



## **TECCA POLICY HANDBOOK** **2017/2018 School Year**

The Mission of TECCA is to offer Massachusetts students a quality online alternative to the traditional classroom by a supportive, individualized program of study; effective instruction; engaging learning experiences; and diverse curriculum offerings to stimulate curiosity, advance personal growth, and promote academic achievement.

## PURPOSE OF THIS POLICY HANDBOOK

This TECCA Policy Handbook (TPH) is designed to articulate the contractual policies, responsibilities and expectations that govern employment at TEC Connections Academy Commonwealth Virtual School (TECCA). The Commonwealth Virtual Public School District of TECCA is a new and rapidly evolving organization. As such, it is reasonable to believe that a circumstance may arise which does not have appropriate explanation within this TPH. Should a faculty/staff member have a question which does not appear to be answered in this TPH, the employee is encouraged to seek out any member (including Administration) in their professional support network with the belief that a reasonable and swift outcome will result. All questions/concerns are welcomed as it fosters a more comprehensive TECCA Policy Handbook which best serves all of TECCA. Notwithstanding compliance with Massachusetts General Laws, and regulations guaranteeing Professional Teacher Status rights and privileges, the TECCA Policy Handbook shall be reviewed and approved by the Board on an annual basis.

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**LENGTH OF EMPLOYEMENT**

**Length of Employment:** All employees are hired initially, on an annual basis, for their first three years of employment. TECCA may elect to not renew an employee’s contract at the end of each year without stating a reason. Such notification will be made by May 15<sup>th</sup>. Similarly, an employee may be dismissed without notice or cause within the first Ninety (90) days of employment.

At the successful conclusion of an employee’s third year, the employee has earned Professional Teacher Status (PTS) after which time the employee will be considered to be continuously employed by TECCA unless the District terminated employment for cause, or the employee resigns.

By June 15<sup>th</sup> of the concluding school year, the Superintendent shall provide each employee a “Compensation and Assignment Statement” which articulates, for the following school year, the teacher’s

instructional assignments within TECCA, the compensation for such assignment, and other relevant/pertinent information about the employee's position, start date, salary adjustments, etc.

**Conditions of Employment:** Employees are responsible for ensuring and presenting their academic credentials and licenses upon request, and in-time to comply with State requirements.

**Truthfulness in Application:** If it is found after employment begins that any information provided on the application was false or misleading, or that information that could be detrimental to the school or company was withheld during the interview and/or hiring process, employment may be terminated.

**Employment Documentation:** Upon acceptance of a job offer and prior to beginning work, all newly hired teachers must schedule an appointment with Marc Richard, Director of Human Resources to receive and review all required paperwork including benefit eligibility. Marc Richard can be reached at: marichard@tecca.com.

**Form I-9 Compliance:** The United States Government requires every employer to verify the identity and employment eligibility of its teachers by asking them to provide proof of their identity and their legal right to work in the United States. Therefore, within three (3) days of beginning employment with TECCA, you will be required to complete a Form I-9. You should bring proof of your identity and your legal right to work in the United States with you on your first day of work. If you fail to provide information to confirm your identity and employment eligibility, you will be subject to immediate discharge.

**Reference Checks:** TECCA may conduct reference checks to determine an applicant's appropriateness for a position. A reference check is defined as an inquiry about job performance from people identified by the applicant. Hiring Managers may contact at least 3 professional references prior to extending an employment offer to an applicant.

**Personnel Files:** TECCA and Human Resources maintains personnel files for each teacher. These files contain documentation regarding important aspects of the teacher's relationship with TECCA, such as performance appraisals, beneficiary designation forms, disciplinary warning notices, and letters of commendation from administrators. The "My HR IA" will be created for each Employee as an electronic warehouse of these documents.

You may review your personnel file or obtain copies of your file within five (5) school days of receipt of a written request to the Human Resources Department.

As soon as possible please notify the Human Resources Department of:

- Emergency Contact Information
- Change of Address
- Legal change of your name
- Change of marital status
- Wish to change your tax exemptions

**Teacher Licensure:** Teachers are required to possess Massachusetts licensure from the Department of Elementary and Secondary Education (DESE) appropriate to their position and to provide a copy of licensure to the Director of Human Resources at the time of employment and upon renewal. Lack of appropriate licensure may be grounds for termination. Each teacher is responsible for keeping their license current. Applications for licensure must be made directly to the Massachusetts DESE as the granting authority. All

teachers are expected to be certified and/or licensed in their fields of assignment as required by the MA DESE as well as other licensing agencies with jurisdiction over the particular position, such as the Board of Registration.

## BACKGROUND CHECK POLICY

**Criminal Offender Record Information (CORI):** Pursuant to Chapter 385 of the Acts of 2002, TECCA will ask all job applicants at time of employment offer, as well as volunteers and consultants to complete a background or CORI (Criminal Offender Record Information) check as a part of a general background check for employment. TECCA will ask all current teachers to complete a CORI upon the expiration of their past CORI, or every three years. The following practices and procedures will be followed:

- CORI checks will only be conducted as authorized by the Department of Criminal Justice Information Services (DCJIS).
- All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
- An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by DCJIS.
- Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
- If a criminal record is received from DCJIS, the authorized individual will closely compare the record provided by DCJIS with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

Before asking any questions about the criminal record or making an adverse employment decision, TECCA will provide a copy of the subject's criminal record to the individual, along with a copy of the TECCA CORI policy. The individual will be informed of the information in the CORI that is the basis for the potential adverse action and given an opportunity to dispute the accuracy and relevance of the CORI record. Applicants shall be provided with a copy of the DCJIS *Information Concerning the Process in Correcting a CORI*. If the CORI record provided does not exactly match the identification information provided by the applicant, TECCA will make a determination based on a comparison of the CORI record and documents provided by the applicant. TECCA may contact DCJIS and request a detailed search consistent with DCJIS policy.

If TECCA reasonably believes the record belongs to the applicant and is accurate, based on the information as provided in section IV on this policy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

Relevance of the crime to the position sought;

- a. The nature of the work to be performed;
- b. Time since the conviction;
- c. Age of the candidate at the time of the offense;
- d. Seriousness and specific circumstances of the offense;
- e. The number of offenses;
- f. Whether the applicant has pending charges;

- g. Any relevant evidence of rehabilitation or lack thereof;
- h. Any other relevant information, including information submitted by the candidate or requested by the hiring authority

**Fingerprint-Based Criminal History Record Information:** Fingerprint-based CHRI checks will only be conducted as authorized by M.G.L. c. 71, §38R and 42 U.S.C. § 16962, 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, *et seq.* All TECCA teachers are 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/ teacher will be provided with all information needed to successfully register for a fingerprinting appointment [e.g., IdentoGO web site address, Provider Identification Number (Provider ID)].

All CHRI is subject to strict state and federal rules and regulations in addition to Massachusetts CORI laws and regulations. CHRI cannot be shared with any unauthorized entity for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the Massachusetts Department of Criminal Justice Information Services (DCJIS) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Title 28, U.S.C, § 534, Pub. L. 92-544 and Title 28 C.F.R. 20.33(b) provide that the exchange of records and information is subject to cancellation if dissemination is made outside of the receiving entity or related entities. Furthermore, an entity can be charged criminally for the unauthorized disclosure of CHRI.

A copy of an individual’s suitability determination documentation must be provided to another school employer, or to the individual, upon request of the individual for whom the school employer conducted a suitability determination.

#### REQUIRED DOCUMENTATION

Any documentation or forms, either paper or electronic, that are required by Human Resources must be completed and returned to Human Resources within three (3) days of the first date of employment.

#### EQUAL OPPORTUNITY POLICY

The principles of equal employment opportunity are a vital element in our success. These principles extend to all aspects of employment including recruitment, hiring, assignment, training, compensation, benefits, terminations, educational assistance, social and recreational programs, promotions, and transfers. We are committed to creating and fostering a work environment free from unlawful discrimination and harassment and one in which decisions and terms of employment are not based in any way on race, creed, color, religion or religious affiliation, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, or other category protected by law.

We are committed to providing an accessible work place for all employees. We will make reasonable accommodations on behalf of individuals of which we are aware of such a need. Employees in need of accommodation should contact Human Resources.

## LENGTH OF SCHOOL YEAR/DAY

The Superintendent shall publish, by May 31, the faculty calendar for the following school year.

- The Work Day shall be Eight (8) Hours - 8:00am – 4:00pm. Exceptions may be considered pending Administration’s approval.
- Teachers shall be given a 45-minute lunch break to be taken between 10:00am-2:00pm
- Full-time TECCA teachers shall work no greater than 195 and no less than 190 days. All State and National Holidays will be observed with school vacation weeks closely aligned with public school calendars. The precise length of the teacher school year shall be included in this calendar.

New Teachers must report to the Office two (2) days before the first return date for faculty to participate in an Orientation and Induction Program, coordinated with District Leadership and implemented throughout the school year.

All Faculty and Staff must successfully complete a series of Trainings and Orientation and satisfy local and federal laws and regulation, but support the skills development that new-year onboarding requires.

## TEACHER COACHES

Coaches are experienced and “proven” TECCA teachers who volunteer to provide individual support to a new teacher through the entire school-year onboarding process. After receiving an endorsement from their own Manager, prospective Coaches “apply,” during an Open Application period.

- Coaches must have a minimum of two (2) years of experience at TECCA, and three (3) years of experience in their content area.
- Coaches are selected based on their documented proficiency in their content area, and based on the content alignment with the prospective Mentee.
- Coaches create a regular meeting time with their assigned teacher, and maintain regular communication and have a documented log of such meetings.
- All Coaching assignments are one school year in length.
- New Coaches will also be required to attend a training “workshop” during the summer, which will satisfy eligibility to Coach for three-years.
- Coaches join/meet their Assigned Teachers the day before “Activation Week” begins
- For SY1718, Mentors receive an annual stipend of \$950, to be paid in three installments: September 30, January 30, and May 30

TECCA has adapted the Department of Education publication “Guidelines for Induction Programs” to create a mentoring program that suits a virtual learning environment. Please refer to the “TECCA Virtual Educator Induction Program Guide” for a greater explanation of the duties and responsibilities for Coaches and New Teachers.

It is recognized that fulfillment of duties and responsibilities of a mentor will involve use of the educators’ preparation and/or personal time, lunch time, and/or after school time. Any release time for mentoring functions shall be subject to the approval of the Superintendent. Any evaluation of the mentor’s participation and duties will not be part of that educator’s official personnel file, but may only be utilized in conjunction with the participants of this program for analysis of its efficacy.



## RESPONSIBILITIES OF THE TECCA TEACHER

All teachers are expected to demonstrate a professional, cooperative, knowledgeable, and courteous demeanor in all interactions with students, parents, colleagues, and all members of the TECCA school community.

Expectations regarding the fulfillment of professional responsibilities:

- Carry out instructions and directions issued by managers, and perform job responsibilities in a satisfactory manner.
- “Arrive” on time and be regular in attendance. In a Virtual Learning Environment, “Arrive” indicates “Log-in” such that whether an employee works in the Office or At-Home, every employee is actively at work at 8:00am.
- Teachers are advised that TECCA telephones, supplies, equipment, and general and subcontracted goods and services are for professional use only.
- Excessive personal calls during work time, or use of supplies, services, or equipment for personal reasons are not allowed. Inappropriate use of equipment, supplies, or services of any kind may result in termination.
- Complete all grading, create progress reports, and conduct parent conferences in a timely manner.
- Support the instructional program with asynchronous web conferencing sessions and instruction supplemented with self-paced curriculum work.
- Review curriculum and devise alternate approaches to presenting lessons to increase student understanding (working directly with students and parents).
- Communicate with parents, students and other teachers on a regular basis to develop and update Personal Learning Plans and schedules, score assessments, provide feedback on student work, suggest instructional approaches and strategies, monitor completion of assignments and coach special projects.
- Work collaboratively with other teachers to ensure that all students are successfully progressing through the program that parents have a central point of contact, and that tasks are distributed among the teachers.
- Develop a strong knowledge of the entire program’s K-12 curriculum and a very detailed knowledge of the courses for which responsible.
- Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects.
- Communicate regularly with parents, students, and curriculum specialists through use of computer and telephone.
- Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts.
- Consult with other teachers and staff learning specialists to develop alternate enrichment activities and modifications to students’ programs to increase student understanding.
- Work with other teachers to coordinate social activities for students.
- Collaborate, coordinate, and attend assigned regional field trips and make efforts to integrate trips into the curriculum.
- Develop and implement virtual methods of creating and maintaining a “school community” (i.e. utilizing the TECCA Auditorium, stream LL, stream through TECCA YouTube channel);
- Participate in the organization and administration of the State Testing, as directed.

- Meet all metric due dates and deadlines.
- Participate in student outreach sessions and other activities that require teacher representation.
- Work with Advisory Teachers and School Counselor to ensure students and families are receiving appropriate communications, students are making adequate progress and established goals are being met.
- Other duties as assigned by administration.

Live Lesson (LL) Expectations:

- Share the “Homeroom Announcement Pod” weekly
- Hold virtual, through LiveLesson, parent teacher conferences once per semester;
- Provide LiveLesson plans when absent;
- Teach one LL per course per week;
- Integrate one MCAS release type task-question into each LL;
- Include a prompt or formative assessment-type activity for students to complete/submit;
- Greet all students as they “enter” the classroom while the camera is on, and while dressed in professional and appropriate attire;
- Read/highlight provided Announcements;
- Take and record LL attendance; and
- Record and then post all LLs on message board within 24 hours.

