concurrent leave under PFMLA Act. An employee cannot take more than twenty-six (26) weeks in aggregate of family and medical leave, in the same benefit year.

PARENTAL LEAVE

Regular full-time employees working a minimum of 30 hours per week *not otherwise eligible for FMLA* will be eligible for eight (8) weeks of Parental Leave of absence after three months of employment:

- for the birth of a child;
- for the adoption of a child under age 18; or
- for adopting a mentally/physically disabled child under the age of 23

Parental Leave will run concurrently with all other leaves for which you are eligible.

While on Parental leave, you may, but are not required to, apply unused available vacation or personal time toward the leave period for the first eight weeks considered to be parental leave under the MPLA. If the leave is approved for extension beyond eight weeks, you will be required to use available vacation or personal time.

If two employees of the School require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them (as opposed to eight weeks each). Upon returning to work, you will be restored to your position, or a similar one with the same status, pay, length of service credit and seniority as of the date of the leave, unless economic or business conditions during the leave period would have resulted in a lay-off had leave not been taken.

[Employees on Parental leave may request unpaid leave in excess of the eight (8) weeks. However, they should be aware that they may not be entitled to the same reinstatement or benefits rights upon their return to work from more than eight (8) weeks leave)or twelve (12) weeks if FML eligible.]

EXAMPLE OF LEAVE OVERLAP

Birth of a Child -	The following leaves run concurrently:		
<u>Leave Type</u>	<u>Duration</u>	<u>Paid</u>	<u>Unpaid</u>
FMLA	12 Weeks		XX
STD	6 Weeks (normal delivery or length of continued disability)	XX	
Vacation/Personal	May voluntarily use available PTO	XX	
Parental	8 Weeks		XX

Adoption of a Child -	The following leaves run concurrently:		
<u>Leave Type</u>	<u>Duration</u>	<u>Paid</u>	<u>Unpaid</u>
FMLA	12 Weeks		XX
Vacation/Personal	May voluntarily use available PTO	XX	
Parental	8 Weeks		XX

The FML available to Instructional staff who deliver a baby during the summer months, when not otherwise expected to be at work, will begin on the normally scheduled return to work day at the beginning of the school year.

MCAD GUIDANCE PREGNANT WORKER’S FAIRNESS ACT
EFFECTIVE ON APRIL 1, 2018

The Pregnant Workers Fairness Act (“the Act”) amends the current statute prohibiting discrimination in employment, G.L. c. 151B, §4, enforced by the Massachusetts Commission Against Discrimination (MCAD). The Act, effective on April 1, 2018, expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers’ obligations to employees that are pregnant or

lactating and the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy-related conditions and have an obligation to accommodate pregnant workers.

Under the Act:

- Upon request for an accommodation, the employer has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an “interactive process,” and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.
- An employer must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. “Undue hardship” means that providing the accommodation would cause the employer significant difficulty or expense.
- An employer cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.
- An employer cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.
- An employer cannot deny an employment opportunity or take adverse action against an employee because of the employee’s request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- An employer cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.
- The foregoing is a synopsis of the requirements under the Act, and both employees and employers are encouraged to read the full text of the law available on the General Court’s website here:

<https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter54>

SMALL NECESSITIES LEAVE

Under the Small Necessities Leave Act (SNLA), regular employees who have been employed by the School for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) month period are eligible for twenty-four (24) hours of leave during the rolling 12 month period measured forward from the employee’s last use of SNLA leave for the following purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school (this does not include interviewing at colleges or universities);
- To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

SNLA leave is unpaid leave; however you are required to use accrued and available paid time off prior to taking unpaid time.

Employees taking SNLA leave must provide seven (7) days' notice if the reason for the leave is foreseeable, and must provide as much notice as practicable if the reason for the leave is unforeseeable.

DOMESTIC VIOLENCE & ABUSIVE SITUATION LEAVE

An employee who is a victim of domestic violence, sexual assault, stalking or kidnapping or who has a family member who is a victim may be eligible for up to fifteen days of unpaid leave in a rolling 12-month period to:

- Seek or obtain medical attention, counseling, victim services or legal assistance;
- Secure housing;
- Obtain a protective order from a court;
- Appear in court or before a grand jury;
- Meet with a district attorney or other law enforcement official;
- Attend child custody proceedings; or
- Address other issues directly related to the abusive behavior against the employee or family member of the employee.

An employee must use available paid time off during this leave. This leave will run concurrently with all other leaves for which you are eligible.

BEREAVEMENT LEAVE

Regular full-time and Regular part-time employees may be granted time off with pay for a period not in excess of three (3) days in the event of the death of a spouse, child, parent, sibling, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any other member of his/her immediate household. Bereavement days can be used after the date of loss.

You may, with your supervisors' approval, use any available paid time off for additional time off as necessary.

JURY and WITNESS DUTY

If you are required to serve on jury duty, the School will pay you the difference between the amount of compensation you receive for jury duty and your regular compensation as scheduled for the first five days of jury duty. All requests for Jury Duty compensation must be accompanied by court documentation providing evidence of compensation received from the court.

You are expected to report to work as scheduled during the hours that your presence is not required as a juror.

If you have been subpoenaed, or otherwise requested to testify as witnesses by Salem Academy, you will receive your regular compensation as scheduled for the entire period of witness duty. You may use available paid time, or take unpaid time off to appear in court as a witness when requested by a party other than Salem Academy.

MILITARY LEAVE

If you are called to active service with the Armed Forces, you will be granted a leave of absence without pay. All employees (except those with jobs that are for brief, non-recurring periods with no reasonable expectation that the job will continue indefinitely or for a significant period), regardless of length of service, are eligible for military leave. Military Leave will run concurrently with all other leaves for which you are eligible. There will be no loss of seniority-based benefits during military leave.

Restoration rights are based on the duration of military service rather than the type of military duty performed (e.g., active duty for training or inactive duty), except for fitness-for-service examinations. The time limits for returning to work are as follows:

- Less than 31 days of service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period. If this is impossible or unreasonable, through no fault of yours, then as soon as possible;
- 31 to 180 days of service: You must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of yours, then as soon as possible;
- 181 days or more of service: You must apply for reemployment no later than 90 days after completion of military service.

Continuation of coverage under the School's health care plan during military leave depends on the length of the leave. For leaves of absence less than thirty-one (31) days in duration, the School will continue to pay its share of the health care premium contribution, and you will be responsible for your employee contribution. For leaves of absence greater than thirty-one (31) days, you may elect to continue health plan coverage at your own expense for a period of up to twenty-four (24) months. For more information about health care coverage during leave, please see the Executive Director.

To request military leave, you must inform the Executive Director as soon as the need for leave becomes known. A copy of the orders must be submitted with the request for the leave. Military leave runs concurrently with FMLA.

Contact the Executive Director for more information or questions about military leave.

KEY POLICIES

CORI/SAFIS BACKGROUND CHECKS

Criminal Offender Record Information (CORI)

Massachusetts requires all schools to conduct criminal background checks (CORI) every three years on current and prospective employees, volunteers, school transportation providers, and others who may have direct and unmonitored or unsupervised contact with children. This includes but is not limited to the following personnel or employees: Administrators, teachers, tutors, paraprofessionals, permanent substitutes, secretaries, clerical staff, maintenance staff and custodians, cafeteria workers, bus drivers, field trip chaperones and all subcontractors/laborers working on school grounds. With your completed CORI check kept in our confidential file, you will then be able to volunteer or chaperone any time during the year. CORI checks require proof of identity in the form of government issued photographic identification such as a driver's license. CORI forms are available in each school office and at the central administration office.

Salem Academy Charter School requires that volunteers, including parents, who come to the school during the day also need a CORI. Once submitted, these CORIs usually only take a day or two to be processed. There is no cost for a CORI. Since it may take several days to conduct and review such a check, parents who have not had a CORI check through Salem Academy during the past three years may wish to do so at the beginning of the school year.

If a teacher brings in a guest speaker, or a visitor for one class, who will never be alone with students, the teacher must get permission to have the guest be present without a CORI. Contact the Executive Director to get permission for this.

