



## **Maine Virtual Academy Staff Handbook**

*Adopted by the Maine Virtual Academy Board of Directors on May 12, 2015,  
and Revised on March 19, 2024*

**DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT**

**THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.**

**I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE SCHOOL OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

*(Note: This page is to remain in the Employee Handbook)*

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## **WELCOME TO THE MAINE VIRTUAL ACADEMY!**

Thank you for joining our team at Maine Virtual Academy (MEVA). On behalf of myself and the MEVA Board of Directors, I extend our welcome to you as you join us on an extraordinary educational adventure into the world of virtual education.

We believe that you will make a great contribution to each of our students, their families and to our school. We hope that you will find your employment at MEVA a rewarding experience. We look forward to the opportunity of working together with you to create a highly successful school and we are confident that you find your employment with MEVA mutually beneficial and gratifying.

You are joining an organization that prides itself on providing a quality choice in education for families in Maine. We are looking forward to the upcoming school year and our work with you at MEVA. We recognize the crucial role that teachers and staff play in every school, and we will do everything possible to support you on your journey with us!

All the best!

Dr. Melinda Browne, MEVA Head of School

## **INTRODUCTION**

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### **INTRODUCTION TO HANDBOOK**

This handbook was developed to provide you with guidelines to our school's policies and to outline programs and benefits available to you. You should familiarize yourself with the contents so you will know what is expected of you and what you can expect from our School.

This Employee Handbook replaces all previous MEVA handbooks, policies, and memoranda. Failure to follow any of the policies in this handbook may result in disciplinary action, up to and including, termination of employment.

You should have already signed an Employment Agreement outlining your employment relationship with MEVA. Contact your supervisor or the Head of School if you have any questions. We hope that your experience with us will be challenging, enjoyable and rewarding. Again, welcome!

## **EMPLOYMENT**

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### **AT-WILL EMPLOYMENT**

Your employment with MEVA is at-will which means that you or MEVA may terminate your employment at any time for any lawful reason. MEVA employment requires all employees to work and reside in Maine. Your employment with MEVA is at will regardless of whether you have a written employment agreement with MEVA.

MEVA has the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces all prior handbooks, written documents (apart from authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

### **CHANGE IN POLICY**

The Board may change, revoke, or supplement the policies in this handbook at any time without notice. The Board will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor for clarification.

### **EQUAL EMPLOYMENT OPPORTUNITY**

MEVA provides equal employment opportunities to all Employees and applicants in all School facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

### **PERSONNEL FILES**

MEVA maintains a personnel file on each employee. Contact your supervisor to request a review of your personnel file or contact the Head of School to view your personnel file.

To ensure that your personnel file is always up to date, notify your supervisor or your payroll specialist of any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, or the individuals to notify in case of an emergency.

## **ACCOMMODATION OF DISABILITIES**

MEVA is committed to making every reasonable effort to accommodate an employee's disability. Accommodations may be provided, as long as the employee can perform the essential duties of the job and it does not create an undue hardship for the school. A reasonable accommodation may include changes in the work environment or in the way a job is performed so that a person with a disability may enjoy equal employment opportunities.

Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing a reasonable accommodation, including:

- Changing the employee's job duties.
- Changing the employees' work hours.
- Relocating the employee's work area.
- Providing mechanical or electrical aids.
- Providing leave; or
- Transferring the employee to a less strenuous or less hazardous position.

Accommodation depends upon the employee's job qualifications and the specific facts and circumstances of each individual situation. Please inform your supervisor if you require an accommodation. Your supervisor will work with you to determine if there is a need for an adjustment or change at work to accommodate your needs.

## **EMPLOYMENT OF RELATIVES**

MEVA allows the employment of qualified relatives of Employees provided that the working relationship does not create an actual or perceived conflict of interest. Additionally, related Employees may not have a direct reporting or supervisory/management relationship.

For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. This policy applies to all categories of employment at the school, including regular, temporary, and part-time positions.

## **SEPARATION FROM EMPLOYMENT**

An employee may be separated from employment either voluntarily or involuntarily by resignation, retirement, lack of work, poor performance or other reasons, including but not limited to relocating outside the geographic area of Maine.