## CAREER LADDER OPPORTUNITIES

**Career Ladder Overview:** As a single-school district, TECCA needs to have a strong infrastructure to support all the elements that must work interchangeably to facilitate success. The TECCA Career Ladder is designed to support teachers who both possess aptitudes and interests in a particular area and who wish to apply that to a needed area of TECCA leadership. These positions foster a teacher’s professional growth, and their involvement and contributions will have a direct impact on the growth and success of the District. The four levels represent a framework, a series of positions that together, allow the systems within TECCA to operate efficiently and appropriately. Each increase in level on the Career Ladder is accompanied not just with an increase in compensation, but with an increase in responsibility, management, and leadership. Only 10 month teachers may apply for Career Ladder positions; each position is renewed annually.

**Career Ladder Infrastructure:**

- Master Teacher: The Master Teacher has administrative and supervisory responsibilities within a particular “school.” Master Teachers provide direct Management over a set of teachers, coordinator the instructional and operational programs within the particular “school” and contribute to the TECCA Leadership Team in the development and support of District Initiatives and Priorities. Master Teacher Positions exist: K-5, 6-8, and 9-12 has two positions, and add 15% to the Employee’s Base Salary
- Specialist Teacher: Represents leadership of a larger TECCA system that general affects students across K-12, and carries a 12% increase in base salary
- Lead Teacher: Holds a leadership role of an important system that is more topic/issue-specific and carries a 9% increase in base salary
- Coordinator: A position with a specific task/function associated, and carries a 4% increase in base salary

## WALPOLE OFFICE SPACE

**Cubical:** Teachers are required to keep their work environment clean and orderly. Before departing at the end of the workday, all teachers should log off all equipment and clean and organize the space for the next day.

**Lunchroom:** Many teachers and other TECCA staff use the TECCA lunchroom on a regular basis. Be respectful of your colleagues and do not leave dishes in the sink or old food in the refrigerator. Be cognizant of yourself and please leave lunchroom table and space clean and ready for the next user.

**Parking:** Teachers are to use the parking lot at the rear of the building and enter the building through the door by the playground.

**Photo ID:** All staff is expected to visibly wear their ID when at the Walpole office. Please note that the ID is also a key to the playground and front entrances.

## SCHOOL OFFICE CLOSURE

In the event that the school's office(s) must close due to an unexpected emergency (such as hazardous weather conditions) a "must read" WebMail notice will be sent from the school to all families explaining the details of the office closure. The school also records a voicemail message announcing the details of the office closure on the school's voicemail system.

**TECCA uses an auto text alert system called "Rained Out" to notify staff of closings or changes in operations due to inclement weather. All staff should text TECCA to 84483 to subscribe. This should be done annually.**

Whether the Walpole office is open or closed, all staff members are expected to work a full day. Should the particular event cause a hardship (i.e. children at home, power outages, etc.) the Employee is expected to reach out to their Manager to notify of the situation.

If the office is open and you decide that you do not want to attempt to come to work due to inclement weather, you must contact your supervisor in accordance with your school's call out policy/procedure.

If a teacher is expected, or requested, to work from home, the teacher will receive standard compensation for hours worked. If a teacher who is expected, or requested, to work from home and for some reason is unable to work, the teacher must use paid time off.

During a partial-day office closure, teachers without work at home privileges are not expected to work during the time period of the closure and would not be required to use paid time off for that time. Teachers without work at home privileges will be compensated for the duration of the partial-closure.

## WORK AT HOME POLICY

Teachers are eligible to work at home on a full-time, part-time basis after the Teacher has demonstrated proficiency in all professional responsibilities, the Manager recommends the change in assignment to the Superintendent, and the Superintendent approves the transfer. Specific Work-at-Home (WAH) guidelines are articulated below. At any time, with a documented concern (or a single-event or pattern of behavior), a Manager can revoke the Teacher's Work-at-Home assignment for a temporary or permanent length of time

All new teachers are expected to report full-time to the Walpole office for a minimum of the first semester. Following a collaborative Mid-Year Review process, a determination of WAH privilege may be made, as described

above, should proficiency be demonstrated.

This policy does not apply to teachers who request to work at home as an accommodation for a disability under the Americans with Disabilities Act. For information regarding such requests, please refer to the Accommodation of Disabilities policy in this handbook.

### **Work at Home Guidelines**

Work Environment: Teachers are required to establish an appropriate work environment within their homes, in accordance with the requirements described in this policy. Teachers' residences generally must be located in the same state as their assigned work location. Exceptions must be approved in advance by Human Resources.

1. Work Hours: Teachers who work at home are required to work the same "core hours" (e.g., 8:00 am – 4:00 pm), the same number of hours (40 hours per week), and be entitled to the same 45-minute break as other teachers at their assigned office location.
2. Contact Information: Teachers who work at home must provide Shayla Carter, Executive Assistant at TECCA; and Marc Richard, TECCA Human Resources Director with their home telephone numbers and mailing address.
3. Communication: Teachers who work at home are required to communicate with their Managers in a manner and frequency consistent with other teachers at their assigned office location. Teachers should consult with their Managers to discuss their respective expectations, as well as logistical issues that may arise.
4. Accessibility: Teachers who work at home must be accessible by phone and internet, consistent with the expectation of in office requirements. If a teacher will not be available for a period of time greater than one (1) hour during his/her core hours, the teacher must notify his/her Manager, and an appropriate away message must be placed on the teacher's IM.
5. Responding to Voice Mails
  - a. Requirement: ALL teachers who work at home are required to respond to messages within 24 hours.
  - b. Exception: Adjunct teachers are required to check their work voice mailboxes at least once per day, and return calls from their Managers within twenty-four (24) hours.
6. Responding to Google Hangout Messages: Teachers who work at home are required to respond to Google Hangout Messages within (20) minutes during normal work hours.
7. Off-Site Responsibilities: Teachers who work at home will be given an "assigned office/hub location." In addition, teachers must be available to conduct home visits, attend field trips and other school-related events, act as proctors for state testing, and perform other duties as assigned.
8. Evaluation: Evaluation of a teacher's performance while working at home may include daily interaction by phone and email. Evaluations will be similar in content and frequency to the evaluations received by teachers at the assigned office location, but with additional focus on work output and the completion of objectives, and less focus on time-based performance.
9. Confidentiality: Teachers who work at home must take steps to prevent proprietary and/or confidential information regarding the company, its teachers, students, and its clients from being stolen or otherwise accessed. Teachers should use locked file cabinets, disk boxes, and desks; practice regular password maintenance; and take other steps, as appropriate. Portable Media such as flash drives, floppy disks, CDRs, etc. should not be used to store or transport confidential data under any circumstances without authorization from the MIS department. Teachers must still abide by our Information System Policies. It is recommended that no confidential data be printed from the teacher's residence. If confidential data is printed, it must either be returned to office or shredded.

10. Contact with Students and Other Individuals

- a. Home Telephone Numbers: All work numbers should be answered professionally and by the teacher only. All work numbers should have a professional voicemail message that indicates the teacher's name and school. Families who need to contact a teacher may also request a phone call via WebMail, leave a message in the teacher's work voice mailbox, or, if the request is urgent, call the employer's toll-free number and speak with a support representative. It is the teacher's responsibility to ensure the safety and security of that phone line.
- b. Home Office: Teachers who work at home are prohibited from granting access to their homework location to students, potential students, their families or caregivers.

11. Child / Dependent Care\*: Working at home should not be used as a means of providing and/or replacing child / dependent care. The purpose of the work-at-home arrangement is to facilitate job performance and meet the school needs. Teacher working at home should not act as primary caregivers for dependents. Dependents may be present in the teacher's home; however, the dependents must not require the teacher's attention during normal work hours. Teachers considering a work-at-home arrangement are encouraged to discuss expectations of telecommuting with family members prior to entering into such an arrangement.

\*Adjuncts are exempt from this provision.

12. Expenses

- a. Mail: Teachers who work at home may request reimbursement of costs incurred in mailing materials to their students. A receipt from the post office is required for reimbursement.
- b. Travel: Travel expenses are only reimbursable if the location where the teacher is traveling is farther away (in miles) than the distance between teacher's residence and the home office in Walpole. Expenses associated with traveling to the teacher's "assigned work location" for a meeting with his/her Manager are not reimbursable.
- d. Home Office: Teachers are responsible for all costs and expenses associated with the setup of a home office / workspace (e.g., costs associated with remodeling, furniture, lighting, repairs, modifications, etc.). Repair, upgrading and/or replacement costs and liability for teacher - owned equipment and furniture used during the work-at-home arrangement is the responsibility of the teacher.

9. Computers

- a. Work-At-Home Teachers (Full-time): Teachers must take appropriate steps to protect all company-owned equipment from damage and theft. TECCA will maintain an inventory of all equipment and/or materials that are provided to teachers working at home. Such equipment will remain the property of TECCA at all times. Upon termination of employment, teachers are required to return all company-owned equipment and other property to TECCA, unless other arrangements have been made.
- b. Other Work-at-Home Teachers: Teachers who work at home on a short-term or occasional basis, or as Home-Based Part-time Teacher (Adjunct teachers, Part-time Speech Language Pathologists, and Substitute Teachers) are responsible for providing their own computers and related equipment. TECCA is not responsible for loss, damage to or repairs of any teacher - owned equipment. Teacher - owned equipment must meet certain minimum requirements, as determined by TECCA's MIS Department. TECCA reserves the right to modify equipment requirements with or without notice, at its sole discretion.

10. Broadband Service: All teachers who work at home (on a full-time basis, a part-time basis, on a short-term basis, or on an occasional basis) are required to maintain broadband access to the Internet, as well as a dedicated phone line that is available during working hours.

## WORK AT HOME CLASSIFICATIONS

### Full-time Work at Home:

1. Definition: “Full-Time Work-at-Home (FT WAH) teachers” are full-time teachers who work from an office at home five (5) days per week. For recordkeeping, training, meeting and administrative purposes, FT-WAH teachers are not assigned a designated in-office work space/cube, and have applicable documents mailed to their residence.
2. Eligibility
  - a. Applicants: In certain circumstances, an individual applying for a position, who resides “outside a commutable distance to the home office in Walpole,” may be offered the option of FT-WAH status. Such offers are only granted at the beginning of the school year, once the candidate/employee attends the entire Pre-Planning Period in its entirety, and demonstrates proficiency on all applications at the conclusion.
  - b. Current Teachers: Generally, teachers must work/report as a Full-Time Work-at-TECCA (FT-WAT) employee for at least one semester, and earn Proficient ratings at their mid-year review year, to be eligible for FT-WAH privileges
  - c. Revocation: All teachers should understand that FT-WAH is a privilege, and such status may be revoked at any time for any reason, such as if a decline in professional performance warrants direct oversight at the office.
  - d. Exceptions: Exceptions to these requirements may be made under certain circumstances, at the discretion of Administration.
3. Procedure
  - a. Applicants: Work-at-home status is defined in the interview process, and noted in the offer letter.
  - b. Current Teachers: Requests for change in WAH/WAT status should be directed to the employee’s supervisor, who will consult with Human Resources to review the merits of the application/request. Factors to be considered include, but are not limited to, school needs, teacher’s job duties and responsibilities; prior performance; work habits; and ability to work with minimal supervision.
4. Duration: Requests for home-based arrangements are reviewed on an annual basis. Procedures are implemented in May of each school year to ascertain teachers’ WAH/WAT preference, and determinations are made based on available space, and assignments are communicated to staff in their “Compensation Statement” provided in June.

### Part-Time Work at Home:

1. Definition: Home-based Teachers (PT) are part-time teachers who work at home or at an alternative location. These teachers include Adjunct teachers, Part-time Speech Language Pathologists, and Substitute teachers. Adjunct teachers are required to consult with their Managers to schedule their “core hours,” which will consist of a minimum of three (3) office hours per week between the hours of 9:00 am and 5:00 pm (e.g., Mondays, Wednesdays and Thursdays from 9:00 am – 10:00 am, Thursdays from 2:00 pm – 5:00 pm, etc.).
2. Eligibility: All adjunct teachers, SLP PRNs, and Substitute teachers enter into a work-at-home arrangement when they are hired.
3. Duration: All teachers are hired with the expectation that they may or may not work at home while employed. However, TECCA reserves the right to discontinue the arrangement at any time, with or

without notice, in its sole discretion.

## REMOTE ACCESS POLICY

Remote access is a generic term used to describe the accessing of TECCA's computer network by individuals not located at the primary office. TECCA provides several options for access to corporate and school resources. This remote access may be required for traveling teachers, teachers who regularly work from home, or teachers who work both from the office and from home. In many cases, both the company and the teacher will benefit from the increased flexibility provided by a remote access program. Each user's need to access company resources remotely will be reviewed and approved by the department head and MIS on a case-by-case basis.

Participation as a remote access user may not be possible for every teacher. Remote access is meant to be an alternative method of meeting individual and TECCA's needs. TECCA may refuse to extend remote access privileges to any teacher or terminate a remote access arrangement at any time.