Please email Operations@salemacademycs.org to request a CORI Acknowledgement form. Return the completed form, along with a copy of a government-issued ID to Operations@salemacademycs.org.

The form can also be dropped off at, or mailed to:
Salem Academy Charter School
45 Congress St, Suite 121
Salem, MA 01970

CLASSROOM GUEST POLICY FOR VIDEO/WEB CONFERENCING PLATFORMS

Classroom guests who are invited to join video any web conferencing platforms must be approved by the staff members supervisor.

The hosting staff member must adhere to the following guidelines:

- CORI's are required for all guests
 - CORI forms are available [HERE](#).
 - All forms must be filled out and sent, along with a current photo ID to Operations@salemacademycs.org.
 - The CORI must be received at least 5 days prior to the scheduled visit.
- Actions of the guest are a responsibility of the hosting staff member.
 - Guest(s) cannot be left unattended at any point during their visit:
 - This includes break out rooms, and any other isolated virtual area.
 - Under no circumstance is a guest allowed to share contact information with students, all communication must go through the hosting staff member.

FINGERPRINT-BASED CRIMINAL RECORD INFORMATION (SAFIS/CHRI)

Finger-print based CHRI checks will only be conducted as authorized by M.G.L. c. 71 §38R and any applicable Federal Laws, in accordance with all applicable State and Federal rules and regulations, and in compliance with M.G.L. c. 6 §§ 167-178 and 803 CMR §§ 2.00. If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, he/she shall be informed of this requirement and instructed on how to comply with the law. Such instruction will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Individuals Subject to a National Criminal History Check for Suitability Determinations.:

(1) School employers shall review the results of a national criminal history check for all current and prospective school employees in the following categories:

- (a) Any full or part-time employee who may have direct and unmonitored contact with children(administrators, teachers, tutors, paraprofessionals, permanent substitutes, secretaries, clerical staff, maintenance staff and custodians, cafeteria workers, bus drivers, field trip chaperones and all subcontractors/laborers working on school grounds);
- (b) Any substitute employee who may have direct and unmonitored contact with children;

- (c) Any student teacher, apprentice or intern working at a school who may have direct and unmonitored contact with children; and
- (d) Any individual who regularly provides school related transportation to children.

(2) School employers may review the results of a national criminal history check for individuals who may have direct and unmonitored contact with children, including:

- (a) Any volunteer; and
- (b) Any subcontractor or laborer commissioned by the school employer, or employed by the city or town, to perform work on school grounds or with students.

Cost

- Licensed educator, the cost is \$55.00.
- Non licensed educators, the cost is \$35.00.
 - **Pre-Register** at the following website: <https://ma.ibtfingerprint.com/>
 - Provide **Salem Academy Charter School ESE Organization Code: 04850000**
 - Please contact the Director of Operations at Salem Academy Charter School with any questions

If you have been fingerprinted for another district, a Determination of Suitability letter may be sent on your behalf to operations@salemacademy.org

PERFORMANCE EXPECTATIONS

When performance expectations are not being met, the School will make every effort to engage the employee in a plan for improvement. This engagement process may take the form of one or more Counseling/Warning Conversations with a Notation of the Conversation, A Last Chance Warning or Termination. These steps may be taken in any order, successively, or not at all, at the discretion of the management and depending on the totality of the circumstances.

ATTENDANCE AND TARDINESS

All employees are expected to arrive on time for work in accordance with their assigned work schedules. If you are unable to report to work on time, you must contact your manager before the start of your workday.

If you have an unexpected need to be absent from work, you should notify your direct supervisor by email (absent@salemacademy.org) before the scheduled start of your workday (or as soon as possible), and on each additional day of absence. Instructional staff members are expected to have prepared folders with their position responsibilities, schedules, and at least two days of lesson plans in advance of any unexpected or planned absence.

Employees are expected to follow this procedure each day of absence, unless you have given written notice from a doctor of your extended absence.

A “no call – no show” will result in a Final Warning. A second no-call – no show will result in release from employment. If you are absent for three (3) consecutive days and have not notified your manager, you will be considered to have voluntarily resigned due to job abandonment and your employment will be terminated.

Excessive unscheduled or unapproved tardiness, even if paid, may result in disciplinary action up to and including termination. When performance expectations are not being met, the School will make every effort to engage the employee and plan for improvement. This engagement process may take the form of Counseling/Warning with Notation of Conversation, A Last Chance Warning or Termination. These steps may be taken in any order, successively, or not at all, at the discretion of the management and depending on the totality of the circumstances.

BRINGING CHILDREN TO WORK

Children and guests are not typically permitted while working. However, Salem Academy will seek to accommodate the unanticipated needs of employees when doing so will not interrupt the satisfactory completion of job responsibilities. To that end we would like to clarify how we will approach requests to bring children to work. Requests will be considered based on the totality of the circumstances and, when approved, will be an exception to the rule.

1. Employees who have a need to bring a child to work must first obtain advanced approval, before the child is at the school. The request is made to the Executive Director. If permission is denied, it will be because the Executive Director feels that it is either not safe or will interrupt the workflow of the school. If permission is given, please note the following expectations.

2A. At no time does SACS take responsibility for children in the building.

2B. The employee who has brought the child assumes responsibility for supervising them throughout their stay. At no time should a child be left unsupervised, or allowed to wander the building unsupervised.

3. It is acceptable to SACS if another staff member is willing to supervise a child for part of their visit. However, employees who are supervising another staff member’s child must not be actively working with students or on a duty where this would take their attention away from SACS students, i.e. on duty at the cafeteria, morning duties, dismissal duties. Employees should be careful not to put pressure on their peers to help in these situations.

4. Generally speaking, children are not allowed into professional development, team meetings or groups working on school business.

5. Children are NEVER allowed to be present at meetings with individual parents and students.

6. The school will make clear whether employees are invited to bring children to events such as the annual picnic; or if there will be babysitting provided such as at the annual potluck and parent teacher conferences. When SACS provides childcare for a school event, we will identify an adult who is supervising that childcare and expectations for supervision.

Our goal is to balance supporting our staff when unexpected need occurs, with ensuring that we can deliver the best education possible to our students at all times, and maintain smooth functioning of the school and its programs.

WORKPLACE ATTIRE

Salem Academy seeks to present a professional and businesslike environment where students can achieve and excel. We dress as models for students. Employees should appear neat and “dress for the day.” Meaning, attire should be suitable for a business casual environment where jeans are allowed depending upon the type of interactions/meetings planned, especially when meeting with parents/guardians and/or other community stakeholders. Salem Academy tee-shirts and college gear are encouraged. Care should be taken that skirt/dress length, cleavage and athletic wear do not take away from your professional appearance. Also, care should be taken not to wear offensive logos.

If you question the appropriateness of attire, please discuss it with your supervisor or the Executive Director.

SMOKE FREE / VAPE FREE WORKPLACE

Under state law, it is the responsibility of every employer to provide a smoke-free work environment. Accordingly, it is the School’s policy that there will be no smoking in its facilities or enclosed workspaces. This policy includes all forms of vaping. This policy applies to all employees, vendors, service contractors, visitors, customers, as well as, independent contractors and those engaged through temporary staffing agencies. For the purposes of this policy, the following definitions apply:

- “Smoking” – inhaling, exhaling, burning or carrying any lighted cigar, cigarette, e-cigarette, pipe, vape pens, or other lighted tobacco product in any manner or form.
- “Workplace” – an indoor area, vehicle, structure or facility owned or operated by the School.
- “Work space” – an enclosed area occupied by an employee during the course of employment, including the School-owned or leased vehicles.

Prime Group Shetland is a smoke free property. At no time may an employee or non-employee smoke on the property, or near the vicinity of a door or window or other opening that would allow smoke to enter into the workplace.

ALCOHOL and DRUG FREE WORKPLACE

The School is committed to conforming to State and Federal drug- and alcohol-free workplace regulations.

The School also seeks to maintain an environment that is safe and secure and promotes productivity for everyone. As the inappropriate or illegal use, or possession of, alcohol, marijuana and other drugs on the School property may jeopardize the health and safety of employees, inhibit productivity

and the quality of work performed, and undermine the public's confidence in the School, it is prohibited.