### **Exit Interviews**

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about MEVA. During the exit interview, you can provide insights into areas for improvement for the school and your specific position.

### **Return of School Property**

Any property issued to you by the school such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes, credit card(s) or any other equipment must be returned at the time of termination. You will be responsible for any lost or damaged items.



## **EMPLOYEE CONDUCT**

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### **ANTI-HARASSMENT**

*MEVA is committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment based on an individual's legally protected status, is prohibited and will not be tolerated.*

All Employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, MEVA will promptly take any necessary and appropriate disciplinary action.

MEVA will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

The term "harassment" includes harassment based on any category protected by federal, state, or local law, which may include, but is not limited to, making sexually explicit comments or jokes, displaying photos or drawings, or sending emails that create a hostile working environment. Employees and supervisors may not engage in conduct that threatens or intimidates another employee or that is unwanted physical contact of any kind. Harassment usually means sexual conduct, but it refers to any offensive gesture, comment or any other activity that is directed at workers based on their religion, national origin, gender, race or disability or other legally protected status.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:

- a. Submission to such conduct is an explicit or implicit term or condition of employment.
- b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
- c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### **Complaint Procedure**

MEVA provides you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive, and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor or the Head of School. We cannot resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so

we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

### **Confidentiality**

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### **Investigative Procedure**

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved Employees, including the alleged harasser, and any Employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, MEVA will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. MEVA may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, MEVA will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy. Complaints of unlawful harassment, sexual harassment or discrimination may also be filed with the Main Human Rights Commission, State House Station 51, Augusta, ME 04333, (207) 624-6290.

### **Duties of Employees and Supervisors**

All Employees of MEVA are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. MEVA strives to maintain a pleasant work environment where all Employees can effectively perform their work without interference of any type and requests the assistance of all Employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaints made (i.e., supervisor, Head of School) should act promptly to notify the Head of School. MEVA may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

## **VIOLENCE IN THE WORKPLACE**

MEVA is committed to providing a safe workplace for Employees, customers, vendors, volunteers, independent contractors, and others with whom we do business. MEVA has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional, or veiled threat of harm to any employee, guest or School property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All Employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to his/her supervisor, the Head of School, or the Board. You must assume that any threat is serious. MEVA will carefully investigate reports and fully maintain employee confidentiality.

MEVA will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on School premises or while engaged in School business off the premises.

## **WEAPONS**

MEVA has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on School property or conducting School business. For purposes of this policy, School property includes, but is not limited to, all School facilities or school-provided equipment that are either leased or owned by the school.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, MEVA reserves the right to request inspections of any employee and their personal effects while on School property, to the extent allowable under applicable law. Any employee who refuses to allow a lawful inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to your onsite supervisor.

## **DRUG-FREE WORKPLACE**

MEVA is committed to protecting the safety, health and well-being of all Employees, customers, clients, and vendors in our workplace. "Workplace" includes school property, any school-sponsored activity, or any other site where you are performing work or representing the school. The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

All Employees are expected to contribute to maintaining a drug-free workplace. Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer, or cultivation of drugs in the workplace. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription under federal law, is not a violation of this policy. As a condition of continued employment, all Employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by MEVA's health care plan coverage or drug and alcohol abuse rehabilitation and education programs.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations, or any other federal, state, or local agency drug testing regulations related to a particular industry.

### **TOBACCO-FREE WORKPLACE**

MEVA is committed to providing all Employees with a safe and healthy work environment. MEVA premises in which children are served are smoke-free. All other MEVA premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For the convenience of employees, an outdoor smoking area may be designated in MEVA facilities in which children are not served, and smoking shall be prohibited in all areas other than the designated area. Employees are expected to use the waste disposal receptacles for smoking products. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination.

### **GUIDELINES FOR APPROPRIATE CONDUCT**

In order to conduct the operations of MEVA efficiently and professionally, all Employees are to follow rules of conduct that will protect the interests and safety of all Employees and the School. All Employees are expected to always act in a professional manner, including during interactions with customers, co-workers, management, and the general public.