**Equipment and Tools:** TECCA may provide tools and equipment for remotely accessing the network. This may include computer hardware, software, phone lines, e-mail, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment and software provided by TECCA for remotely accessing the company's computer network is limited to authorized persons and for purposes relating to company school. The company will provide for repairs to company equipment. When the teacher uses her/his own equipment, the teacher is responsible for maintenance and repair of equipment.

**Use of Personal Computers and Equipment:** The MIS department may only be able to provide limited support for equipment and software that is not purchased or owned by CE.

CE will bear *no* responsibility if the installation or use of any necessary software causes system lockups, crashes, or complete or partial data loss. The teacher is solely responsible for backing up data on their personal machine before beginning any company work. At its discretion, the company will disallow remote access for any teacher using a personal home computer that proves incapable, *for any reason*, of working correctly with the company-provided software, or being used in a production environment. There are several key requirements that a teacher must meet before gaining remote-access privileges to our company resources.

**High-Speed Internet Connections:** Only users with acceptable broadband connections will be approved to work remotely. No users with dial-up connectivity will be granted the ability to work remotely. If you have a high-speed connection to access the Internet from home on your own computer or during travel, you are required to have a personal firewall and active virus protection software installed on the computer to prevent unauthorized access to the computer. MIS must inspect and confirm the settings of any software-based firewall. If MIS cannot confirm the settings and the computer cannot be brought into the office for inspection, your ability to work remotely may be revoked.

If you have an existing high-speed Internet connection at home, and you use a stand-alone firewall or router appliance to protect your entire home network, you may not be required to run personal firewall software. The home router or firewall device must be configured to mask the computers behind it by using Network Address Translation (NAT) or a proxy, and it must not allow unsecured external access to any resources on your home network.

**Anti-Virus Software:** All computers accessing company resources are required to have active anti-virus software installed and configured to automatically update each time the computer is connected to the Internet. You will need to coordinate with MIS to install the required software. If you already have another anti-virus package installed, you must verify that you are paying for an active subscription to pattern updates or you will be required to uninstall that application and install our corporate anti-virus application. No trial software will be accepted as proper protection.

MIS reserves the right to routinely inspect and verify that you have the proper safeguards in place on your home network and computer, and to revoke VPN access to the company network at any time that we find or suspect that you are maintaining your computer or network in an unsecured environment.

## ATTENDANCE

Each teacher has a primary work location and work schedule for the purposes of this policy.

A teacher is responsible for being on time every day that he or she is scheduled to work. Teachers are responsible for completing a leave request for any absence as required by Human Resources

Teachers are required to call their manager each day they will be absent or late and must gain manager approval to leave work early. Notifying a fellow teacher is not sufficient. In your message to your manager regarding an absence, you must inform the Manager of your alternate plans for LL and any scheduled meetings, especially IEP and 504 commitments. If you are unable to make the contact yourself because of illness, emergency, or for some other reason, you must have someone make the contact on your behalf. This is only appropriate if you are completely unable to make the contact yourself.

If you are absent because of illness for three (3) or more successive days, you must submit written documentation from your doctor or be required to convert the days absent to other forms of paid leave, if available, or to unpaid leave. If you are absent three (3) or more days because of illness, you will be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. These absences may be designated as family/medical leave depending on the circumstances.

Arriving late, or leaving early, without permission from your Manager can be detrimental to TECCA. Three (3) such incidents in a ninety (90) day period may be considered acts of insubordination and may result in disciplinary action.

## DRESS CODE

Even though we work in a virtual environment, the dress and grooming of teachers should be clean, neat, and appropriate for the TECCA office, LiveLesson room, Google Video Chat, and/or any in-person TECCA event. As a guide, inappropriate clothing includes jeans, beachwear (short-shorts, midriff tops, sleeveless shirts), sexually provocative clothing, hats, and profane language or symbols that interfere with the educational process. Jeans, while not considered professional attire, are appropriate to wear on Fridays and at other times depending on the activity/event planned. Perfume and cologne should be used with restraint in respect for students and staff with allergies.



## GENERAL COMPENSATION

**Salary:** The TECCA Board of Directors, with recommendations from the Superintendent of Schools, establishes salary schedules for all teachers. The Superintendent of Schools assigns all TECCA teachers an initial salary placement/rate of pay. New teachers may be given credit upon initial employment for previous full-time relevant employment and, additionally, for educational credit/degrees at the discretion of the Superintendent of Schools. Teachers/employees hired after the first day of the school year shall be paid on a pro-rated basis according to the percentage of the total number of school days employed.

**Pay Period:** Teachers are paid semi-monthly on the fifteenth (15<sup>th</sup>) and the thirtieth (30<sup>th</sup>) day of each month except when the pay date falls on a Sunday, in which case teachers will be paid the Friday beforehand. Advances in pay are not permitted.

- Administrators, and twelve-month employees, will have compensation payments spread over twenty-four (24) equal payments, except where state statutes or regulations require otherwise. In accordance with the law, all mandatory federal, state, local, and other deductions will be taken from a teacher's semi-monthly pay.
- Ten-month teachers (employees) are able to select one of the following payment schedules each school year:
  - Option A: Twenty-four semi-monthly payments on the 15<sup>th</sup> and 30<sup>th</sup> throughout the twelve months
  - Option B: Twenty semi-monthly payments, issued on the 15<sup>th</sup> and 30<sup>th</sup>, with the final payment on June 30<sup>th</sup> representing a "Lump Sum" payment of remaining compensation

**Bonus Potential:** Teachers are eligible for a bonus incentive calculated as a percentage of their annual salary, in addition to any career ladder compensation and other bonus eligible earnings. The percentage is determined based upon an Employee's end-of-year performance evaluation and affected by the attainment of TECCA's School Improvement Goals. Bonus payments are made no later than October 31<sup>st</sup> of the following school year. School staff must be employed on the date in which bonuses are paid to receive the bonus. Teachers who leave the school and are rehired within the same bonus incentive plan year are eligible for incentive compensation based upon their rehire date. All bonuses are discretionary and dependent on the financial condition of the school.

**Intent to Return:** School ten-month educators who indicate ITR-No, (Intend not to return) the following school year, and who indicate their intent not to return by April 1<sup>st</sup> (or a date set by the Superintendent) of the current school year, are (1) eligible for fifty (75) percent of their bonus potential, provided they complete the current school year in its entirety, and (2) are not eligible to buy back unused Sick or Vacation Time. School ten month educators who intend to retire at the end of the school year, will be eligible for the entire bonus. TECCA reserves the right to request documentation of retirement.

School ten-month educators who are Not-Renewed for the following school year are not eligible to buy back unused Sick or Vacation Time.

**Annual Pay Adjustments:** Increases to salary schedules or pay rates are at the sole discretion of the TECCA School Board. Such increases are effective at the start of the school year, which is considered to be the first work day of the following school year. A new teacher must be employed for a year to be eligible for consideration of an increase for the start of the following fiscal year.

**Payroll Deductions:** The amount of your paycheck is not the full amount of wages earned. Part of your pay is withheld due to deductions, and will be set aside either to meet government requirements (such as taxes, applicable pension contributions) or for specific purposes authorized by you. Keep your check stub or statement – it shows the amount of your earnings for the pay period, accumulated earnings for the year, deductions made, and other important information. For income tax purposes, we will provide you and the Internal Revenue Service a statement of your yearly earnings and taxes withheld. This statement is known as the “W-2 Withholding Statement” and will be issued to you before January 30.

**Social Security:** As a teacher of a Massachusetts public employer, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job, through the Massachusetts Teachers Retirement System (MTRS). MA teachers must enroll in the MTRS. This compulsory membership program establishes five contribution levels of 5, 7, 8, 9, and 11 percent, with newer members paying the higher amount. Two percent (2%) of any annual income over \$30,000 is also deducted except for those contributing 11%.

**Direct Deposit:** You may have your paycheck deposited directly into your savings and/or checking accounts at a participating bank. All TECCA teachers are encouraged to have their paycheck directly deposited. Teachers may split their deposits between a maximum of three accounts. There is no charge to the teacher for direct deposit.

**Error in Pay:** Every effort is made to avoid errors in your paycheck. Teachers are responsible for reviewing their pay checks in a timely manner for accuracy. If you believe an error has been made, let the Human Resources know immediately.

## REIMBURSEMENT OF EXPENSES

**Reimbursement of Personal Expenses:** TECCA will reimburse teachers for many, but not all, expenses incurred in the performance of his/her job function. Manager authorization is required prior to incurring the expense. To be reimbursed for authorized expenses, Employees submit a request through the TECCA Expense Reimbursement Portal (found in IA#[2218506](#)), and provide appropriate documentation via their Manager.

**Travel:** Some Teachers may have the opportunity to travel within the United States for TECCA business. The compensation a teacher receives depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours.

**Tracking and Reporting Travel:** Teachers are responsible for accurately tracking, calculating, and reporting travel time on their travel time sheet in accordance with this policy. Meal periods, when taken, should be deducted from all travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

If a teacher requests a specific travel itinerary or mode that is different from the one authorized, only the estimated travel time, rounded to the nearest half-hour, associated with the schedule, route, and mode of transportation authorized will be reimbursed.

**Tuition Reimbursement:** The Superintendent will establish a tuition reimbursement fund in the amount of \$25,000.00 a year (September 1 – August 31). All benefits-eligible employees are eligible to participate to claim a potential maximum annual contribution of \$1,500.00. Using the [TECCA 2017-18 Tuition Reimbursement](#)

[Request Form](#) (found in IA#[1964139](#)), employees may submit an application for reimbursement for graduate coursework, professional workshops that support licensure and/or professional development. Final reimbursement will be approved upon the submission of a Transcript (indicating coursework final grade(s) of B or better) or a Certificate indicating similar completion of a workshop or professional development offering. At the beginning of each school year, the Superintendent shall present the Tuition Reimbursement Process to all faculty. Following that introduction, a two-week open application period will precede a two-week review period. In the event that more than the budgeted funds are requested, a lottery/review will take place prioritizing need based on immediate licensure/certification status, previous tuition contribution to a single graduate program, and chronology of application submissions. Employees receiving a Tuition Reimbursement Award will be notified via DocuSign.

## TEACHER BENEFITS

TECCA offers many benefits to teachers. For a full explanation of Medical/Health, Dental, Vision, Flexible Spending, and Life Insurance benefits and options, please contact Marc Richard in Human Resources at

**Paid Vacation and Holidays:** Paid vacation and holiday leave is provided each calendar year. With regard to the 2017-2018 TECCA School Calendar, the following days are considered paid vacation and holidays:

Labor Day, Friday before	Friday, September 1
Labor Day	Monday, September 4
Columbus Day	Monday, October 9
Veterans Day	Friday, November 10
Thanksgiving Break	Wednesday, November 22 (halfday) – Friday November 24
Winter Recess	Monday, December 25 – Tuesday, January 2
M.L. King Day	Monday, January 15
February Break	Monday, February 19 – Friday, February 23
Spring Break	Monday, April 16 – Friday, April 20
Memorial Day	Monday, April 28

**Sick Leave:** Every teacher shall be granted an annual leave of ten (10) days, without loss of pay, for absence directly caused by illness or by injury, and five (5) days as a result of the sickness/injury of an immediate family member. Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years up to a maximum of 150 days. Such leave not used prior to the termination of an employee's service, or upon an employee's resignation, shall not be entitled to any compensation in lieu thereof.

If a teacher is absent for more than three (3) consecutive days, the Superintendent of Schools reserves the right to request medical documentation to support any sick day use, in accordance with applicable law.

On the day of a teacher's absence from work due to illness, s/he must call or text his/her Manager or supervisor directly. The teacher should call each day to report an absence or must inform the supervisor in advance of the nature and expected length of absence due to an illness that will exceed one day. (Note: information given to the manager regarding the "nature" of the absence should be limited to a basic statement of the reason for absence; for example, that the teacher is ill. The teacher should not provide medical details to the manager). Once a teacher exhausts all of sick, she/he must use personal time, and then and remaining sick days must be taken as unpaid time off.

**Cumulative Sick Leave:** Cumulative sick leave consists of the ten (10) days allowed annually plus the sum of all unused

sick days from prior years. Any teacher who is absent from school because of personal illness for a period of time greater than the 10 days allowed, during any school year, shall receive the benefits of cumulative sick leave. No more than 150 sick days may be accumulated. A written notice shall be provided to the Superintendent from the Employee's treating physician in order for the approval of cumulative sick time. If a teacher leaves TECCA before the expiration of his/her first contract, s/he shall only be entitled to as many sick leave days as months s/he has taught since September at the rate of 1.5 days per month. The Cumulative Sick Bank is designed to support the Teacher while they are employed at TECCA. Upon resignation or termination, the Teacher forfeits the value of the remaining Sick Bank Days.

**Temporary Leave Days:** All Employees are eligible for a prescribed number of days of leave, as described below, for circumstances/reasons not relating to their own personal health. These days must always be approved by the Employee's Supervising Manager, and ideally, come with 72 hours advance notice. All "Temporary Leave Days" expire at the conclusion of a school year and do not carry over into the new school year.