No employee may use, possess, manufacture, distribute, dispense, or sell alcohol or any controlled substance or illegal drug in the workplace, or on the School property, while on duty, while on a job site, on-call, or while operating a vehicle that is owned or leased by the School. In addition, no employee may report to work, remain on duty, or on-call status, while under the influence of, or impaired by alcohol, or any illegal drug. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

If you are convicted of or subject to a plea bargain for any criminal drug violation, where the offense occurred in the workplace, you must notify the Director of Operations within seven (7) days of such conviction or plea bargain. If you are convicted or subject to a plea bargain, you may face disciplinary action, up to and including discharge. If the School elects not to discharge you, you may be required to participate in, and successfully complete, an approved controlled substance abuse assistance or rehabilitation program as a condition of continued employment with the School.

To protect the School and to ensure the safety of all employees, the School reserves the right to conduct personal searches consistent with state law, and to inspect any package, parcel, purse, handbag, briefcase, container or any other possession or article carried to and from the School's property. In addition, the School reserves the right to search any employee's office, desk, files, locker or any other area on the School premises. Inspections may be conducted at any time at the discretion of management.

WORKPLACE SEARCHES

To protect the School and to ensure the safety of all employees, the School reserves the right to conduct personal searches consistent with state law, and to inspect any package, parcel, purse, handbag, briefcase, container or any other possession or article carried to and from the School's property. In addition, the School reserves the right to search any employee's office, desk, files, locker or any other area on the School premises. Inspections may be conducted at any time at the discretion of management.

SOCIAL MEDIA

Salem Academy Charter School recognizes that access to technology in school gives students, parents and teacher's greater opportunities to learn, engage, communicate, and develop skills that will prepare them for work, life, and citizenship. We are committed to helping students develop 21st-century technology and communication skills.

To that end, this **Acceptable Use Policy** outlines the guidelines and behaviors that users are expected to follow when using school technologies or when using personally-owned devices on the school campus.

- Students, parents and teachers are expected to follow the same rules for good behavior and respectful conduct online as offline.

- Misuse of social media can result in disciplinary action.
- Salem Academy Charter School makes a reasonable effort to ensure safety and security online, but will not be held accountable for any harm or damages that result from misuse of social media technologies.

We encourage teachers, students, staff, and other school community members to use social networking/media (Twitter, Facebook, etc.) as a way to connect with others, share educational resources, create and curate educational content, and enhance the classroom experience. We have created these social networking/media guidelines for you to follow when representing the school in the virtual world.

Please do the following:

Use good judgment

- Faculty and staff should not “friend” or “follow” students on social media. This includes joining online activities with students such as gaming or fantasy sports leagues.
- We expect you to use good judgment in all situations.
- You must know and follow the school’s Code of Conduct and Privacy Policy.
- Regardless of your privacy settings, assume that all of the information you have shared on your social network is public information.

Be respectful

- Always treat others in a respectful, positive and considerate manner.

Be responsible and ethical

- If you are approved to represent the school, unless you are specifically authorized to speak on behalf of the school as a spokesperson, you should state that the views expressed in your postings, etc. are your own. Stick with discussing school-related matters that are within your area of responsibility.
- Be open about your affiliation with the school and the role/position you hold.

Be a good listener

- Keep in mind that one of the biggest benefits of social media is that it gives others another way to talk to you, ask questions directly and to share feedback.
- Be responsive others when conversing online. Provide answers, thank people for their comments, and ask for further feedback, etc.
- Always be doing at least as much listening and responding as you do "talking."

Don't share the following:

Confidential information

- Do not publish, post or release information that is considered confidential or not public. If it seems confidential, it probably is. Online "conversations" are never private. Do not use your birth date, address, and cell phone number on any public website.

Private and personal information

- To ensure your safety, be careful about the type and amount of personal information you provide. Avoid talking about personal schedules or situations.
- NEVER give out or transmit personal information of students, parents, or co-workers
- Don't take information you receive through social networking (such as e-mail addresses, customer names, telephone numbers) and assume it's the most up-to-date or correct.
- Always respect the privacy of the school community members.

Please be cautious with respect to:

Images

- Respect brand, trademark, copyright information and/or images of the school.
- You may use photos and video that are available on the school's website.
- It is generally not acceptable to post pictures of students without the expressed written consent of their parents. These should be sent to the school communications director, images and content should come from the School's social media accounts, not your own.
- Do not post pictures of others (co-workers, etc.) without their permission.

Other sites

- A significant part of the interaction on blogs, Twitter, Facebook and other social networks involves passing on interesting content or linking to helpful resources. However, the school is ultimately responsible for any content that is shared. Don't blindly repost a link without looking at the content first.
- Pay attention to the security warnings that pop up on your computer before clicking on unfamiliar links. They actually serve a purpose and protect you and the school.
- When using Twitter, Facebook and other tools, follow their terms and conditions.

And if you don't get it right...

- Be sure to correct mistake you make immediately, and make it clear what was done to fix it.
- Apologize for the mistake if the situation warrants it.
- If it's a MAJOR mistake (e.g., exposing private information or reporting confidential information), please let someone know immediately so the school can take the proper steps to help minimize the impact it may have.

Netiquette

- Users should always use the Internet, network resources, and online sites in a courteous and respectful manner.
- Users should also recognize that among the valuable content online is unverified, incorrect, or inappropriate content. Users should use trusted sources when conducting research via the Internet.
- Users should also remember **not to post anything online that they wouldn't want students, parents, colleges, future colleges or future employers to see.** Once

something is online, it's out there—and can sometimes be shared and spread in ways you never intended.

Personal Safety

If you see a message, comment, image, or anything else online that makes you concerned for your personal safety, bring it to the attention of the school immediately.

- Users should never share personal information, including phone number, address, social security number, birthday, or financial information, over the Internet.
- Users should recognize that communicating over the Internet brings anonymity and associated risks, and should carefully safeguard the personal information of themselves and others.

Cyber bullying

Cyber bullying will not be tolerated. Harassing, dissing, flaming, denigrating, impersonating, outing, tricking, excluding, and cyber stalking are all examples of cyber-bullying. Don't be mean. Don't send emails or post comments with the intent of scaring, hurting, or intimidating someone else.

Engaging in these behaviors, or any online activities intended to harm (physically or emotionally) another person, will result in severe disciplinary action and loss of privileges. In some cases, cyber bullying can be a crime. Remember that your activities are monitored and retained by others.

Limitation of Liability

Salem Academy Charter School will not be responsible for damage or harm to persons, files, data, or hardware.

Violations of this Acceptable Use Policy

Violations of this policy may have disciplinary repercussions, including:

- Suspension of volunteer privileges
- Removal from positions of leadership within Salem Academy Charter School.
- Removal of student from Salem Academy Charter School.
- Additional consequences determined by Administration.

INFORMATION SYSTEMS ACCEPTABLE USE POLICY

This policy sets forth the policy of Salem Academy Charter School with regard to the use of, access to, review, and disclosure of various electronically stored information including those sent or received by other employees. This information systems policy applies to all individuals using the school's computer and network systems, including full time employees and part-time employees.

For the purposes of this document, "electronically stored information" includes, but is not limited to, all information residing on company information systems including sending, receipt, and use of

information through the corporate electronic information network, the Internet, voicemail, facsimiles, teleconferencing, and all other on-line information services.

All Employees Must Use School Issued Computers

Each employee receives a Salem Academy owned laptop and/or desktop computer upon employment, this is the machine that must be used to conduct school business. Salem Academy maintains each computer, as well as the IT system as a whole, protecting the school against malicious activities which could compromise sensitive and legally protected information. These measures protect the digital information on the schools network, computers and devices from unauthorized access, attack and destruction. These measures also protect information under the federal HIPPA standards for the electronic exchange, privacy and security of health information. The protections that are put in place do not apply to personal computers, therefore the use of personal computers is prohibited. Effective security is a team effort involving the participation of both the employer and the employee.

Conducting business on staff owned cell phones is allowed, as cell phones are manufactured with encryption which protects the exchange of information.