Although it is not possible to list all forms of inappropriate behavior and conduct, the following are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment:

- Falsifying employment or other school records.
- Violating the Anti-Harassment policy.
- Violating certain state, federal or local laws and regulations.
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment.
- Soliciting gratuities from customers or clients.
- Displaying excessive or unexcused absenteeism or tardiness.

- Possessing firearms, weapons, or explosives on school property.
- Using the school's property and supplies, particularly for personal purposes, in an excessive, unnecessary, or unauthorized way.
- Negligent damage of property.
- Violating the Violence in the Workplace policy.
- Violating the Drug-Free Workplace policy.
- Committing theft or unauthorized possession of school property or the property of fellow Employees; possessing or removing any school property, including documents, from the premises without prior permission from management; using school equipment or property for personal reasons without proper authorization; using school equipment for profit.
- Giving confidential student information to competitors or other organizations, or to unauthorized Employees; working for a competing business while an employee of the school; breaking confidentiality of student information.
- Using obscene, abusive, or threatening language or gestures.
- Interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of Employees who are on working time.
- Smoking in restricted areas or at non-designated times.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, Employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- Written Counseling - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- Termination - If an employee fails to follow acceptable conduct or performance standards, the Board may terminate the employee's employment.

Depending on the specific circumstances, MEVA may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

### **ABSENTEEISM AND TARDINESS**

Regular attendance is important to the smooth operation of MEVA. If you are late or absent, it places a burden on other Employees and may impact productivity, customer satisfaction and team morale. You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon as possible. In most circumstances, you should notify your supervisor within the

first 30 minutes of your work shift each day of your absence unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider before you are permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

### **OUTSIDE EMPLOYMENT**

You may hold outside employment so long as you meet the performance standards of your job with MEVA. You will be evaluated by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

Any outside employment or volunteering that appears to conflict with or compromise the interests of the school is not permitted. Volunteering includes but is not limited to political activities. Employees also may not receive any income or material gain from individuals outside the school for materials produced or services rendered while performing their jobs with the school.

### **PROHIBITED USE OF RECORDING DEVICES**

To encourage open channels of communication among Employees and to ensure the privacy of our Employees, clients and customers, and the integrity of our school information, you may not openly or secretly tape, record, or videotape, any conversation, communication, activity, or event while on working time. This policy also applies to recording conversations and communications with any other third parties either doing business with or connected to MEVA, including outside legal counsel, auditors, and regulatory officials.

You are restricted from using the recording or camera functions on any electronic communication devices to record MEVA students at any time, unless the recording is for an educational purpose authorized by MEVA.

### **ROMANTIC RELATIONSHIPS**

MEVA strongly believes that an environment where Employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Romantic relationships may cause misunderstandings, conflicts of interest, complaints of favoritism, negative employee morale, and has the potential for sexual harassment claims if the relationship ends.

All Employees are strongly discouraged from becoming romantically involved with co-workers, especially in relationships where Employees are in a supervisor-subordinate relationship. Employees are expected to behave in a professional manner in the workplace and must follow the school's policy against unlawful harassment of any kind, including sexual harassment.

An employee who is romantically involved with a supervisor or co-worker should immediately and fully disclose the relevant circumstances to their supervisor or another management member so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If so, the Board may take appropriate action according to the

circumstances, up to and including transfer or termination of employment.

## **HOURS AND COMPENSATION**

### **HOURS OF OPERATION**

Normal operating hours for MEVA are from 8:00am to 4:00pm, Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks to facilitate the smooth flow of business and to maintain an adequate number of staff.

Give your supervisor as much advance notice as possible for any schedule changes.

### **SALARY ADMINISTRATION**

For payroll purposes, the workweek for MEVA begins 8:00am Monday and ends at 4:00pm Sunday. This practice may vary for those with flexible work schedules, but the workweek will always be a fixed 7-day period.