- **Personal Time** – All Employees are eligible to three (3) days of paid leave without any cause of explanation provided. These days may not fall on a "blackout date," and may not be taken in increments/fractions. Days not used by the end of the school year do not carry over to the next school year. (Note: Employees with prior accrued Personal Time will have 50% of said days carried over to the 2017-18 school year, and the remaining 50% paid out in October 30, 2017 bonus payment).
- **Bereavement Leave:** Full-time teachers with a bereavement situation are allowed five (5) days of paid leave for loss of an immediate family member. Days not used by the end of the school year do not carry over to the next school year.
- **Significant Family Event** – One (1) Day paid leave. Days not used by the end of the school year do not carry over to the next school year.
- **Floating Holiday** – An Employee is given two (2) days of paid leave during the school year to observe a religious holiday that is not otherwise recognized with time off by the District. The Employee must submit the request not earlier than 72 before the requested date, and indicate the holiday for which s/he observes. Days not used by the end of the school year do not carry over to the next school year.
- **"Comp" Time** – Compensatory Time is given when an Employee dedicates time and/or performs tasks above and beyond their primary role, and for which they do not earn monetary compensation. Comp Time is given in increments of two (2) hours, is considered added to an employee's "Personal Time" during the year, and carried over into the Employee's Cumulative Sick Bank the next school year. (See 'Compensatory Time' section of this TECCA Policy Handbook for more information).
- **"Blackout Days"** – Blackout Days are days designed by the Superintendent as days of such significance to the District that no Personal Time or Compensatory Time may be used, and medical documentation is required by a physician to excuse absence.

**Workers' Compensation:** All teachers are covered by workers' compensation protection for work-related injuries and illnesses. Medical expenses and compensation for lost time due to a work-related illness or injury are covered as provided by law. Teachers should immediately report the work related injury to their supervisor, and then notify the Director of Human Resources. Injured teachers should completely fill out an MIIA Supervisor's Report of Accident-Intake form, and return to the Director of Human Resources within 24 hours to ensure prompt notice to our workers compensation provider.

**Meal Breaks:** TECCA provides a forty-five (45) minute meal break for a work period of more than six (6) hours per day. Lunch must be taken between 11:30 am and 2:30 pm. If scheduled, teachers must block off this time on the Google.

## COMPENSATORY TIME

Regular, full-time teachers who participate in school-sponsored activities outside of the normal work hours are eligible for compensatory time.

- Teachers earn compensatory hours in two hour increments, with totals falling in between increments to be resolved in coordination with the Manager. A maximum of thirty (30) hours of compensatory time per school year; any unused time is added to the Employee's Vacation hours.
- Compensatory Hours are added to a teacher's total Vacation Hours, and (ideally) used by the end of the school year. Compensatory hours not used at the end of the school year will be added towards the Employee's Cumulative Sick Bank.

School events authorized for compensatory time must be approved by the Superintendent of Schools.

Teachers requesting to use their earned compensatory time must seek approval from their Manager.

Compensatory time off must be used in four-hour increments. Further, all compensatory time must be used within the school year that it is earned; unused time will be carried over into the Employee's Cumulative Sick Leave Bank.

The Manager may deny requests for compensatory time if the Manager deems, within his/her sole discretion that taking the time off as requested might adversely impact school operations. Compensatory time is not transferable to other teachers and will not be paid out to teachers in the form of compensation at any time.

## JURY DUTY LEAVE

TECCA recognizes a teacher's civic responsibility to serve on a jury if requested to do so. Teachers will be paid their full salary for up to one (1) week for jury duty leave. After one (1) week difference between the jury duty allowance and the daily rate of pay will be provided. In addition to filling out a Leave Request and submitting it to your immediate supervisor, teachers summoned for jury duty must notify the human resources upon receipt of their summons and provide a copy of the summons.

## MILITARY LEAVE

NOTE: In addition to the information contained within this Section pertaining to potential Employees who notify the District of their pending service, Employees who have an immediate family member who serves may also be extended Military Leave privileges, as the support is needed. Such Employees are encouraged to communicate with their Manager about such needs so the District may proactively support him/her as well.

Teachers will be granted a military leave of absence for active service or training in the U.S. military to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). To the extent required by USERRA, eligible teachers will continue to earn service credit. In addition, eligible teachers who return from such military leave are guaranteed a job to the extent required by law if they comply with reinstatement requirements.

Teachers must provide proof of military leave obligations prior to going on leave if at all possible. For further information on USERRA please refer to the USERRA poster posted on the Virtual Library.

Regular full-time teachers are eligible for paid benefits under this policy. Reservists and Members of the National Guard will be paid their regular base salary for the first ten (10) working days of required military training each year. Teachers who are called to or volunteer for active duty will be paid their regular base pay for the first thirty (30) days. All time taken beyond the thirty (30) days will be unpaid.

Teachers out on military leave will still receive full vacation, sick and personal day accrual for the year. However, there is no carry-over of vacation, sick and personal time for teachers who do not use their allotment for each year of their military leave. A teacher can request to be paid for unused vacation and personal days at the start of the leave. However, this is not a requirement.

A teacher on military leave has the right to remain on the company's benefit plans for two (2) years following the first month of active military duty. The Employer will continue to pay premiums during any period of the leave that is unpaid. Health insurance benefits are also available under the Military Health Care Program, TRICARE, required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the teacher is otherwise eligible. For information regarding your 401 (k) plan treatment during military leave please refer to the Summary of Plan Provisions. Upon return from military leave, a teacher has the right to reinstatement in benefits plans. A teacher is required to contact HR in writing every 4 weeks, when possible, during the period of service.

Under the current law, teachers on a military leave of absence are guaranteed the same or a suitable job if they are released from military service under conditions other than "undesirable" or "dishonorable," provided they apply for reinstatement to Human Resources within the required legal time frames. A suitable job is a position the teacher qualifies for through skills, performance, education, and training.

A teacher must notify their manager (if possible) at least one (1) month prior to beginning military leave for active service. A teacher must also produce a copy of their military orders, as soon as reasonably possible, for active service. A teacher is required to report back to work or submit a timely application for reemployment upon completing a period of service as required by law.

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

Generally, eligible teachers are entitled to up to twelve (12) weeks of unpaid leave for birth, adoption, or foster care of a child; to care for a child, spouse or parent; or for their own serious health condition within each academic school year. A teacher is also permitted to take FMLA leave for any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the teacher is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. Additionally, the FMLA permits a spouse, son, daughter, parent, or next of kin to take up to twenty six (26) workweeks of leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves or a veteran under certain circumstances, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness and was a member of the Armed Forces at any time during the five-year period before he or she began the treatment, recuperation or therapy.

Teachers requesting a leave of absence under the FMLA leave, with the exception of leave also covered by the Massachusetts Parental Leave Act, must exhaust all or a portion of the paid time off allocated to them for the year before their leave may be unpaid, except when the teacher is taking leave for his/her own serious health condition and qualifies for short-term disability. The amount of paid time off the teacher is required to exhaust will depend on the date the requested FMLA unpaid leave of absence begins and whether the teacher works on

a ten or twelve month schedule. Teachers requesting intermittent FMLA leave under this policy must exhaust all paid time off allocated to them for the year.

Twelve month teachers must exhaust at least fifty (50) percent of all paid time off allocated to them for the year before beginning an approved unpaid leave of absence that begins before July 1<sup>st</sup>. Twelve month teachers must exhaust all paid time off allocated to them for the year before taking an approved unpaid leave of absence that begins on or after July 1<sup>st</sup>.

Ten month teachers must exhaust fifty (50) percent of all paid time off allocated to them for the year before beginning an approved unpaid leave of absence that begins before January 1<sup>st</sup>. Ten month teachers must exhaust all paid time off allocated to them for the year before beginning an approved unpaid leave of absence that begins on or after January 1<sup>st</sup>.

The use of paid time during FMLA leave does not extend the length of FMLA leave, and paid time will run concurrently with the teacher's FMLA entitlement. A teacher may use allotted and available sick days if he or she is sick or injured, or to care for a sick family member.

A teacher may receive compensation under the Short-Term Disability (STD) program if he or she is eligible for such during a leave as a result of a disability. In the event that a teacher is determined eligible to receive short-term disability benefits, the first five (5) work days will be charged against the teacher's sick day allotment. Sick days are not reinstated unless mandated by state law. If there are no sick days available, then the first week is unpaid unless the teacher wishes to use personal or vacation time for payment. After the sick days are paid, STD benefits may continue for up to twenty five (25) additional weeks.

A teacher may use allotted and available Personal, Compensation, Vacation Days, but only after all other available paid time off has been exhausted.

Leave to care for a child after birth or placement of adoption or foster care must be taken within twelve (12) months of the child's birth or placement.

In order to take leave to care for a family member with a serious health condition, a teacher must provide medical certification of the serious health condition, and the medical necessity for the teacher to assist with the care of the family member.

All time used for Short Term Disability (STD) or Worker's Compensation will be counted toward the twelve (12) week allotment. Certain eligibility rules and requirements may apply under different state laws. Teachers will be provided with additional information if this applies to them. If teachers who are married are both employed by Connections Education, they may take only a *combined* leave of twelve (12) weeks per year for the birth/adoption of a child.

Eligible teachers may take leave intermittently when medically necessary and with proper medical certification as required by law. Intermittent leave may be taken in full day or partial day increments. For partial day increments, the teacher's timesheet should reflect the actual amount of time spent away from the workplace. Compensation and teacher paid time-off benefits may be prorated depending on the duration of intermittent or reduced leave. If a teacher wishes to be compensated for the time off work, the time must be taken in accordance with our time off policy. Teachers taking intermittent FMLA leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the company's operations. When a teacher takes intermittent leave or a reduced work schedule, we may temporarily transfer the teacher to an alternative position, with

equivalent pay and benefits that better accommodates recurring periods of leave.

Family and Medical Leave is not paid leave. Upon returning to work, teachers will be placed in the original or an equivalent position to the one that they held when they went on Family and Medical Leave unless the teacher's position would have been eliminated or changed regardless of the leave. There are exceptions to this rule for key teachers. Health coverage will be maintained during the leave period, provided the teacher continues to pay his or her portion of the premium in a timely manner. The teacher is responsible for making arrangements with Human Resources to pay their teacher premium. If a teacher receives compensation from us during the leave, teacher contributions to pay for benefits will be deducted.

Time spent on leave will count for vesting service for the teacher's 401 (k) plan. During unpaid leaves, 401 (k) deductions will be suspended. Teachers with 401 (k) loans must submit monthly loan repayments by check during unpaid leaves.

A teacher will accrue vacation and/or sick leave for the period of leave. A teacher on unpaid leave during the occurrence of a Company recognized holiday will not receive holiday pay. Holidays have no effect on the pay of teachers on approved paid STD leaves, except that holidays falling within the teacher's elimination period will be counted as a holiday, and not as a sick day. Teachers on intermittent FMLA leave will receive holiday pay only if they were scheduled to work on the holiday.

Participation in flexible spending accounts will continue while a teacher is on leave. However, the contributions cease when a teacher is on an unpaid leave, and teachers who are on unpaid leave may not make contributions to their accounts through personal checks or otherwise. A participating teacher may submit claims during the leave period. If a teacher is on unpaid leave, once the teacher returns to work and deductions resume from the paychecks, the remaining amount of the annual contribution will be recalculated to reflect the new appropriate deductions for the remainder of the calendar year.

Teachers must submit family and medical leave requests in writing to Human Resources at least thirty (30) days in advance when the leave is foreseeable, or as soon as practical thereafter. In the event that the reason for leave is due to the personal illness of the teacher, or to care for a family member with a serious health condition, medical certification is required within 15 days from commencement or leave request, unless it is not practicable to do so despite the teacher's diligent good faith efforts. In cases where a teacher requests FMLA leave in conjunction with short-term disability, the short-term disability application will act as notice of medical certification.

We will notify teachers if their submitted medical certifications are incomplete or insufficient, and will provide teachers at least seven days to cure deficiencies.

Depending on the circumstances and duration of the FMLA leave, we may require teachers to provide recertification of their serious health condition. A new medical certification will be required annually for serious health conditions lasting beyond one year. We also reserve the right to request a second or third medical opinion pertaining to the teacher's disability at our expense.

We may retroactively designate leave as FMLA leave with appropriate written notice to teachers, as long as the Company's failure to designate the leave as FMLA-qualifying earlier did not cause harm to the teacher.

While out on leave, teachers must maintain contact with their manager or supervisor and Human Resources to inform them of their status and intention to return to work at the end of the FMLA period. If a teacher gives us notice of his or her intent not to return to work, we no longer are required to maintain health benefits or to



restore the teacher to his or her job.

Teachers must return to work once approved leave has expired. Prior to returning to work, a teacher who takes leave due to his or her own serious health condition is required to submit certification from a healthcare provider that he or she is able to resume work. When a teacher returns from leave, any coverage that had been suspended during the leave will be reinstated. Use of FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of the FMLA leave.

## PARENTAL AND SERIOUS ILLNESS IN THE FAMILY LEAVE

The Parental and Serious Illness in the Family Leave Policy provides regular full-time and term of project teachers with up to two (2) weeks of paid time off during a 12-month period in the following circumstances:

- Parental leave to care for a child after birth or placement for adoption or foster care who is born or adopted on or after January 1, 2012;
- Serious illness in the family leave to care for a seriously ill spouse, domestic partner (affidavit on file with Benefits Department), child or parent, or to make arrangements relative to that care, on or after January 1, 2012. This does not include in-laws.
- Serious illness in the family leave to be with a child during an inpatient hospital stay

A "child" under this policy is typically considered a dependent child under the age of 18. However, in certain limited situations, we may approve this leave for teachers needing to care for adult children over the age of 18 if circumstances warrant, in our sole discretion. Any request for leave to care for children over the age of 18 under this policy must be approved by Human Resources.