Information Systems are for School and Educational Purposes

The school provides information systems to its users for the primary purpose of school related use. Personal use is permissible on a limited basis. This limited personal use should not be during charged time and should not interfere with job performance. Personal messages may not be broadcast to groups of people or other employees except to appropriate forums (such as designated news groups).

User Obligations Regarding Data Security and Passwords

- Laptop passwords **MUST** be changed or updated while on campus - Making these changes off campus will result in loss of information and the ability for the computer to sync to the network.
- Email passwords must be changed every 6 months, change notifications will be sent to each user.
- Email passwords can be changed from any location.
- Passwords should be set with complexity. This may be controlled by the operating system and cannot be established outside of pre-set requirements. Passwords must be a minimum of 8 characters and must include 3 out of 4 of the following: lower case a -z, UPPER CASE A-Z, Arabic numeral 0-9, non-alpha symbol, \$%# !.
- Multi-Factor Authentication is in place for identity and access management.
- Users may **not** access a computer or account that belongs to another employee or department (except for an authorized member of IT).
- Users must use **ONLY** their own logon ID and password.
- Each user is directly responsible for all activity on their logon ID.
- Users must immediately report any known or suspected compromise of their password to the Executive Director.
- Unauthorized attempts to circumvent data security schemes; identify or exploit security vulnerabilities; or decrypt secure data are prohibited.
- Attempting to monitor, read, copy, change, delete or tamper with another employee's electronic communications, files or software without the express authorization of the user or Management (except for authorized Network Administration personnel) is prohibited.

- Forging the source of electronic communications, altering system data used to identify the source of messages or otherwise obscuring the origination of communications is prohibited.
- Users are responsible for transferring company data from local drives to the appropriate server in a timely manner.

Monitoring and Expectations of Privacy

Electronically stored information on Salem Academy Charter School systems are the property of the school to assist it in carrying out business and school related communications and activities. SACS treats all such information including communications sent, received, or stored as school messages, including those for personal use. All users shall have no expectations of privacy with respect to any electronically stored information on SACS systems. While SACS will not do this routinely, it reserves the right to monitor, access, review, copy, store, or delete any electronically stored information on its systems including personal messages, from the system for any purpose and to disclose them to others, as it deems appropriate.

Prohibited Activity and Use of Good Judgment

Use of electronic communications or electronically stored data to engage in any communication or action that is threatening, discriminatory (based on language that can be viewed as harassing others based on race, creed, color, age, sex, physical, handicap, sexual orientation, or otherwise), defamatory slanderous, obscene, or harassing is prohibited. Electronic communications shall not disclose personal information without authorization. The destruction or alteration of electronic communications with the intent to cause harm or injury to SACS or any of its employees strictly prohibited.

Electronic communications shall not be used for any illegal purposes or violate the intellectual property rights of others. Employees shall not break into the computers or intercept the communications of other individuals.

Employees will use the same good judgment to prepare electronic communications as they would use in preparing a hard copy of a memorandum. The content of electronic communications may have significant business and financial consequences for Beaumont and may be inappropriately taken out of context. Because of the ease of sending these documents, extra care must be taken to ensure that they are not sent hastily or insecurely. Someone other than the addressee may read electronic messages, accordingly, users should ensure that messages are courteous, professional, and business-like.

All Salem Academy Charter School Employees and Contractors Have Responsibility For Guarding Sensitive Data

All information is categorized into two main classifications:

- SACS Public
- SACS Confidential

It is a continuum, in that it is understood that some information is more sensitive than other information, and should be protected in a more secure manner. This includes IEP's, 504's and other sensitive documents that pertain to the school or students. For data that resides in systems that significantly impact an operation at SACS, data used as the primary basis for making important

decisions and data used for accounting purposes employees will be expected to follow the specific guidelines provided them by the person responsible for the specific system. Questions about the proper classification and/or storage of a specific piece of information should be addressed to the manager overseeing the area in question.

Protection of Intellectual Property and Licensing

Software and other files may not be loaded on SACS's computers without express permission from SACS management. The ease of copying through various electronic communications systems poses a serious risk of intellectual property infringement. Each user must be aware and respect the rights of others. Users may not remove intellectual property notices of others. Software that may be marked as "free," "public domain," and "public use" may be free for personal use, but not corporate/educational use. Downloading software from the Internet, and the use of this software can violate security, copyright or licensing requirements and is there prohibited. Any authorized software must be installed with the assistance of IT. Users with local administrative access to their SACS owned PC may use it for the purpose of applying updates and patches to approved installed software only. Users may not copy software licensed to the school unless specifically advised that they are authorized under the school's license to do so.

Virus Protection

Users may not knowingly create, execute, forward, or introduce any computer code designed to self-replicate, damage, or otherwise impede the performance of any computer's memory, storage, operating system, or software. It is a violation of this policy to tamper with or disable the mandatory virus-checking facilities installed on every SACS system.

Disciplinary Action Resulting from Non-Compliance

Management reserves the right to revoke any user's access privileges at any time for violations of this policy and conduct that disrupts the normal operation of Salem Academy's information systems. Any conduct that adversely affects the ability of others to use the company's systems and networks, or which can harm or offend others, will not be permitted. Violations to any portion of this policy can result in disciplinary action up to and including termination. Authority may be exercised without notice and management disclaims responsibility for loss or damage to data and software as a result.

POLICY FOR TEXTING WITH STUDENTS

All communication with a student, parent or staff member and all communication about a student or parent regardless of who it is with can be subpoenaed by the court of law. Student and family information is protected and deemed confidential under FERPA (Family Rights and Educational Privacy Act)

Required

- Notify the parent/guardian of this form of communication.
 - Teachers will include the mode of communication in their syllabi at the beginning of the year/course
 - All families will be notified of all possible forms of communication via the Student/Family Handbook

- Notify your supervisor of this form of communication via family communication doc at form level.
- Maintain professionalism:
 - Use formal language.
 - Be mindful of word choice and tone.
 - Focus on school-related topics.

Recommended

- Text using an approved app or phone number
- When possible, put the parent/guardian on the text chain with the student
- Keep texting session within a school hour window of one hour before school and no later than 2 hours after school ends (7:30 AM to 6:00 PM)
- Collaborate with respective form teams to determine who is the main point of contact. Students don't want 20 texts a day and will tune out fast.

USE OF SCHOOL VANS

Salem Academy Charter School has two 12 passenger vans for transporting students and adults on school business. All staff members are expected to demonstrate responsible, thoughtful practices when using a school van. Of utmost importance at all times is the safe transportation of students and staff.

Van Policies:

- ❖ Vans are not allowed to be used for transporting students to and from school as if they were school busses. They are not equipped or insured for this purpose, and would be against the law to use them as such.
- ❖ The following must be submitted to the Director of Operations before operating a van:
 - A. Driver submits a current, valid Massachusetts license.
 - B. Out of state drivers licenses must be approved by the Executive Director
 - C. The driver has a valid CORI and SAFIS results on file
 - D. The driver allows SACS to run a Driving History Record through the MA RMV

** Drivers who are not employed by Salem Academy Charter School will be required to present proof of insurance, including a coverage summary page, in addition to the above requirements.

- ❖ Driving privileges may be denied if the driver's past three (3) year driving record indicates any of the following
 - Two or more: accidents, moving violations, or combination of accidents/violations.
 - Conviction of reckless driving, license suspension, conviction of driving with a suspended license, "hit and run" or "leaving the scene."