All Employees will be paid biweekly. For paydays falling on a weekend or holiday, you will be paid the prior business day. Direct deposit options will be available.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

### **TIMESHEETS**

Accurately reporting time worked is the responsibility of every nonexempt employee in order for MEVA to calculate employee pay and benefits. All nonexempt employees are required to accurately complete a timesheet reflecting all time worked and time away from work. You must sign your own timesheet prior to submitting it to your supervisor for approval. Any discrepancies a nonexempt employee may have regarding overtime should be resolved by your supervisor before submitting your hours. Nonexempt employees may not work "off the clock" and if you are asked to do so, you should immediately report this to management.

### **ERROR IN PAY**

MEVA makes every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

You should review your paycheck when received and, if you believe an error has been made, contact your supervisor or the CFO. All necessary steps will be taken to research the problem and to ensure that any necessary correction is promptly made.

### **EXEMPT EMPLOYEE REDUCTION OF SALARY**

Exempt Employees are paid on a salary basis and, in general, must be paid their full salary for any week they perform work. Their weekly salary may be reduced only in the following circumstances:

- Employees who are absent for at least a full day because of personal reasons, sickness or disability will not be paid for that day unless they have accrued paid time

off under the MEVA paid time off, vacation, sickness or disability policy and the absence qualifies for pay under the policy. Their salary will not be reduced for less than a full day because of personal reasons, sickness, or disability.

- Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
- Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time worked.
- Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under MEVA's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.
- Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed according to a written policy applicable to all Employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of unpaid suspension is included into all similar policies.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to Employees.

#### **Prohibited Reductions/Complaint Procedure**

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements and is not to be considered any type of contract.

#### **OVERTIME FOR NONEXEMPT EMPLOYEES**

Depending on the School's work needs, employees will be required to work overtime when requested to do so. Nonexempt Employees will be paid overtime premiums at the applicable federal or state wage rate, whichever is higher. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor. Failure to obtain approval in advance of working overtime is a violation of School policy and you may be subject to disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed.

#### **Prohibited "Off the Clock" Work**

Employees are not to work "off the clock" and are required to ensure that all time worked is properly recorded. If you are given directions to perform work "off the clock," you should promptly notify your supervisor. If your supervisor has given you directions to work "off the clock"



and/or has told you not to properly record all hours worked, notify your CFO. You will not be penalized in any way for making such a complaint.

[The following policy is applicable to employees working in Maine.](#)

### **NURSING MOTHERS**

MEVA will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for her nursing child for up to 3 years following childbirth. MEVA will make a reasonable effort to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. MEVA will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

## **OPERATIONS**

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### **APPEARANCE**

All Employees are to exercise sound business judgment regarding grooming, neatness, and personal hygiene when reporting for work and engaging in work-related activities. You are expected to dress in a manner that is consistent with both the workplace and the type of work you perform.

Some individuals may have sensitivity or allergic reactions to perfumes, colognes, powders, and lotions. If you use these items, use them in moderation and with consideration for those around you.

MEVA will consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact your supervisor if you have a request for accommodation in this area.

### **JOB PERFORMANCE EVALUATIONS**

MEVA is committed to attracting and retaining a qualified and competent workforce. Employees typically will receive an annual written performance review and may receive additional performance evaluations at other intervals. Written performance reviews will be based on your overall performance in relation to your job responsibilities, your achievements and work behavior. Informal performance discussions typically occur throughout the year and encourage open supervisor-employee communication.

A positive performance review does not guarantee either an increase in compensation or continued employment. Raises, if given, may be based on a number of factors, such as the school's performance, department or group performance and individual performance.

### **EMERGENCY OFFICE CLOSING**

MEVA may close school facilities to protect employees' well-being and safety during periods of severe weather, utility failure, national crisis, fire, flood, earthquake, or some other emergency. Your supervisor will advise you of the procedures to be followed when offices are closed. If the office is closed for a full day or more, non-exempt Employees will not be paid, but they will have the option to use any accrued but unused paid time off.

### **GIFTS AND FAVORS**

Employees should not solicit or accept a promise of future employment based on any gift, loan, gratuity, reward, or anything else of monetary value that might appear to influence your judgment or create a conflict in the performance of your job.

You may accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$100, are customary in the industry, and do not influence your judgment or conduct or create an appearance of impropriety or conflict of interest. Contact your supervisor for guidance as needed.