All time used for Parental and Serious Illness in the Family Leave will be counted toward the teacher's 12 week Family and Medical Leave Act (FMLA) allotment and must be utilized before unpaid time off begins. Parental Leave must be taken within 6 months of the qualifying event.

In certain instances, state leave laws may differ from the Federal Law. Please check with Human Resources to confirm specific benefit information.

Paid time off taken under this policy will not count as time worked for the calculation of overtime.

Eligible teachers who have been employed for one year and have worked at least 1,250 hours over the 12-months preceding the requested leave are eligible. Full time teachers who meet the eligibility criteria can take up to two (2) weeks of paid leave during a 12-month period.

Only one two (2) week leave may be taken during a 12-month period, which will be counted by looking backward from the date the leave begins. Leave may be taken in minimum of one-week increments.

Parental leave must be taken within the first six (6) months of the birth or adoption of a child, or the placement of the foster child.

When the leave is foreseeable, at least 30 days advance notice to Human Resources is required. If 30 days' notice cannot be provided, as much notice as possible should be provided. Failure to give reasonable notice may delay, or make a teacher ineligible to take leave. Teachers must also always contact their supervisor or manager when they are going to be absent, or as soon as possible if advance notice is not possible.

In all instances, teachers requesting leave must complete the Parental and Serious Illness in the Family Leave of Absence Request Form. For Serious Illness in the Family Leave, teachers must provide medical certification by a physician or practitioner.

## UNPAID LEAVE OF ABSENCE

We expect all teachers to plan the use of their annual paid time off allotment in a responsible manner ensuring they have time available for unforeseen circumstances throughout the year. Teachers who need extended time off from work for personal or other reasons, which do not qualify as Family and Medical Leave, may be approved to take an unpaid leave of absence at TECCA's sole discretion, depending upon the circumstances, which are expected to be extraordinary and are subject to verification.

Upon the first instance of taking an unpaid leave day without verification or a leave based on an excuse of a repetitive nature the teacher will receive a written warning and will be placed on probation. The second instance will provide grounds for termination.

An approved unpaid personal leave of absence does not assure teachers the right to return to work with us or to the job he or she held. Although we will try to place the teacher in a job, we are not obligated to do so. If we offer the teacher a position at the end of the leave and the teacher fails to accept it, he or she will be considered to have voluntarily resigned without notice. Teachers with less than six (6) months of continuous service are generally not eligible for an unpaid leave of absence, except for military leave or when required by state or federal law.

If a teacher wishes to take an unpaid leave of absence for a non-medical reason, the teacher must have exhausted all paid time off **except** sick time. Sick time can never be used for non-medical leave.

If a teacher wishes to take an unpaid leave of absence for a medical reason, the teacher must have exhausted all paid time off including sick time.

Unpaid leave requests must be submitted to Human Resources by the teacher, and requests must be approved by Human Resources and in some cases, the department manager. A teacher does not accrue paid leave during a leave of absence.

## PARENTAL LEAVE POLICY

In accordance with the Massachusetts Parental Leave Act, TECCA will grant eight (8) weeks of unpaid leave for the purpose of giving birth, for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, or for adoption with the employee who is adopting or intending to adopt the child. The following conditions must be met:

- The employee has either completed the introductory period (not to exceed three months) or, in the event that the introductory period does not apply, has been employed consecutively for three months as a Full-Time employee.
- The employee must provide two weeks' written notice of the anticipated date of departure and

state in writing the intention to return to his or her position or provide notice as soon as practicable based on the situation

- The employee must state the anticipated date of return to work.

During this period of leave, no vacation leave is accrued. Health insurance coverage will continue during this leave time, as described in this Handbook for active employees. Other benefits resume as of the date the employee returns to Full-Time employment. This leave will not affect the employee's rights to receive vacation leave or other benefits for which he or she was eligible at the date of his or her departure. An employee returning to work at the completion of the eight week leave will be restored to his or her previous position or a similar position. To the extent that the employee is eligible for Parental leave and Family and Medical Leave pursuant to the FMLA, such leaves run concurrently.

Employees anticipating Parental Leave, who wish to use unused vacation, sick, or personal time during all or part of the leave, may do so, and should submit the request in writing to the Human Resources Department prior to taking the leave.

Any 2 employees of TECCA shall only be entitled to 8 weeks of Parental leave in aggregate for the birth, placement, or adoption of the same child.

## DOMESTIC VIOLENCE LEAVE

All employees are permitted to take up to 15 days of unpaid leave per year to address any needs resulting from incidents of "abusive behavior," which include domestic violence, sexual assault, stalking, and kidnapping. "Domestic violence" includes physical, mental, and sexual abuse, including threats, by persons with specific relationships to the employee or the employee's family member.

Employees must use all vacation leave, personal leave, and sick leave available to the employee before becoming eligible for leave under this law.

The employee cannot be the perpetrator of the abusive behavior, and the victim must be the employee, or have one of the following relationships to the employee: spouse, parent or step-parent, child or step-child, sibling, grandparent, grandchild, person with whom the employee co-habitates, or person with whom the employee has a child in common.

An employee may only take this leave in order to address issues directly related to the abusive behavior, including but not limited to seeking professional treatment, securing housing, and engaging with law enforcement officials.

The employee must give advance notice pursuant to the employer's leave policy, except in cases of imminent danger to the employee or covered family member. In cases of imminent danger, the employee has three (3) work days to notify the employer of the need for leave under this policy.

The employer may require documentation as specified by the law before allowing or recognizing time off as leave under this law. For unscheduled absences, the employee has 30 days after the leave terminates to provide any required documentation. The employer will keep all documents and information confidential as required by law.

After taking leave under this law, the employee has the right to the same or an equivalent position, as well as all

accrued benefits, as they existed on the last day before taking leave. Additionally, the employer may not interfere with or retaliate against the employee's valid exercise of these rights.

If you have any questions regarding your rights please contact Human Resources.

## STUDENT WELFARE

### Supervision of Students

School personnel assigned supervision are expected to act as reasonably prudent adults in providing for the safety of the students in their charge.

In keeping with this expected prudence, no teacher or other staff member will leave his/her assigned group unsupervised except when an arrangement has been made to take care of an emergency.

During school hours or while engaging in school-sponsored activities, students will be released only into the custody of parents or other persons authorized in writing by a parent or guardian.

### Reporting to Authorities - Suspected Child Abuse or Neglect

Any school official or employee shall report any suspected child abuse or neglect as required by M.G.L. Ch. 119, S 51A.

In accordance with the law, the District shall establish the necessary regulations and procedures to comply with the intent of the Act consistent with the District's responsibility to the students, parents, District personnel, and the community.

## RESPECT FOR OTHERS

We expect our teachers to treat each other, students, colleagues, families, vendors, regulators, legislators or any third party that a teacher comes in contact with in the course of their job duties with respect and consideration. Lack of respect can be shown through words, conduct, acts and/or demeanor. Some examples of lack of respect towards other teachers include snide remarks, inappropriate jokes, direct or indirect comments and even avoidance of particular individuals. The above examples by no means describe all types of disrespectful behavior. As a general rule, behaviors that affect another teacher's ability to work depart from our standard for respect.

## COMMUNICATION AND LANGUAGE IN THE WORKPLACE

**Communication Policy:** TECCA is committed to open and respectful communication in order to promote teamwork and to successfully carry out our school mission. It is the responsibility of all TECCA teachers to communicate accurate information in a timely manner through both formal and informal means.

All staff members are responsible for promoting an atmosphere of inclusion and active involvement throughout the TECCA community by listening, giving and receiving feedback, and communicating information clearly.

TECCA has an “Open Door Policy,” meaning, all teachers have the right to speak what is on their minds without fear of retribution, so long as it is done in a professional, constructive, and respectful manner. Teachers are encouraged to bring ideas and/or concerns to their direct managers first, and if necessary to the appropriate administrator.

Any questions related to this policy should be directed to Human Resources.

**Language in the Workplace:** The use of obscenity, profanity, sexual innuendoes, coarse language, or language that could be perceived as offensive in the workplace is highly unprofessional and unacceptable. If it occurs or persists, it can create a hostile workplace environment and may amount to a form of harassment. All teachers are cautioned to avoid such language. Persons improperly subjected to such offensive language should report the incident, using the procedure outlined in the Preventing Workplace Harassment policy.

## HARASSMENT-FREE WORKPLACE

TECCA is committed to providing a work atmosphere free of unlawful harassment. Unlawful harassment is unwelcome or unwanted conduct, whether verbal, nonverbal, or physical, which: (1) demeans, degrades, or shows hostility toward another person because of that person’s race, color, religion or religious affiliation, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status, and (2) the conduct substantially interferes with an individual’s employment by creating a hostile work environment.

We will not tolerate any form of harassment based on race, color, religion or religious affiliation, national origin, ancestry, citizenship, age, sex, sexual orientation, gender identity and/or expression, marital status, disability, genetic information, or veteran status. This policy applies in the workplace or in any work-related settings, such as school trips, sales meetings, conventions, or school-related social events. We expect employees to conduct themselves in a professional manner in the workplace and at any other time they are representing us. Such conduct is essential to promote quality work, and to ensure a work environment free of discrimination.

If an employee believes he or she has been unlawfully discriminated against or harassed, the employee should immediately inform his or her supervisor. If the teacher believes that his or her supervisor is the source of the problem, or is uncomfortable with this approach for any reason whatsoever, the employee should contact Human Resources. Complaints will be kept confidential to the extent reasonable and possible under the circumstances, and will be investigated and handled promptly, impartially, and appropriately.

All employees as well as supervisors of TECCA share responsibility for avoiding, discouraging, and reporting any form of discriminatory harassment. The primary responsibility for ensuring proper investigation and resolution of harassment complaints rests with the Director of Human Resources, who will administer the policy and procedures described herein.

If any employee believes that he or she has been subjected to discriminatory harassment, the employee has the right to file a complaint. If you would like to file a written complaint, please see Human Resources for the appropriate form.

Prompt reporting of harassment is in the best interest of our organization and is essential to a fair, timely and thorough investigation. If you would like to file a complaint you may do so by contacting Marc Richard, Director of Human Resources, who is also available to discuss any concerns you may have and to provide information to you about TECCA’s policy on discriminatory harassment and our complaint process.

When TECCA receives the complaint, it will promptly investigate the allegation in a fair and expeditious manner to determine whether there has been a violation of our policy. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation may include a private interview with the person filing the complaint and with witnesses. TECCA will likely also interview the person alleged to have committed harassment. The complainant, the person alleged to have committed harassment, and all witnesses are required to fully cooperate with all aspects of an investigation. 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.

Notwithstanding any provision of this policy, TECCA reserves the right to investigate and take action of our own initiative in response to behavior and conduct which may constitute harassment or otherwise be inappropriate, regardless of whether an actual complaint has been filed.

If it is determined that inappropriate conduct has occurred, we will act promptly to investigate and where it is appropriate we will also impose disciplinary action up to and including termination.

In addition to the above, if you believe you have been subjected to discriminatory harassment of any type, including sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies requires that claims be filed within 300 days from the alleged incident of when the complainant became aware of the incident.

**The United States Equal Employment Opportunity Commission (EEOC)**

One Congress Street, 10<sup>th</sup> Floor  
Boston, MA 02114  
617-565-3200

**The Massachusetts Commission Against Discrimination (MCAD)**

Boston Office:  
One Ashburton Place, Room 601  
Boston, MA 02108  
617-727-3990

## STANDARDS OF CONDUCT

In an effort to provide TECCA employees with comfortable and safe working conditions, there are specific standards of professional behavior that all employees must follow. Although there is no way to identify every possible example of prohibited conduct, the following is a general list of infractions that may result in disciplinary action, up to and including termination of employment.

- Perpetrating fraud against the school
- Theft, misappropriation, unauthorized possession, use of or removal of our property by others
- Carrying weapons or explosives, or violating any criminal law while on our property or on company school
- Fighting or otherwise threatening, intimidating, coercing, or interfering with managers, co-workers, or guests
- Using profane, obscene, or abusive language while on our property or at school-related school events
- Sleeping during working hours

- Gambling or other immoral or disorderly conduct while on our property or at school-related school events
- A pattern of chronic or excessive absenteeism, tardiness, leaving work early, or any other violation of our attendance policy
- Failure to properly notify your manager about an absence
- Failure to satisfactorily perform your job
- Failure to perform assigned job duties yourself and/or hiring a third party to perform your assigned job duties
- Intentional abuse or destruction of our property
- Negligent use or care of our property
- Violation of any safety rule, policy, practice, or procedure
- Violation of any policy in this handbook
- Failure to properly follow any rule or procedure
- Performing your job in a manner that may cause injury to a person or damage a property, machinery, equipment, supplies, or the school reputation of us or our associates
- False, fraudulent, misleading, or harmful statements or omissions concerning another teacher or our students, parents, associates, teachers, customers, and vendors or any statement that is harmful or disloyal to our company
- Insubordination or refusal to comply with instructions, or failure to perform reasonable duties
- Dishonesty or providing false information to your manager or to us
- Misuse of private Information and data created as a result of company operations concerning teachers, students or their families, and teachers.
- Conduct that, in our sole opinion, reflects adversely on you or our school
- Other acts that, in the opinion of management, warrant disciplinary action

## PROFESSIONAL ETHICAL STANDARDS

Teachers must maintain high standards of personal and professional conduct and behavior and realize that they have a moral responsibility to act in a professional manner not only to professional associates and fellow teachers, but to students and their family members or representatives.