- Conviction of driving while under the influence of alcohol or drugs, vehicular homicide or any driving offense punishable as a felony.
- ❖ Vans are limited to 12 occupants, including the driver. All occupants must wear seat belts at all times.
- ❖ Each van is equipped with an E-ZPass toll tag, a first aid kit and a fire extinguisher. If any of these items are missing please report it to the Director of Operations.
- ❖ Misuse of the van(s) and/or returning the van(s) in poor condition can result in the loss of the privilege to use them.
- ❖ All Drivers must obey all Massachusetts Laws regarding the operation of a motor vehicle, and SAC shall revoke driving privileges from any Driver whom they believe violated a Massachusetts Law concerning the operation of a motor vehicle.
- ❖ It is the driver's responsibility to ensure that all School policies and the Student Code of Conduct are adhered to by all passengers, and shall report any violations of School Policies or the Student Code of Conduct to the appropriate superior as soon possible. In addition to the Code of Conduct and all other School Policies, the following behaviors or actions are forbidden on school Vans:
 - Disruptive and/or loud behavior.
 - Throwing any item from the van.
 - Inappropriate behavior, language, or gestures directed at any passersby.
- ❖ Vans are to be kept clean. After each use, the driver must check to make sure all windows are shut, nothing and no one is left in the van, and the van is locked. The vans must be filled with gas at any time the gauge falls to ¼ full. Please submit a Reimbursement form along with a gas receipt to the business office.
- ❖ In the event a van is stolen or damaged from misuse; subjected to intentional damage or damage from a lack of reasonable safety precautions; or is allowed to be used in violation of school policy, the driver may be prohibited from further use of school vehicles. A Vehicular Accident Policy is available in the employee handbook. Copies of this policy, as well as emergency contact information, are also stored in the glove compartment of each van.
- ❖ Any tickets, citations or other legal action against a driver for operating or parking violations shall be the responsibility of the driver.
- ❖ The vans are not available for personal use. The seats may not be removed in order to use the vans as cargo vans.

PROCEDURES FOR SACS DRIVERS IN CASE OF VEHICULAR ACCIDENT

- ❖ Notify the appropriate law enforcement agency immediately (i.e. 911).
- ❖ Exchange all necessary information with the operator(s) of other vehicles involved in the accident required to complete a Motor Vehicle Accident Report.
- ❖ Obtain names, addresses, and phone numbers of any witnesses.
- ❖ Take pictures of damage to vehicle(s) or other objects
- ❖ Obtain copies of all reports and submit to the Business Office. Collect the names, license numbers and names of insurance companies of all other parties involved.
- ❖ If students are involved, notify your supervisor that you have had an accident. If needed, seek medical assistance by calling 911 or transporting to the nearest health facility. Provide transportation of students to home or back to the school.

- ❖ Complete an Emergency, Accident and Incident Report within 24 hours. File this report with the Director of Operations.
- ❖ Cooperate and comply with instructions of any law enforcement, fire, or medical personnel at the scene of the accident.
- ❖ If necessary, complete the Employee First Report of Injury and submit to the Director of Operations within 24 hours.
- ❖ Make no statements as to who is at fault in the accident and refrain from discussing the circumstances of the accident with anyone other than school management or law enforcement officials.
- ❖ "Hit and run" and vandalism events are criminal incidents. If you are aware that the van has been hit, or vandalized, it should be reported to the police, as well as compliance with the above procedures.

USE OF PERSONAL VEHICLES FOR SCHOOL BUSINESS

- ❖ Employees should know that in the event of an accident or damage to their vehicle, their own auto insurance would respond first. (Employees should check with their insurance companies to be certain that they would still have coverage while using their vehicle for business purposes – some insurance carriers EXCLUDE all business use of a vehicle unless it has been placed as an endorsement to their policy)
- ❖ The deductible amount the employee has set on their policy is their responsibility unless they have an agreement with their employer stating otherwise.
- ❖ The employees insurance limits would have to be met before their employers insurance would respond, if at all.
- ❖ Employees should review their auto coverage and limits and deductibles and discuss business use with their auto carrier.
Any tickets, violations, towing expenses, etc. incurred by an employee in their personal vehicle while driving on school business is the sole responsibility of the employee.
All personal vehicles must have a current state inspection sticker.
- ❖ Electronic device/cell phone use is prohibited while using personal vehicles for school business.

POLICY FOR STAFF DRIVING STUDENTS IN PERSONAL VEHICLES

As a rule, Salem Academy discourages staff from driving students in their personal vehicles. However, there are times when a student's needs or program needs may take priority over that policy. In the event that a particular need arises where a staff member must take a student in their personal vehicle, the staff member must fill out a [Waiver for Transporting Students](#), and submit it to the Director of Operations with at least forty-eight hour notice, for approval. If the request is approved for transportation of a student in a staff members personal vehicle. No staff member should drive a student in their car without permission from an administrator with clear information on why the need exists; who the child is and where they are going. If the situation is an emergency, a verbal

approval can be given by the Director of Operations or the Executive Director at the time. We do not place students into Ubers or cabs unless a parent is managing that.

Examples of times that permission for staff to drive students in their personal vehicle may be given:

1. Homeless students needing transportation to and from school may be transported by staff using these protocols. They will be paid for the transportation provided.
2. A student needs a ride home from school or an athletic event and there are no other options
3. A student needs a ride to the hospital, an ambulance is not necessary and a staff member is able to do that.
4. A student needs rides to school and the school has offered to pay a staff member to provide that transportation.
5. A student needs a ride to a school obligation and parents cannot provide it, i.e. service learning; community events

Important protocol

1. If possible there should never be one staff and one student; please take another adult or another student with you.
2. The student(s) sit in the back seat not in the front seat with the driver.
3. Parents are notified that a staff member is transporting the student and have given permission for this. The permission is noted in writing if it is a verbal permission.
4. The administrator is notified that the student arrived at the destination.
5. Any staff using their personal car must have insurance on that car. The school's insurance is secondary to the personal insurance.
6. Proof of insurance is required. Please submit a copy of the selections page of your insurance policy to the Director of Operations.
7. A clean driving record is required to transport student(s). Please submit a copy of your current driver's license to the Director of Operations. Please submit your driver's license after the fact if the transportation was unplanned.

BULLYING INTERVENTION and PREVENTION

Salem Academy Charter School (SACS), in partnership with parents, guardians, and the community, and in keeping with the SACS core value of respect for human differences, believes that a positive, safe, and civil environment in school is necessary for students to learn and achieve. Bullying disrupts a student's ability to learn by preventing that student's full engagement with his or her education. Moreover, bullying compromises a school's ability to educate its students in a safe environment. Salem Academy will not tolerate bullying by anyone in the community - students, parents, staff or faculty.

Acts of bullying, which include cyber-bullying, and retaliation are prohibited:

- On school grounds and property immediately adjacent to school grounds; at a school sponsored or school-related activity, function, or program whether on or off school grounds; at a school bus stop, on a school bus or other vehicle owned, leased, or used by a school district or school; or through the use of technology or an electronic device owned, leased, or used by the school; and
- At a location, activity, function, or program that is not school-related through the use of technology or an electronic device that is not owned, leased, or used by Salem Academy Charter School, if the acts create a hostile environment at school for the target or witnesses, infringe on their rights at school, or materially and substantially disrupt the education process or the orderly operation of a school.

Retaliation against any person associated with a report of bullying or the investigation thereof shall be prohibited, as is falsely accusing another as a means of harassment or bullying. As mandated by MGL C. 71. Sec.370 Salem Academy Charter School has adopted a Bullying Intervention and Prevention Policy. The written policy is available in the school's policy documents and on the website. All employees are expected to become familiar with the policy, and to support it in a coordinated effort to ensure a safe school environment for all members of the Salem Academy Charter School Community.

Training on the policy and its implementation will be provided for employees at the beginning of each school year, within one month for new employees and yearly for parents and students.

MANDATED REPORTERS

ALL school personnel are mandated reporters in cases of suspected abuse or neglect of a minor. If you (SACS personnel) have reasonable cause to suspect physical or emotional abuse or substantial risk of harm/neglect of a student, this must be reported as soon as possible one of the following members of the school's Student Services Team (SST): Head of School, Upper School Principal, Counselors, Dean of Students, Assistant Dean of Students, Nurse, and/or Special Educator Coordinator.

The school-based Student Services Team will follow the reporting requirements of the Department of Children and Families (DCF, formerly known as the Department of Social Services, or DSS) and the policy of Salem Academy. The staff member with the original report and the informed member of the SST team will determine whether a "reportable condition" exists and will act accordingly. This process must be confidential and only involve members of the SST team.

It is not the responsibility of staff to prove that a child has been abused or neglected; a reasonable cause for concern should trigger the process.