## **SOLICITATIONS AND DISTRIBUTION OF LITERATURE**

MEVA strives to maintain a professional environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

The following guidelines apply throughout MEVA:

- Group meetings for solicitation purposes during work time or in work areas are prohibited. This guideline does not pertain to school-sponsored meetings.
- Distribution or circulation of literature or other materials during work time or in working areas is prohibited.
- Employees are not to engage in the solicitation of other Employees during work time or in working areas.
- Employees must have management approval to post information on the school's bulletin board.
- Non-Employees are prohibited from trespassing, soliciting, or distributing literature on school premises.

## **EMPLOYMENT REFERENCES**

You should refer all requests for employment verification, on current or former Employees, to the Head of School. MEVA will only release your last title and dates of employment unless you have authorized in writing certain additional information to be provided.

## **WORKPLACE ACCIDENTS AND WORKERS' COMPENSATION INSURANCE**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor and/or the Head of School. If you or another employee is seriously injured, contact outside emergency response agencies. No matter how insignificant an injury may seem at the time of occurrence, you are to notify a supervisor or MEVA's Head of School of any workplace accident or injury.

The federal law, Occupational Safety and Health Administration (OSHA) requires that we keep records of all illnesses and accidents which occur during the workday. Employees are required to report any workplace illness or injury, no matter how slight. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor or MEVA's Head of School for more information. Workers' compensation insurance coverage is provided by MEVA.

## **STUDENT AND FAMILY RELATIONS**

*MEVA strives to consistently provide students and their families with service that is of exceptional quality and value.*

In order to realize our commitment to our families, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with families by gaining their trust and respect through professional, honest interaction.

- Handle complaints quickly and professionally. If you are unable to resolve a complaint to the parents' satisfaction, review the situation with a member of the administrative team.
- Communicate with families in a professional manner either in person, over the phone, or via e-mail.

## **CONFIDENTIALITY OF STUDENT INFORMATION**

Employees shall ensure the confidentiality of all student records, as required by state and federal law, including the federal Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq.) ("FERPA"). Any personally identifiable information about a student that is disclosed to Employees shall be used solely for the stated purposes of the disclosure and shall not be re-disclosed to any other person without the prior written consent of the student's parent (or of the student if he/she is age 18 or older). Re-disclosure of such information by Employees without the required prior written consent will result in disciplinary action, up to and including termination.

## **MEVA PROPERTY**

To ensure the safety and welfare of Employees and invitees, MEVA reserves the right, on reasonable suspicion that school policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks and any other property located on school premises or worksites. Entry on school premises or worksites constitutes consent to searches or inspections.

## **TRAVEL**

When travel is approved and performed while conducting School Business, Employees must follow MEVA's Travel Policy/Procedure regarding expenses and reimbursement. MEVA's Travel Policy/Procedure may be obtained from the Head of School.

## **TELEWORK POLICY**

Maine Virtual Academy (MEVA) is a leader in workplace innovation and environmental stewardship. To that end, MEVA has developed a Telework Policy and Procedure to provide the framework and expectations for the following:

- Supporting employee wellbeing and work/life balance,
- Recruitment and retention of a skilled workforce,
- Supporting the needs of students and their families,
- Protecting our climate through lower greenhouse gas emissions and a reduced carbon footprint,
- Protecting MEVA's operational and financial interests.

This policy will be evaluated on an ongoing basis and is subject to revision at the discretion of the MEVA governing board. Any revisions will supersede prior versions.