Teachers are also required to use sound professional judgment when communicating with students and parents and when handling any situations requiring sensitivity. Teachers are to follow all school policies and protocols in regards to FERPA and other dealings with students, parents, learning coaches and any agencies which may be associated with a Connections family.

Teachers must display the highest integrity and the best judgment and ethics, and use their professional skills to the best interests of all. Teachers must use only legal and ethical means when seeking to influence governmental legislation or regulations. Lastly, teachers must aid in the professional development of those who enter the educational services profession by assisting them to understand the functions, duties, and responsibilities of the profession; and, endeavor at all times to improve our company.

## REPORTING UNETHICAL BEHAVIOR

Types of incidents should be reported: We encourage teachers to report situations or events that could potentially harm students, schools, teachers, or the organization. Examples include violations related to:

- Compliance with regulations
- Misuse of resources or funds

- Accounting & auditing practices
- Gifts & bribes
- Disclosure of confidential information
- Privacy of student records
- Theft
- Copyright laws and software piracy
- Intellectual property infringement
- Falsification of information
- Threats and physical violence
- Discrimination
- Harassment
- Retaliation

## WHISTLEBLOWER POLICY

A whistleblower as defined by this policy is a teacher who reports an activity that he/she considers to be illegal or dishonest to one or more managers of the employer. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If a teacher has knowledge of or a concern of illegal or dishonest fraudulent activity, the teacher is to contact his/her immediate supervisor and/or Human Resources.

The confidentiality of the whistleblower will be maintained to the extent that is reasonable. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. We prohibit retaliation against a whistleblower.

## NON-RETALIATION

No teacher will be retaliated against for reporting in good faith potential violations of any policy, or for filing, testifying, assisting with, or participating in any investigation, proceeding, or hearing conducted by the company or by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying an employment benefit.

Any individual who retaliates or attempts to retaliate will be subject to appropriate disciplinary action, up to and including termination of employment. If you feel that you have been retaliated against you should report this to Human Resources and/or your supervisor.

## CONFIDENTIALITY

TECCA is committed to protecting the privacy of individuals (employees and students) and the confidentiality of records. Employees must safeguard all confidential information by not leaving confidential documents unattended, discussing confidential matters where they can be overheard, and through consistent maintenance and safe-keeping of past and present student and employee records. At no time should staff members make comments that could be construed as demeaning, derogatory or unprofessional concerning TECCA programs and/or services, students, parents, and/or any TECCA staff. In particular, information pertaining to specific students must be treated with the utmost confidentiality. Any breach in confidentiality may result in disciplinary action up to and including termination.



## EDUCATOR EVALUATION SYSTEM

A major purpose of evaluation is improvement of educator performance. Evaluation, therefore, should be constructive and must include specific written recommendations for any improvements. This may best occur through a cooperative discussion between the Supervisor and the Educator before the final evaluation is written. It is recognized that circumstances could arise when the supervisor might not follow this procedure.

Whenever an addition is made to the educator's personnel folder, the educator shall be immediately informed. Upon written request to any supervisory personnel, any employee covered by this Handbook shall have the right to inspect the contents of his/her personnel folders, files, cards and records which pertain to said employee, and the employee shall have the opportunity to make copies of such records that concern his/her employment.

While the total evaluation of an educator's performance is not necessarily limited to observation in the classroom, all formal observation of classroom performance by administrators will be conducted openly and with full knowledge of the educator. Educators will review and be given a copy of any evaluation report prepared by an administrator to be placed in their personnel folder and will have the right to discuss such report with the administrator. The Administrator must confer with any educator whose service has been rated unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement. If the situation which results in the poor evaluation is remedied or improved, notations will be made in subsequent evaluations and entered in the educator's personnel folder.

## IMPROVEMENT/DISCIPLINARY PROCESS FOR TEACHERS/STAFF

Employees are expected to meet certain standards of work performance and conduct. These include, but are not limited to, the responsibilities outlined in this Policy Handbook as well as in the employee's job description. Employees who do not meet the standards and expectations may be given the opportunity to improve performance and/or conduct through an improvement process. The nature of the improvement process used, up to and including immediate termination of employment will depend upon the conduct of the teacher and the relevant circumstances. It is not a guarantee of continued employment when a teacher is placed on an improvement plan as part of the disciplinary process. Teachers are expected to meet their performance expectations daily. Certain cases involving serious policy violations warrant a written warning with probationary status. This type of disciplinary action carries a contingency stating that if there are any further violations of policy or unacceptable performance or behavior, it will be grounds for termination. Rare cases involving serious egregious policy violations may result in immediate termination.

## TERMINATION OF EMPLOYMENT

- **Notice:** Through the Intent-to-Return (ITR) Process, teachers who notify administration during the May ITR deadline are eligible to retain 75% of the eligible bonus. After the close of the ITR period, teachers who notify Administration of a resignation will forfeit their eligible bonus compensation. The purpose for advance notice is to provide for an orderly transition of the teacher's duties in a professional manner. Teachers may have their duties adjusted during this time period or may be requested to work at home or may be excused from their work responsibilities. The right to work through the end of a notice period is at TECCA's discretion.
- **Last Pay and Payment of Leave:**
  - **Resignation:** Employees who resign are only eligible to be compensated for unused Personal

Vacation Time that are remaining in that school year. Depending on the designated last date of employment, Medical, dental, vision, and FSA benefits either end simultaneous to that date, or at the end of the month of the resignation.

- **Termination:** Should the District dismiss, or not renew, an employee's employment, the employee will receive proper notification and resources for Unemployment coverage, including information regarding options for Benefit continuation. Depending on the designated last date of employment, Medical, dental, vision, and FSA benefits either end simultaneous to that date, or at the end of the month of the resignation.
- **Return of Property and Equipment:** As provided in the property and equipment policy, an employee must return any of these items in their possession no later than their last regular day of employment. On or before the employee's last day of employment, the employee will be required to sign a Certificate of Separating Teacher, certifying that the employee has returned all company materials. If an employee fails to return company property, they may be billed for the value of any property and equipment issued and not returned in working condition equivalent to when it was received, normal wear and depreciation excluded.
- **Continuation of Benefits.** The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows eligible employees to extend health insurance for up to eighteen (18) months (at their own expense) following termination of employment. For additional information about COBRA, contact Human Resources.
- **Exit Interviews:** In instances where an employee voluntarily leaves our employ, we would like to discuss your reasons for leaving and any other impressions that you may have about our organization. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview you can express yourself freely. It is hoped that this exit interview will help us part as friends, as well as provide insight into possible improvements we can make. All information will be kept confidential to the extent possible.

## CONFLICTS OF INTEREST

TECCA employees are subject to the Massachusetts Conflict of Interest Laws, M.G.L. c. 268A. As such, TECCA employees are prohibited from engaging in any activities that present a conflict of interest, or may have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when the Employee's best interests, and that of the District, are called into question because of the association with, and/or employment by one of our competitors, suppliers of goods or services, teachers/applicants for employment or customers/students.

If you are concerned that you may be engaging in a conflict of interest, or if you believe that another teacher has engaged in such conduct, please discuss the matter with your Manager and/or Human Resources.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- Directly or indirectly borrowing from, lending to, investing in or engaging in any substantial financial transaction with an existing potential customer/student, client, or supplier;
- Performing outside work for another entity while working for a Connections Education-affiliated school or program;
- Transmitting confidential information to a customer/student, vendor, competitor, or other individual who is not a teacher and who does not have authorization to receive it; and
- Using our facilities, equipment, labor, or supplies to conduct outside activities
- Having an intimate relationship with any student, parent of a student, teacher under your supervision,

or customer, except when such individual is a member of your family or when you have no work responsibilities associated with the individual and the relationship is not prohibited by law or regulation, such as a relationship with an under-age student.

TECCA employees are required to successfully complete the required Conflict of Interest training upon hire and every two years after hire.

## AUTHORIZATIONS AND APPROVALS

Under no circumstances is a teacher, other than those who have purchasing responsibility authorized in writing, to commit to any purchase or agreement that financially obligates TECCA. Should you have a requirement to procure goods and/or services, you must obtain the appropriate authorizations from your manager in accordance with the school or company's fiscal policies. Failure to obtain the proper authorizations/approvals will result in disciplinary action.

## SOLICITATION AND DISTRIBUTION

TECCA prohibits the soliciting by employees, and the distributing of non-school material, in work areas and during work hours. Bulletin boards, internal directories, interoffice mail, e-mail, and other company resources are to be used only for school purposes unless otherwise designated for this purpose.

Employees may not solicit or distribute ANY information in work areas on behalf of a school, club, school, society, religious group, nonprofit organization, or a political party during working time or during the working time of the employee (s) to whom such activity is directed.

As long as the activity is not disruptive, employees may distribute information about nonprofit fundraising efforts or distribute small items, such as cookies or candy for sale, if the proceeds will be received by a nonprofit organization. The decision for what activities to permit will be determined by the manager for the employee's location. Requests to conduct fundraising activities must be approved by the location manager in advance.

We reserve the right to sponsor certain nonprofit fundraising events. However, employees will not be required to participate.

## EMPLOYEE CONDUCT WHILE DRIVING

If an Employee operates their own vehicle in the performance of their job, the Employee will be considered completely responsible for any accidents, fines, or traffic violations incurred. Employees who are driving for school-related school are expected to conduct themselves in a safe and legal manner, obeying posted speed limits, and avoiding distractions while driving.

## SOCIAL MEDIA POLICY

TECCA believes in utilizing social media sites to foster online collaboration and share what we do, but we expect our employees to do so responsibly. As these online communication platforms continue to evolve, so will our policies. We want employees to speak freely, but also responsibly. This policy is focused on social media activities in or outside of work that could affect work performance, the performance of other employees, and our school interests. The policy provides standards for employees who choose to contribute

to blogs, wikis, social networks (Facebook, SnapChat, Instagram, Twitter), virtual worlds, user-generated audio and video (YouTube), or other social media. Remember that our rules of conduct apply to online activities.

We discourage teachers from sharing personal information with students through social networking sites. It is not appropriate for teachers to deviate from their professional role with students at any time. If teachers choose to interact with students through social networking sites, they are to use filters and other mechanisms to preserve the professional nature of the student-teacher relationship. While such precautions might limit a student's access to your personal information, you may still have access to the personal information of a student. The following should be considered when social networking:

1. Write about what you know. Ensure that statements you make are accurate and factual. Be exciting and creative when talking about our school, but don't exaggerate or guess.
2. Present yourself well. Anything you post will be published to the world. Assume that your colleagues, administration, and your students and their parents will read it. Keep that in mind as you post and present yourself in a way that you would in the office. Be sure that the image you portray is consistent with the work you do. Social media sites tend to blur the lines between personal and professional lives, and public and private information. Be aware of that and communicate accordingly.
3. Restrict access if appropriate. Because boundaries can be blurred, everyone potentially has access to your information. Many social sites have privacy settings. Think about using them. You may not want your work contacts to be able to see your content.
4. Present your school well. Just by identifying yourself as a TECCA teacher you are creating perceptions about our school.
5. Respect your audience. It is fine to have a healthy debate, but don't disparage others. Outside parties CAN pursue legal action against you personally for content you post.
6. Correct mistakes. If you made a mistake, go back and correct it. Just make sure you indicate that you have done so before modifying postings.
7. Identify yourself appropriately. Don't misrepresent who you are. If you choose to speak about TECCA, make it clear that you are speaking for yourself and not on behalf of the school. Only specific teachers have been the authority to speak on behalf of the school.

## ACCEPTABLE USE POLICY FOR TEACHERS

TECCA and its vendors provide and support multiple technologies as a foundation of the entire TECCA schooling experience. Teachers shall use the equipment in a responsible, efficient, ethical, and legal manner for all TECCA-related purposes in the performance of job duties. All computers are the sole property of TECCA and its vendors. All hardware, software, files, and documents contained therein are considered to be exclusively the property of TECCA and its vendors.

The Internet is to be used for constructive educational and work related purposes only. The user is responsible for what she/he says and does on the TECCA network. TECCA teachers should be aware that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, or potentially offensive. TECCA staff is advised never to access, keep, or send anything that they would not want made public. TECCA and its vendors retain the right to inspect all electronic data and communications in the network at any time with or without the users notice.

These are guidelines to follow:

- Acceptable uses of the technology are activities that support classroom teaching, learning, and development.
- There shall be no anonymity in the use of the network. All users must log in to the network with their given name and password. No other user may use the network under that account.
- There are unacceptable uses of the network. These can be classified into two categories: illegal and prohibited.
- Illegal activities will be referred to the appropriate law enforcement agency and include: obscenity, libel, threats, hate postings, sexual harassment, and copyright violations.
- Prohibited activities include: pornography, profanity, plagiarism, commercial use, political campaign purposes, and posting anonymous messages.
- Staff will not download software or open Email attachments that look suspicious or are from unknown/untrusted sites.

The above lists are not to be viewed as exclusive, but explanatory.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination. Illegal uses will result in referral to law enforcement authorities.