If the Student Services Team decides not to file a report regarding the concerns you raise because it feels it does not rise to that level and you disagree with that decision, Salem Academy encourages you to file a report yourself with DCF.

As mandated reporters, school personnel who report with reasonable cause are presumed to be acting in good faith and are immune from any civil or criminal liability.

Failure to make a report when there is a reasonable cause for concern can result in a fine of not more than \$1,000; more importantly, a child could suffer additional harm if a report is not made when there is reasonable suspicion of abuse or neglect.

FREEDOM FROM HARASSMENT

It is the goal of the School to promote a workplace that is free of all harassment. Sexual or other discriminatory harassment occurring in the workplace or in other settings in which you may find yourself in connection with your employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual or other discriminatory harassment or retaliation against individuals for cooperating with an investigation of a sexual or other discriminatory harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual or other discriminatory harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

Because the School takes allegations of harassment seriously, we will respond promptly to complaints of sexual or other discriminatory harassment, investigate those complaints, and where it is determined that such inappropriate conduct has occurred, will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action as appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual or other discriminatory harassment, the policy is not designed or intended to limit our School to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other discriminatory harassment.

Definition Of Sexual Harassment

“Sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of

creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances -- whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

Prohibition of Other Types of Discriminatory Harassment

It is also against the School's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, gender identity/expression, pregnancy, marital status, age, national origin, disability or other protected category (or that of the individual's relatives, friends or associates) that:

- (a) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment;
- (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or
- (c) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment:

- epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, ancestry or disability;
- written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere within the School's premises such as an employee's desk or workspace or on the School's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against the School's policy to retaliate against an employee for filing a complaint of sexual or other discriminatory harassment or for cooperating in an investigation of a complaint of sexual or other discriminatory harassment.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other discriminatory harassment, and retaliation against individuals for cooperating with an investigation of a sexual or other discriminatory harassment complaint is unlawful and will not be tolerated by the School.

Complaints of Sexual or Other Discriminatory Harassment

If any of our employees believes that he or she has been subjected to sexual or other discriminatory harassment, the employee has the right to file a complaint with the School. This may be done in writing or verbally.

Salem Academy provides a staff liaison, this person will be available to guide any staff member to the correct channels.

If an employee would like to file a complaint, they may do so by contacting any of the following individuals:

Stephanie Callahan, Executive Director at 978-744-2105 ext. 148 or via email at scallahan@salemacademycs.org

Rick Winter, Chair of the HR Committee, 781-696-6164 or via email at rwinter@salemacademycs.org

Ana Brea, Staff Liaison, at 978-744-2105 ext. 136 or via email at abrea@salemacademycs.org

They are available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

Harassment Investigation

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual or other discriminatory harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as deemed appropriate under the circumstances. Such action may range from counseling to termination of employment.

State and Federal Remedies

In addition to the above, if and employees believe he/she has been subjected to sexual or discriminatory harassment, they may file a formal complaint with either or both of the government agencies in MA set forth below. Using our complaint process does not prohibit an employee from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, Boston, MA 02108
617.994.6000
Equal Employment Opportunity Commission
One Congress Street (Room 1001), Boston, MA 02114
617.565.3200

Compliance with this policy is a condition of employment at the School. Employees are encouraged to raise any questions or concerns about this policy to Human Resources.

Frivolous Claim – the School recognizes that false accusations of sexual or other discriminatory harassment can have serious effects on innocent women and men. The School has the right to take appropriate disciplinary action against an employee who makes a false or bad faith claim of harassment. In addition, to the extent that any willfully false claim constitutes resistance to or interference with the work of the Commission (MCAD) or the EEOC, the person filing such a complaint may be subject to civil and/or criminal penalties.

FREEDOM FROM WORKPLACE VIOLENCE

The School is committed to providing a safe and secure work environment for its employees, customers and guests. Threats, intimidations or acts of violence will not be tolerated on the School property or during any event sponsored by the School. Such acts include, but are not limited to:

- Threatening, hostile or intimidating behavior
- Use of profane or obscene language, fighting, intimidation, threatening or harassing fellow employees or customers
- Any behavior which is perceived as threatening
- Possession of a weapon or dangerous device
- Fighting or disorderly conduct
- Violation of a restraining order
- Verbal abuse
- Stalking
- Sabotaging another employee's work

An individual who believes they have been subjected to threatening or intimidating behavior by a fellow employee, student or other individual, either on property or engaged in the School business, is required to immediately report conduct to their supervisor and the Executive Director. A manager or

supervisor who becomes aware of any action, behavior or perceives any threat to an employee that may violate this policy, is responsible for immediately contacting the Executive Director.

The School will promptly and thoroughly investigate all reports of violence as discreetly and confidentially as practicable. If it is determined that a violation of this policy has occurred, appropriate disciplinary action against the offending party, which may include counseling, warnings, transfers, suspensions or termination will be taken based on the totality of the circumstances.

Employees who report violations of this policy, and employees who cooperate with investigations into alleged violations of this policy, will not be subject to retaliation. If an employee believes that they are experiencing retaliation, they should file a report consistent with the procedures outlined under “Complaints of Sexual or Other Discriminatory Harassment” in the previous section. Compliance with this policy is a condition of employment.

BUSINESS CONDUCT

SACS expects all employees to act in the best interest of the School and to refrain from inappropriate conduct at all times.

A list of prohibited conduct includes, but is not limited to:

- Theft, unauthorized removal or wrongful possession of School property, funds or the property of others
- Unapproved, or misuse of School equipment or materials
- Insubordination or refusal to follow lawful instructions or directions
- Falsification or alteration of any official document or form including but not limited to timesheets/cards and Applications for Employment
- Conviction of a felony in state or federal court
- Making derogatory statements (*excluding concerted activity expressly protected by law*) about the School, its programs, students, vendors or another employee that could detrimentally impact the SACS’s image or business
- Disclosure of confidential information
- Violation of other stated School policies or practices
- Harmful misuse of school vehicles or other SACS property

The School reserves the right to administer corrective action based on interpretation of the facts of any incident(s). Discipline may be in the form of Counseling/Warning with Notation of Conversations, A Last Chance Warning or Termination. These steps may be taken in any order, successively, or not at all, at the discretion of the management and depending on the totality of the circumstances.

CONFLICTS OF INTEREST

All employees are responsible for ensuring that they do not place themselves in any position that will conflict with their responsibility to Salem Academy. No employee of Salem Academy shall serve on a governing board or committee of any agency contracting with, making grants to, or receiving grants from Salem Academy, except under special circumstances and with the express approval of the Salem Academy Board of Trustees. In no such case shall a Salem Academy employee

vote or take an active part in discussion of a grant or contract between Salem Academy and an organization of which he or she is a member.

As a public employee, staff at Salem academy are not allowed to accept gifts of \$50 value or more. Every employee is required to complete the training on conflict of interest from the MA. For more information on Conflict of Interest guidelines, please go to the web page of [FAQ for public school teachers](#)

FCOMPLAINT POLICY AND PROCEDURES

Salem Academy values open and proactive communication amongst and between the members of the school community, including parents, students, faculty, staff, administration and the Board. Issues that are not dealt with directly can become destructive to the school community and, therefore, detrimental to the learning process of our students. As adults we must model for our students a willingness to address conflict directly. As such, Salem Academy's procedures (outlined below) for settling differences are designed to support prompt and equitable resolution of disagreements at the lowest possible faculty or administrative level.

These procedures pertain to complaints of varied natures; they regulate how parents and students are expected to express complaints about faculty, staff or administrators, and they regulate how faculty and staff are expected to express complaints about other members of the professional community, including peers, supervisors, or the administration.

All members of the school community have a right to be heard and assured the opportunity for an orderly presentation and review of complaints and concerns without fear of reprisal. The administration and Board both expect that conflict will be addressed and proactively dealt with following the fewest steps of the procedures below. However, should prompt resolution not be obtained at the lowest faculty or administrative level, each member of the school community is guaranteed both substantive and procedural due process.

Explicit and direct complaint procedures are necessary to uphold the integrity of the organization. Streamlined procedures with the fewest possible points of contact enhance positive, prompt conflict resolution. Salem Academy is committed to ensuring that the following procedures are followed:

1. Address Issue with Those Directly Involved

The complainant brings the situation or concern to the attention of those directly involved. If a parent or student has a concern, this dictates that they must begin a dialogue with the classroom teacher or administrator with whom the conflict exists. Likewise, if a faculty member has a conflict with another faculty member, or with a member of the administrative team, s/he must bring the concern to the attention of those involved.

Should a parent, student, or faculty member fail to begin the process at the lowest possible level, and instead come directly to the Executive Director or Head of School, s/he will re-direct the complainant to address the issue directly with those involved. Should a faculty member fail to begin the process at the lowest possible level, and instead go directly to a Board member or the Board

Chair with a concern about a senior administrator, the Board member will re-direct the grievance to the administrator and/or the executive director.

2. Address Issue with Appropriate Administrator/Supervisor

If satisfactory resolution is not realized after a direct conversation between the conflicted parties, the situation must be brought to the attention of the supervising administrator. The supervising administrator and the conflicted parties will address the situation and develop goals for conflict resolution. The administrator will monitor this process until resolution is realized.

3. Submit Written Complaint to the Executive Director

If the complainant is not satisfied with the response received via steps two or three, the grievant should submit a formal written complaint to the Executive Director. This written complaint should:

1. Describe the incident, decision or practice that gave rise to the complaint
2. Cite the agreement, policy, or procedure that has been violated and/or rationale for concern
3. Describe what conflict resolution strategies were attempted via preliminary steps
4. Explain what corrective action is being requested. **

** All complaints must follow step four

It is the Executive Director's responsibility to manage the ultimate resolution of conflicts between and amongst parents, students, faculty, staff, and administrators, except those that pertain to the Executive Director him/herself. Should a complainant feel that s/he was not treated equitably, or that his/her concern did not receive the attention it deserved throughout the process, s/he is free to submit a new complaint about the Executive Director's dealings with the procedure. Such a complaint would need to follow these procedures sequentially, beginning again with step one.

4. Provide Written Complaint to the Board

After the Executive Director has been given two weeks to respond to this formal complaint, the complainant and Executive Director will meet to bring the matter to closure. If the complainant is still not satisfied, they should bring the matter to the attention of the Board only if it pertains to the Executive Director or to the Executive Director's execution of school-wide policy or procedure. The written complaint should be delivered to the Board Chair and the Chair of Governance. The Board Chair and the Chair of Governance will review the information and decide how to proceed. They will respond to the complainant within 30 days. They will ensure that the proper steps were taken before deciding on their next steps. Complaints should not be brought to the Board as a matter of public comment as this does not give the Board sufficient time to consider the issue(s) and address them through the governance process. The Board will not hear matters that do not follow this complaint process.

It is important to the integrity of our school that complaints be handled in an informed, direct, fair and equitable manner. The administration and board share responsibility in ensuring the integrity of

the vision and its implementation through the system of due process described in this complaint policy.

Complaint Procedure Support

Recognizing the complaint procedures described above, the following personnel are able to explain the complaint procedures for the 2020-2021 school year to any staff who have questions.

Operations Liaison
10 month Faculty Liaison
Year Round Faculty Liaison

Krissy Sgambellone
Ana Brea
Chyna Onembo

EMPLOYMENT OF RELATIVES

Employment of immediate relatives is generally permitted; however, in order to prevent a conflict of interest, or the appearance of such, there should not be a direct reporting relationship.

INCLEMENT WEATHER

At times, emergencies such as severe weather can disrupt school operations. In extreme cases, these circumstances may require the closing of the facility. In the event that such an emergency occurs during non-working hours, we will conform to the emergency closing schedule posted by the Salem Public Schools, by staff email and automated phone call and text message, postings made on Salem Academy website and Facebook page, as well as WHDH, Channel 7 news.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Any employee previously scheduled to use vacation or personal time on the day of School closure will not be required to use their time. Employees on leave or vacation are not impacted in any way by emergency closures.

If the school is open, and you are unable to make it to the office due to inclement weather, you may take the day unpaid, or use available vacation or personal time.

HIPAA

Consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the School will take steps to protect the privacy of your Personal Health Information (PHI). The School stores health-related information on staff separately from other personnel file materials. This information is maintained by the Director of Operations and is accessible on a “need to know” basis only.

INFORMATION SECURITY

SACS is committed to ensuring effective administrative, technical and physical safeguards for the protection of personal information of our employees, contractors and customers. To this end, we have implemented a Personal Information and Data Security Program. This program sets forth our procedures for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. This policy statement summarizes the program and outlines your responsibilities in helping us secure personal information.

For purposes of our Personal Information and Data Security Program, "personal information" means a first name and last name or first initial and last name in combination with any one or more of the following data elements:

- (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 an account.

SACS is committed to:

- Ensuring the security and confidentiality of personal information,
- Protecting against any anticipated threats or hazards to the security or integrity of such information, and
- Protecting against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

Every effort will be made to continuously:

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, information systems, and other safeguards in place to control risks;
4. Design and implement as necessary policies and procedures to minimize those risks; and
5. Regularly monitor the effectiveness of those safeguards:

The **Technology Director** has been designated as **Data Security Coordinator** with the responsibility of implementing and overseeing this policy and its related procedures. The Data Security Coordinator will be responsible for:

- Informing employees of the Program policies and procedures;
- Regularly monitoring the Program and testing the data security safeguards;

- Evaluating the ability of each of our third party service providers to implement and maintain appropriate security measures for the personal information to which we have permitted them access, and requiring such third party service providers to implement and maintain appropriate security measures.
- Reviewing our security measures 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.
- Review the elements of our data security policy and procedures with all owners, managers, employees and independent contractors (including temporary and contract employees) who have access to personal information.

Your efforts to help secure personal information are essential.

Access to records containing personal information must be limited to those persons who are reasonably required to know such information in order to accomplish legitimate business purposes. Terminated employees must return all records containing personal information (including all information stored on laptops or other portable devices or media, in files, records, work papers, etc.)

You should immediately report any suspicious or unauthorized use of personal information. Employees with personal information must not keep open files containing personal information on their desks when they are not at their desks. At the end of the workday, all files and other records containing personal information must be secured. Personal information must be stored in locked offices or locked filing cabinets.

Access to electronically stored personal information must be limited to those employees having a unique login ID. Such employees may not share, and must take reasonable precaution in protecting, login information. To the extent technically feasible, all personal information stored on laptops or other portable devices or transmitted across public networks or wirelessly must be encrypted.

Paper or electronic records containing personal information must be disposed of in a secure method. Paper documents containing personal information must be shredded so that personal data cannot practicably be read or reconstructed. Electronic media and other non-paper media containing personal information must be destroyed or erased so that personal information cannot practicably be read or reconstructed.

Any willful violation of this program will result in discipline up to and including termination.

USE OF SPACE HEATERS

Use of Space Heaters Space heaters pose a workplace fire safety hazard, fires can be caused by space heaters without adequate safety features, those that are placed near combustibles, or improperly plugged in. The compliant use of electric space heaters is permitted, if the following requirements are met:

- The space heater must be plugged directly into a wall outlet. Extension cords or power strips

are not to be used

- The space heater is kept away from any combustible material. (refer to manufacturer's instructions)
- The space heater must be turned off when the area is not occupied.
- The space heater must be clear of all materials, nothing on top or touching the heater.
- All heaters must have Underwriters Listed or Factory Mutual approved from their intended use.



- Heaters must have a thermostat to automatically shutdown the unit when the desired temperature is achieved.
- Heaters must be fully enclosed and have a tip-over shutdown feature.
- Heaters missing guards, control knobs, feet, etc. cannot be used.
- Unvented combustion space heaters, such as those fueled by propane, natural gas, and kerosene are prohibited

USE OF DECORATIVE LIGHTING

Decorative Lighting

- All decorative lights must be LED,
- All must be Underwriters Listed or Factory Mutual approved for their intended use:



SEPARATION OF EMPLOYMENT

It is important to remember that employment with the School is at-will, meaning that either the School or you can terminate the employment relationship at any time, for any reason, with or without cause.