## INTERNET SECURITY & USAGE POLICY

**Specific Policy:** All information traversing company computer networks that has not been specifically identified as the property of other parties will be treated as though it is a company asset. It is our policy to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information. In addition, it is our policy to protect information belonging to third parties that has been entrusted to us in confidence as well as in accordance with applicable non-disclosure agreements, contracts and industry standards.

**Authorized Usage:** The employer's computer network generally must be used only for school activities. Incidental personal use of internet on the employer's network should be limited to teacher break times. Some departments may explicitly prohibit personal internet usage on the company's network. This will be outlined in a department specific policy.

**Information Movement:** At no time should a teacher download anything from the Internet without direct permission by the Director of MIS. All approved software downloaded from non-Connections Education sources via the Internet must be screened with virus detection software prior to being opened or run. Whenever the provider of the software is not trusted, downloaded software should be tested on a stand-alone (not connected to the network) non-production machine. If this software contains a virus, worm, or Trojan horse, then the damage will be restricted to the involved machine.

All information taken off the Internet should be considered suspect until confirmed by separate information from another source. There is no quality control process on the Internet, and a considerable amount of its information is outdated or inaccurate.

Unless tools like privacy enhanced mail (PEM) are used, it is also relatively easy to spoof another user on the Internet. Likewise, contacts made over the Internet should not be trusted with company information unless a due diligence process has first been performed. This due diligence process applies to the release of any internal information (see the following section).

Teachers must not place company material on any publicly accessible Internet computer that supports

anonymous file transfer protocol (FTP) or similar services, unless MIS and the department head has first approved the posting of these materials.

In more general terms, internal information should not be placed in any location, on machines connected to internal networks, or on the Internet, unless the persons who have access to that location have a legitimate need-to-know.

All publicly writable (common/public) directories on internal Internet-connected computers will be reviewed and cleared periodically. This process is necessary to prevent the anonymous exchange of information inconsistent with our school. Users are prohibited from being involved in any way with the exchange of the material described in this policy.

**Information Protection:** The employer's confidential, proprietary, or private information must not be sent over the Internet unless it has first been encrypted by approved methods. Unless specifically known to be in the public domain, source code must always be encrypted before being sent over the Internet.

Credit card numbers, telephone calling card numbers, log in passwords, and other parameters that can be used to gain access to goods or services must not be sent over the Internet in readable form. Unless an encryption algorithm like PGP (pretty good privacy), or another algorithm approved by MIS is used to protect these parameters, you should never put this information into an email, or instant message. This policy does not apply when logging into the machine that provides Internet services. Currently we do not use any type of encryption.

In keeping with the confidentiality agreements signed by all employees, company software, documentation, and all other types of internal information must not be sold or otherwise transferred to any third party for any purposes other than school purposes expressly authorized by management.

Exchanges of software and/or data between an employee and any third party may not proceed unless a non-disclosure agreement has first been signed. Such an agreement must specify the terms of the exchange, as well as the ways in which the software and/or data is to be handled and protected. Regular school practices, such as shipment of software in response to a customer purchase order, need not involve such a specific agreement since the terms are implied.

Likewise, off-hours participation in pirate software bulletin boards and similar activities represent a conflict of interest with company work, and are therefore prohibited. Similarly, reproduction of words posted or otherwise available over the Internet must be done only with the permission of the author/owner.

**Copyright and Licensing Restrictions:** Computer software protected by copyright is not to be copied from, into, or by using company computing facilities, except as permitted by law or by contract with the owner of the copyright. This means that such computer and microcomputer software may only be copied in order to make back-up copies, if permitted by the copyright owner.

The number of copies and distribution of copies may not be done in such a way that the number of simultaneous users in a department exceeds the number of original copies purchased by that department.

We strongly support strict adherence to software vendors' license agreements. We abide by all applicable federal and state statutes and regulations pertaining to the use of computer hardware and software including, but not limited to, federal copyright laws. Unauthorized copying, altering, modifying, merging, transferring, de-compiling, or reverse assembly of licensed software is strictly prohibited. State laws may further govern the use

of any computer resource (including software).

Most copyright licenses for software contain single CPU usage restrictions. These restrictions must be honored. In some instances, the software copyright owner may grant a variance from these restrictions to company environments.

However, without explicit written variance, single usage restrictions in the license apply to all users.

**Expectation Privacy:** Employees accessing employer information systems and/or the Internet should realize that their communications are not automatically protected from viewing by third parties. Unless encryption is used, staff should not send information over the Internet if they consider it to be private.

TECCA may and expressly reserves the right to monitor Internet use from all computers and devices connected to any organization-provided network.

At any time and without prior notice, we reserve the right to examine email, personal file directories, and other information stored on our computers. This examination assures compliance with internal policies, supports the performance of internal investigations, and assists with the management of our information systems.

**Access Control:** All users wishing to establish a connection with company computers via the Internet must authenticate themselves at a firewall before gaining access to our internal network. This authentication process must be done via a dynamic password system approved by MIS.

Employees are prohibited from establishing wireless access points, electronic data interchange (EDI) arrangements, FTP sites, web servers, peer-to-peer networks or any other external network connections that could allow external users to gain access to our systems and information.

**Reporting Security Problems:** If sensitive employer information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties, MIS must be notified immediately. If any unauthorized use of our information systems has taken place, or is suspected of taking place, MIS must likewise be notified immediately. Similarly, whenever passwords or other system access control mechanisms are lost, stolen, or disclosed, or are suspected of being lost, stolen, or disclosed, MIS must be notified immediately.

Because it may indicate a computer virus infection or similar security problem, all unusual systems behavior, such as missing files, frequent system crashes, misrouted messages, and the like must also be immediately reported. The specifics of security problems should not be discussed widely but should instead be shared on a need-to-know basis. Users must not probe security mechanisms "test the doors" at either our website or other Internet sites unless they have first obtained permission from MIS. If users probe security mechanisms, alarms may be triggered and resources will needlessly be spent tracking the activity.

## INTELLECTUAL PROPERTY POLICY

Intellectual Property is defined as an intangible creation of the human mind, expressed or translated into tangible form that is assigned certain rights of property such as inventions (patents), literary and artistic works (copyrighted works), and symbols, names, images, and designs used in commerce (trademarks). We are committed to the enforcement and protection of intellectual property rights as both a legal and an ethical imperative. We expect all teachers to adhere to the United States ("U.S.") copyright and trademark laws and to be mindful of the limited rights conferred by licenses and permissions granted by third parties. We also expect all

teachers to take appropriate steps to protect the rights of the company in its trademarks and works of authorship developed for or on behalf of the company and to timely notify the company of any potentially patentable inventions.

Teachers must assure that work product they are involved in developing is original and doesn't include material owned by third parties unless covered by a license agreement approved by the Legal department. Teachers must also assure that they do not use trademarks owned by third parties for commercial purposes without the consent of the owner of the trademark. To learn more about what is acceptable, teachers should refer to the Copyright and Trademark Compliance Policy and Guidelines, which is located on the Virtual Library (Home> Employee Resources>Legal Resources (FERPA, consultants, IP)>Copyright and Trademark Compliance Policy). Contact the Legal Department if there are any questions regarding usage of third party copyrighted material and trademarks.

**Plagiarism:** Plagiarism in the workplace occurs when a teacher claims or implies original authorship or incorporates material from someone else's written or creative work, in whole or in part, whether or not there is a copyright notice, into a teacher's work product without adequate acknowledgement. Plagiarism in the workplace is strictly prohibited and may also represent a violation of law, exposing the teacher to criminal and/or civil prosecution.

**False Information:** We expect teachers to exercise honesty and integrity in all aspects of employment. Teachers are prohibited from providing false information to other teachers, students, or customers. Teachers are also required to immediately report to Human Resources if they suspect that another teacher has provided false information to other teachers, students, or customers. Teachers are strictly prohibited from falsifying data in Connexus or any other system used for reporting to an authorizer, regulatory body or external agency. Falsification of such data may result in disciplinary action up to and including immediate termination. If a teacher is aware of another teacher falsifying data and fails to report the infraction, that teacher may be subject to disciplinary action up to and including immediate termination.

**Ownership and Rights to Materials Developed by Teachers:** Work product and ideas developed by corporate teachers as part of their work for the company are owned by Connections Education.

Teachers are encouraged to contribute materials that they have developed during their employment for use by the broader Connections Education community. As members of the Connections Education community of learners, teachers are encouraged to collaborate with one another and share instructional resources in order to enhance professional practice and ultimately improve the academic success of the students. Materials that could be shared by the broader Connections Education community include, but are not limited to lesson plans, worksheets, problem sets, newsletters, presentations such as PowerPoints, recorded LiveLesson® presentations and resources. By providing these through the EMS or other company provided online applications or templates (e.g., software for LiveLesson® presentations and LiveLesson® templates) or communications tools (e.g., WebMail or email), teachers agree that the company has a non-exclusive license to use and modify these materials and such modified materials are company owned derivative works. Any such materials so contributed may be edited and formatted by the company and used by the company in any way it deems appropriate. In addition, where a teacher places any approved content in the EMS, any such modifications and/or content will also be company owned derivative works. The company will have the right to use such materials, modifications and/or content in any way it deems appropriate. Teachers are free to retain a copy of their original (unedited) materials when they leave the company, but any company templates or third party materials used or incorporated under a company license with permission from a third party must be removed.



## PROPERTY AND EQUIPMENT

Our property or equipment and the property and equipment of a Connections Education affiliated school or program (the “property or equipment”) is not for personal use and may not be removed from the premises without permission. We reserve the right to access and search all equipment. Computer systems, telephone systems, e-mail, WebMail, and voicemail are to be used for school purposes only and will be monitored as appropriate. We reserve the right to bill a teacher for the cost of material not returned when a teacher leaves the company and/or for the amount of personal telephone calls, if any, charged to work phone account.

Office based teachers must follow the procedures set forth by building management in owned or leased facilities including a non-smoking policy. Teachers are also prohibited from smoking in the presence of any students or families enrolled in a company-affiliated school or attending a company function.

## CELL PHONE/MOBILE DEVICE USE

In order to maintain teacher productivity yet also ensure personal privacy, we encourage teachers in key positions to use a “Google voice cellular phone number” as part of their personal mobile device use. This allows the teacher to stay in contact with school associates and co-workers while they are out of the office.

Teachers MAY utilize this number to communicate with students and families via text message. Should a teacher/staff member choose to do so, s/he must also transfer the content of that correspondence to the student’s log, and record it as a Contact in the same manner as if communication occurred via email and webmail.

We encourage teachers to remember safety when using their cellular phones or mobile devices for school purposes while driving. We encourage teachers to safely pull off of the road when engaging in all cell phone conversations or using mobile devices for other purposes (emailing, texting, etc.). Teacher should be aware of and follow the appropriate state and local laws regarding use of cellular phones and mobile devices while driving.

## SOFTWARE/HARDWARE POLICY

**Acceptable Use:** This section defines the boundaries for the “acceptable use” of the employer’s electronic resources, including software, hardware devices, and network systems. By using the employer’s hardware, software, and network systems, you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable company policies, as well as city, state, and federal laws and regulations.

**Software:** All software acquired for or on behalf of the employer or developed by teachers or contract personnel on behalf of the employer is and shall be deemed company property. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements. Under no circumstances should any user install or download any software onto an employer-owned computer without specific permission from MIS.

**Purchasing:** All purchasing of company software shall be centralized with the MIS department to ensure that all applications conform to company software standards and are purchased at the best possible price. All requests for software must be submitted to the department head for approval. The request must then be sent to the MIS department, which will then determine and purchase the standard software that best

accommodates the desired request.

**Licensing:** We are responsible for enforcing all applicable licenses, notices, contracts, and agreements for software that is used on company computers. Unless otherwise provided in the applicable license, notice, contract, or agreement, any duplication of copyrighted software, except for backup and archival purposes, may be a violation of federal and state law. We must strictly enforce license compliance because any violation by a user may still cause us to be liable for the consequences of such violation.

**Hardware:** All hardware devices acquired for or on behalf of the employer or developed by teachers or contract personnel on behalf of the employer is and shall be deemed the employer's property. All such hardware devices must be used in compliance with applicable licenses, notices, contracts, and agreements. All purchasing of company computer hardware devices shall be centralized with MIS to ensure that all equipment conforms to company hardware standards and is purchased at the best possible price using volume discounts or national accounts. All requests for computing hardware devices must be submitted to the department head for approval. The request must then be sent to MIS, which will then determine standard hardware that best accommodates the desired request.

**Outside Equipment:** No outside equipment or hardware may be plugged into the employer's network without specific permission from MIS (including USB peripherals and Flash Drives).

## ELECTRONIC COMMUNICATIONS, TELEPHONE COMMUNICATIONS AND ACCESS CONTROL SECURITY POLICY

**Connection Educations (CE) Property:** As a productivity enhancement tool, the employer encourages the school use of electronic communications (including phone, voicemail, e-mail, webmail, message boards, instant message and fax). Electronic communications systems and all messages generated on or handled by electronic communications systems, including back-up copies, are considered to be the property of CE, and are not the property of users of the electronic communications services.

**Authorized Usage:** CE's electronic communications and telecommunications systems generally must be used only for school-related activities. Incidental personal use is permissible so long as:

1. It does not preempt any school activity.
2. Your department head is aware of your intended non- school usage.
3. It does not consume more than a trivial amount of time and/or resources.
4. It does not interfere with staff productivity.