EMPLOYMENT AT WILL

All employment with the School is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by you or the School. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at will. No administrator, manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specific period of time or to make an agreement for employment other than at-will. Only the Executive Director has the authority to make any such agreement and then only in writing.

VOLUNTARY RESIGNATION

Should you decide to voluntarily resign, a two (2) week notice or notice as detailed in offer letter is requested so that arrangements can be made. Resignations should be submitted in writing to the Executive Director and include your anticipated last day of work.

Vacation time, accrued but unused will be paid with the next regular payroll. Final pay will be provided at the time of the next regular payroll. All property of the School must be returned upon separation (e.g., keys; phones, laptops, training materials, etc.) before final check will be given to you.

If you are absent for three (3) consecutive days and fail to notify your supervisor, you will be considered a voluntary resignation due to position abandonment and employment will be terminated as having voluntarily resigned.

INVOLUNTARY RELEASE

Any employee who is involuntarily released will be paid up to and including the last day of employment and any unused vacation time on the date of separation. All property of the School must be returned upon separation.

EXPIRATION OF LEAVE OF ABSENCE

Depending on the circumstances, if you are on a leave of absence for longer than the duration approved, you may be terminated from employment. When you, as a former employee, are able to return to the workforce, you may reapply for an open position for which you qualify.

RETURN OF SCHOOL PROPERTY

All employees are responsible for items issued to them by Salem Academy or in their possession or control, such as the following:

- * Computers
- * Other electronic equipment

- * School owned equipment or furnishings
- * Identification badges
- * Keys

You must return all Salem Academy property immediately upon request or upon termination of employment. Where permitted by applicable laws, Salem Academy may withhold from your check or final pay check the cost of any items that are not returned when required. Salem Academy may also take all action deemed appropriate to recover or protect its property

EMPLOYMENT REFERENCES

The Business Office will respond to requests for employment references, and/or verifications of employment, with only dates of employment.

AMENDMENTS

PROCESSING STAFF ABSENCES DURING COVID

At Salem Academy, full-time employees are entitled to 12 paid time off (PTO) days per year. These are both personal and sick days. When an employee needs to use PTO, there are two ways to communicate with their supervisor:

- Advanced Notice: [absence request form](#)
- Less than 24 Hours Notice: email absent@salemacademycs.org, when emergencies arise

Absence Requests v. Emergencies

Absence request forms are for anticipated events: personal, professional development, jury duty, field trips, and vacation (for year-round employees). **We ask that requests for paid time off are made as far in advance as possible (30 days)**. Requests will be reviewed based on a number of factors, including staffing requirements. We do our best to accommodate requests. Our IDP time and days together are important and we ask that staff does everything possible to avoid missing this time. We also recognize that travel is easier and cheaper for everyone if you extend a long-weekend or school vacation week. However, we ask that employees avoid doing so because it's impossible for us to allow everyone who would like to do this to do so. These requests need final approval from Stephanie Callahan, Executive Director.

When an emergency occurs - illness or otherwise, we ask that staff email absent@salemacademycs.org, rather than submitting an absence request that occurs with less than 24 hours of notice. Doing so will notify all supervisors of your absence via text so we can find a way to arrange coverage. In the email you send to us, please include which blocks you need covered, and any duties you support with. **This must be done by 6:30am on the day of the request**

Staff members should complete the Google Doc electronically and SHARE it with their direct supervisor (Steph, Will, Drea, Linda, or Chyna). To do this, make a copy of the template, rename it, fill it out and then share it with your supervisor. Once your supervisor approves it, they will sign it and email it to absent@salemacademycs.org cc'ing you.

Work From Home Requests during COVID

Depending on the essential responsibilities of your role, it may be possible to work from home in the event you need to quarantine or isolate due to the following: COVID-symptoms, exposure to COVID, and/or potential exposure to COVID. **Work from home requests must be approved by the Executive Director.**

Emergency Substitute Plans

Teachers should submit three emergency plans for times when you may be absent and unable to send us plans that pertain to your course at that time. Principals are responsible for reviewing and approving these plans for the Substitute Coordinator. The plans need to be electronically stored in this [Emergency Sub Plans 2020-2021 folder](#). Each teacher will create their own folder with the Emergency Sub Plans folder and label it with their Last Name, Emergency Sub Plans, School Year (eg. Onembo Emergency Sub Plans 2020-21). Your plans should reflect if you are teaching in person or remote. AND if you are expected to be teaching in the building at the time of the absence, the plans need to be printed out and put in your Teacher Desk Binder (click [link](#) to see what needs to be included in the Teacher Desk Binder).

Processing Absence Requests

Emergency Absences

When an unexpected absence occurs, staff members will email absent@salemacademycs.org. They will receive an automated email notifying them that this was received and asking for substitute plans if needed. The Sub Coordinator will then make sure that:

- The coverage needs are logged in the spreadsheet.
- The absence is logged on the Coverage Calendar.
- There is coverage for classes and duties, and plans for the substitute.

Absence Requests

Supervisors will forward approved Absence Requests to absent@salemacademycs.org. The Sub Coordinator will:

- Enter coverage needs are logged in the spreadsheet.
- Enter the absences on the Coverage Calendar and invite the staff member to the event.
- Ensure there are plans for the substitute.
- Book sub coverage and note it in the spreadsheet.

Coverage Opportunities:

If you cover a block for someone who is absent, you may be compensated \$25/block. Fill out a timesheet afterward! Please fill out this [coverage form](#) if you are periodically interested in covering for a colleague during your prep periods. We appreciate your willingness to support!

TEACHER DESK BINDER

Be sure the following documents are in your teacher desk binder which should be left on your desk for substitutes.

- A copy of the daily schedule
 - Indicate ALL periods and the exact times you teach and where.

- Include before school duty, Connections/Advisory, mask break, after school duty, etc.
 - If you teach or support in both the US and LS, please be sure to specify that on the request form
- COVID Building and Classroom Procedures for students
- Campus map
- General classroom rules and expectations (DO NOW procedure, group work expectations, bathroom use, etc.)
 - Include syllabus
- Class rosters
 - Seating charts for each period, including Connections/Advisory.
 - Note any student who has a break pass, community response protocol, IEP/504 accommodations that are needed- mark on roster as well
 - Note any student who has allergies
- Copy of phone extension list
- Lesson plan for the day (not emergency plan)
 - Photocopies of work for all students
 - Any needed answer keys and work shown to help sub.
- Fire drill procedures
 - Red and Green staff signs
- ALICE procedures
- School calendar
- Three copies of Emergency Substitute Plans for each period, including what to do during Connections/Advisory (take attendance on paper and have a student bring absences to office).
 - Leave a note detailing what you need to know about each period. Be sure to include routines/procedures (ex. do now, exit ticket, homework, attendance, behavior, student jobs, etc.)
 - Leave all materials on the center of your desk.
 - These plans should be kept in your teacher binder and should be replaced if used.

HANDBOOK ACKNOWLEDGMENT OF RECEIPT

Please sign this page, or complete the Google Form received via email, as proof of acknowledgment. A record of acknowledgement will be kept in employee personnel files.

I hereby acknowledge that my signature below indicates that I have received a copy of the Salem Academy Charter School Employee Handbook, and I have been made aware of the Salem Academy Charter School policies and procedures. I understand that it is my responsibility to read and comply with these policies. It is also important to know that information on additional regulations, policies and laws are also available online at www.Salemacademycs.org, found on the Resources page.

Salem Academy Charter School reserves the right to modify, eliminate and/or revoke, any and all portions of the policies and procedures as described at any time, with or without notice. I understand that a change in the policies supersedes and replaces any and all previous employee handbooks, standard operating procedures and statements issued by Salem Academy Charter School, written or oral. As the school provides updated policy information, I accept the responsibility for reading and abiding by the changes.

I further understand that any questions that I have regarding this handbook may be directed to my supervisor, human resources or the Executive Director.

Printed Name:

Signature: _____

Date: _____