Users are prohibited from using CE's electronic communications and telecommunications systems for charitable endeavors, private school activities, or amusement/entertainment purposes unless expressly approved by MIS. Teachers are reminded that the use of company resources, including electronic communications and telecommunications systems, should never create either the appearance or the reality of inappropriate use.

**Webmail:** Webmail can be used for communication on personal matters (such as hobbies, books, mutual interests etc.) so long as care is used in making statements that are an expression of personal opinion that could be viewed as being detrimental to the school; or as statements of school or company policy such as comments that are political (except for any specific legislative activity related to the operation of the school) or religious in nature. A good common sense test is to ensure that anything that is written in a webmail could be printed in a public newspaper and not be viewed as controversial or inappropriate.

**Gmail:** Another important reminder concerns the use of CE email. Any emails that are sent using CE's email system, whether or not the users are teachers, are the property of CE and may be viewed by members of CE's management or others with administrative rights to the system. Furthermore, MIS is instructed to forward to CE management any emails that violate our Internet usage policy or represent activities that could be detrimental to CE's operations. It is essential that all email correspondence be able to pass the same common sense test as described for webmail of being able to be printed in a public newspaper without any embarrassment to the sender, recipient or the employer.

**Telephone Usage:** telephones may be monitored or recorded to ensure quality and in some departments, school phones may not be used for personal calls, depending on the nature of the work. In some departments, personal cell phones may only be used in break areas during teachers' scheduled breaks and lunches.

**User Accountability:** Regardless of the circumstances, your individual user account passwords must never be shared or revealed to anyone else. This includes logging into a company resource as you to allow another user to access those resources. If another user does not have access to a resource and asks you to log in for them, you should deny the request and notify MIS immediately. If users need to share computer resident data, they should utilize public directories on local area network servers, SharePoint or the Virtual Library in the LMS. Users should also refrain from sending attachments to internal users for review and comment if the resource is available in the public folder or SharePoint on the employer's network.

**Access Control:** To prevent unauthorized parties from obtaining access to electronic communications, users must choose passwords that are difficult to guess (not a dictionary word, not a personal detail, and not a reflection of work activities). The employer's password policy requires users to choose a password that is at least 8 characters long and a combination of letters, numbers and/or symbols. You will be required to change your password every 90 days, and you will not be permitted to re-use your previous 5 passwords.

**No Guarantee Message Privacy:** CE cannot guarantee that electronic and telephone communications will be private. Teachers should be aware that electronic and telephone communications could, depending on the technology, be forwarded, intercepted, printed, and stored by others. Furthermore, others may require access to electronic and telephone communications in accordance with this policy.

**Regular Message Monitoring:** It is CE's policy not to regularly monitor the content of electronic communications. However, the content of electronic communications may be monitored and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. Users should structure their electronic communications in recognition of the fact that we may examine the content of electronic communications.

**Statistical Data:** Consistent with generally accepted school practice, we collect statistical data about electronic communications. As an example, call-detail-reporting information collected by telephone switching systems indicates the numbers dialed, the duration of calls, the time of day when calls are placed, etc. Using such information, MIS staff monitors the use of electronic communications to ensure the ongoing availability and reliability of these systems.

**Incidental Disclosure:** It may be necessary for MIS staff to review the content of an individual teacher's communications during the course of problem resolution. MIS staff may not review the content of an individual's communications out of personal curiosity or at the behest of individuals who have not gone through proper approval channels

**Message Forwarding:** Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. Sensitive information must not be forwarded to any external party without the prior approval of your department head. Blanket forwarding of messages to parties outside the organization is prohibited unless the prior permission of the president has been obtained.

**Purging Electronic Messages:** Sent and received emails should also regularly be purged from your personal electronic message storage areas. As a school associated with public education, we are subject to public records requests from members of the press or others. Once such a request has been made, it is a criminal offense to delete content that could be covered by the request, even if the person who deleted the content genuinely believes that the deleted content was not relevant. The best way to prevent this problem is to regularly delete emails that are not essential. Deleting unneeded messages is also necessary to keep our email servers from being overloaded. Each email account has a storage limitation that will notify you when the maximum space in your account has been reached. At that point, you are required to archive or delete your non-essential email to make more room in your mailbox.

## SUBSTANCE ABUSE

TECCA is committed to maintaining a safe, healthy, and efficient working environment for our teachers and the customers that we serve. Therefore, we require a drug-free workplace. Teachers are strictly prohibited from misusing controlled substances, intoxicants, inhalants, alcohol and prescription drugs, or purchasing, selling, manufacturing, distributing, possessing, or working under the influence of illegal substances. Teachers are also prohibited from consuming alcohol in the presence of any students or families at any school function.

Contact administration if you are aware of any illegal activity at TECCA. You are required to cooperate fully with Human Resources if you are involved in substance abuse investigations. Teachers who are referred for treatment and do not remain drug/alcohol free, and/or perform unsatisfactorily on the job, may be subject to termination.

TECCA administration reserves the right to carry out searches of teachers and their property, including desks, work areas, files, lockers, bags, or other personal belongings (including vehicles), while at school or work-related areas and functions, if there is a valid reason for such a search.

## TEACHERS AND STUDENT/FAMILY RELATIONS

It is our policy to ensure the safety and well-being of all children participating in activities sponsored by us, and to report suspected cases of child abuse and neglect consistent with the requirements of state law. Teachers are strictly prohibited from providing transportation to students for any purpose.

At times, a teacher may be permitted to visit the home of a student if the student's parent or guardian is present. Prior to such a visit, the teacher must gain approval from the Principal or Principal's designee. Further, any teacher visiting a student's home must do so with at least one other TECCA teacher. Under no circumstances should a teacher conduct a home visit alone.

The following are prohibited actions when in the presence of students or families:

- Smoking or using tobacco products
- Consuming alcohol
- Using profanity, inappropriate language, or language that could be perceived as offensive by others

Teachers may not engage in physical contact with a child that is harmful, sexual, offensive, unwelcome or inappropriate, or physical contact that is perceived as harmful, sexual, offensive, unwelcome or inappropriate.

## EXTERNAL INQUIRIES

Any teacher who receives an external inquiry or a request for documents from a regulatory or legal authority or from the press; or who receives an inquiry concerning information that is not normally provided in the teacher's normal course of their employment, such as an teacher reference request, should refer such inquiry as follows.

- Refer all media inquiries to administration.
- Refer all inquiries from lawyers or government agencies to the Legal Department.
- Refer all employment references requested to the Human Resources Department. We do not respond to oral requests for references. All requests must be in writing accompanied by a signed authorization.
- As a teacher, do not under any circumstances respond to requests for information regarding another teacher. If you receive a request for a reference, you should forward the request to the Human Resources Department for a response.

## ACCESS TO TEACHER RECORDS

Under the Occupational Safety and Health Act ("OSHA"), teachers have the right to examine and copy relevant "teacher exposure records" and "teacher medical records," as those terms are defined under the statute. Human Resources is responsible for maintaining these records. If you wish to access your records, please contact Human Resources.

Teacher Exposure Records: Teacher exposure records are retained for thirty (30) years. In the event that workplace monitoring is conducted, we may elect to retain the data (e.g., lab reports, worksheets, etc.) for only one year. In such cases, the sampling results and sampling plan, analytical and mathematical methods used, and a summary of the other relevant background data will be retained for at least thirty (30) years.

Teacher Medical Records: Generally speaking, teacher medical records are retained for the duration of employment plus thirty (30) years. However, this does not apply to:

- Health insurance claims records that are maintained separately from the Company's medical program and its records; or
- First aid records (not including medical histories) of one-time treatment and subsequent observation of minor injuries (e.g., scratches, cuts, burns, splinters, etc.) that (i) do not involve medical treatment, loss of consciousness, restriction of work or motion, or transfer to another job; (ii) are made on-site by a non-physician; and (iii) are maintained separately from the Company's medical program and its records.

If you work for the company for less than a year, the company may elect to provide you with these records upon the termination of your employment rather than retaining them. The OSHA regulation entitled "Access to Teacher Exposure and Medical Records" is available in Human Resources. If you would like a copy of the

regulation and/or its appendices, please contact Human Resources.

## ACCOMMODATIONS FOR DISABILITIES

TECCA conforms to the requirements and regulations of the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, and all applicable state and local laws including modifications made by the ADA Amendments Act of 2008. Qualified individuals with disabilities may be entitled to a reasonable accommodation in the workplace. If you believe you are such an individual, please communicate that information in writing to Human Resources. We will attempt to work with you to accommodate your needs, as well as our work requirements.

If an employee or an applicant comes to a supervisor or manager requesting a reasonable accommodation, it is the supervisor/manager's responsibility to immediately involve Human Resources in the process.

Any information regarding a disability will be kept confidential to the extent possible.

## WORKPLACE SAFETY

All employees must practice safety awareness by anticipating unsafe situations and reporting such conditions immediately. If a crisis or near-crisis situation arises at any work location, do not attempt to handle it on your own. Immediately consult your manager and/or Human Resources.

Practice safety around the office by not using, adjusting, or repairing machines and equipment if you are not authorized and qualified to do so. Be alert for tripping or slipping hazards. Keep walking areas clear of carts, boxes and other obstacles. Know the locations, contents and use of first-aid kits. If there is a medical emergency, call 911. Be familiar with our emergency action plans and report all injuries, illnesses, and accidents that are sustained while performing company-related work or while on our property to your manager immediately, no matter how minor. If you are in a position where you operate machinery or equipment that requires specific training or certification, you must possess the appropriate certification or have completed the appropriate training.

## SECURITY

We will not be liable for the loss, theft, or damage of any personal property brought onto our premises, or for fire, theft, damage, or personal injury involving teacher automobiles, their contents, or occupants. We reserve the right to inspect and search all areas of our premises at any time without notice and to question individuals on our premises concerning safety and/or security matters. Furthermore, in order to promote the safety of employees and company visitors, as well as the security of our facilities, we may conduct video surveillance of any portion of our premises at any time, the only exception being private areas such as restrooms.

Security inspections, searches and investigations can include, without limitation, examining offices, computers, CDs, disks, files, file cabinets, desks, closets, storage areas, restrooms, and all other areas of our facilities and premises as well as the person, vehicles, purses, packages, parcels, and other containers of individuals entering, leaving, or located on company property. We may conduct these investigations, inspections, and searches to detect illegal or unauthorized drugs and drug paraphernalia, alcohol, weapons, removal of company property, or for other reasons at our discretion. For these reasons, we keep duplicates of all keys issued to employees.

We reserve the right to access and inspect any personal computer or related device if such equipment is used for school. This right is limited to the work-related information that may be contained on these devices. Please note that in no case should work-related electronic content be stored on personal computers at home except when an employee is specifically assigned to work at home and to use personal equipment.

Your assistance with our efforts to provide for security—including your authorization to conduct security inspections or cooperation with company security inspections—is expected as a condition of your continued employment and is greatly appreciated. We reserve the right to occasionally review “swipe” records at buildings where key cards are used for access as well as question teachers about office entry at abnormal hours.

## OUTSIDE THREATS

If you are the recipient of a threat against the company, our facilities or teachers including you, you are required to report such incident immediately. Please use the following guidelines for dealing with threats.

**Threat Over-The-Phone:** If you receive a threatening call, send an instant message to your Manager or Human Resources immediately noting that the caller is on the phone and that a threat is being made. Note the caller's phone number from your phone's caller ID.

**Email Threat:** If you receive a threatening e-mail, immediately forward the e-mail to your Manager and Human Resources.

**Mail Threat:** If a threat is received through the mail, notify your Manager and Human Resources immediately. Save the letter and the envelope, and, if possible, do not handle suspicious packages. If you find a suspicious item (package, box, briefcase, etc.) that does not belong in your area, immediately notify Operations.

**In Person Threat:** Please call 911 immediately.

## EMPLOYEE ACKNOWLEDGEMENT OF POLICIES

I acknowledge that:

1. I have been advised of this TECCA Policy Handbook which sets forth various policies regarding my employment.
2. I understand that I have access to and can obtain a copy of the TECCA Policy Handbook for review at any time online in the Virtual Library or by contacting Human Resources or my manager.
3. I understand and agree that I am responsible for knowing and understanding its contents and abiding by the policies set forth in the handbook.
4. I understand that this TECCA Policy Handbook creates a contract of employment, and expectations of both the Employee and the Employer.
5. I understand that this TECCA Policy Handbook may have additions made, with Board approval, during the school year. Should such an instance be needed, all faculty will be informed to the change in writing via email as well as orally in a Faculty Meeting Presentation. I understand that any amendment of the handbook will always govern and supersede any prior versions.
6. I understand, in accordance with the handbook policies, that if I should have questions or concerns regarding my terms of employment or working conditions, I should contact Human Resources or my manager.
7. I have read and understand the policies contained in this handbook and I agree to abide by all policies

as well as immediately report any perceived violations of policies to my manager and/or Human Resources.

8. I understand that the employer has the right to use disciplinary action for any violation of policy or perceived violation of policy contained in this handbook.
9. I understand that the details of any benefits available to me as a teacher.

Teachers/staff members acknowledge receipt and adherence to this TECCA Policy Handbook through the signing of their Compensation Statement (June of concluding school year) and via Staff Acknowledge Dataview, completed in each Pre-Planning Period.