## General provisions:

1. Telework is a mutually agreed upon work arrangement where an employee performs assigned duties and authorized activities during school hours at an agreed upon telework site on a regular or occasional basis. Teleworking is discretionary workplace flexibility based on operational need. Not all employees or positions are eligible to telework.
2. A Telework Authorization may be adjusted or terminated in response to a request from the employee or at the discretion of the Head of School. A Telework Authorization can be adjusted or terminated by the Head of School for reasons including but not limited to: if an employee's performance does not meet expectations, if the teleworking arrangement fails to meet organizational needs, including if the employee is unable to perform their work in a safe, effective and secure manner, or if the employee fails to meet the requirements of their Telework Authorization and this policy. Eligible employees may be allowed to telework part time or full time, based on employee request, operational need, pending Head of School approval.
3. Two types of Telework Authorizations are available:
  - a. *Regular telework*: Regular Telework Authorizations are approved by the Head of School for an ongoing agreed upon work schedule. Teleworking days and hours will be determined in advance and, in general and based on operational need, will not vary. The arrangement can last for a defined period or can continue indefinitely with regular review.
  - b. *Occasional telework*: Occasional Telework Authorizations are approved by the Head of School on a case-by-case basis, are infrequent, and not regularly scheduled. Occasional telework can allow employees flexibility to attend appointments, continue to perform work during workplace disruptions including emergency situations, or provide uninterrupted time for project work.
4. Telework employees may or may not be assigned a permanently designated workspace at the MEVA headquarters location. The Head of School will assign employee workspaces when Telework Authorizations are reviewed. Generally, workspaces will fall into three categories:
  - a. Dedicated, permanently assigned, workspaces that are not shared.
  - b. Dedicated, permanently assigned workspaces that are shared, where two (2) or more staff members "rotate" use on a set schedule; and
  - c. "Drop in" or "hoteling" spaces that consist of unassigned seating that is available either on a first- come, first-served basis, or is reserved.
5. A Telework Authorization does not represent an official assignment of headquarters (different rules apply to employees with an official assignment of headquarters at their home). The employee's official headquarters will remain the MEVA office location where the employee is generally expected to report for on- site work, whether or not the employee has a dedicated, permanently assigned workspace at that location, and regardless of the number of days per week the employee is expected to report to that location. When an employee travels/commutes to the MEVA headquarters location, mileage between the employee's telework location and MEVA headquarters is not reimbursable.
6. For Telework Authorizations by the Head of School, an employee will designate an area as a telework workspace that allows for privacy and confidentiality of work and is removed from

other distractions at the telework location. The employee must maintain the designated workspace in a safe condition, free from hazards and other dangers. The employee will work at the designated telework location during their agreed upon work schedule unless they have received prior written approval by the Head of School to temporarily work elsewhere. 'Temporarily' is typically defined as fewer than three consecutive weeks.

7. Teleworkers are covered under the State of Maine Workers Compensation Act when performing official duties in the agreed upon telework workspace. If an employee becomes injured while performing their duties via teleworking, they must report the injury to the Head of School (via email) immediately.
8. The teleworker must protect MEVA-owned equipment from possible theft and/or damage and ensure the security of all official or confidential data and documents. Appropriate IT, data and document security and safety requirements are established to ensure the security of confidential information during storage, transfer, or use at a telework site. Teleworkers shall complete annual compliance training within the expected window.
9. Operating costs associated with an employee's use of a telework location or use of personal equipment at a telework location, including but not limited to maintenance, insurance, and utilities, are not reimbursable by MEVA. MEVA is not liable for damages to an employee's personal or real property while an employee is teleworking.
10. The employee is responsible for determining any income tax implications of maintaining a telework site at their home (home office). MEVA will not provide tax guidance; employees are encouraged to consult with a qualified tax professional to discuss income tax implications.
11. MEVA owned equipment in use at an agreed upon telework location will be covered by the school's insurance, subject to relevant terms and conditions including the responsibility of the employee to ensure the equipment is adequately safeguarded and secured. Teleworkers should consult with their personal insurance agent to ensure there are no coverage deficiencies or adverse impacts to personal property or liability insurance.
12. Telework Authorizations are intended for employees who live within the State of Maine, due to the complexity of labor laws, tax requirements, and other rules and regulations.
13. Employee performance and productivity is subject to supervision and monitoring whether the employee is working on-site or teleworking.

**Eligibility:**

1. Positions eligible for teleworking are assessed according to the functions and duties of the position. Eligibility for teleworking is determined by the Head of School. Positions eligible for telework are typically those involving tasks and work activities that are portable, measurable, and not dependent on the employee being in the traditional worksite.
2. To be eligible for telework, employees must demonstrate: dependability, ability to handle responsibility, ability to self-motivate, ability to prioritize work effectively, ability to utilize good time- management skills, ability to work with their supervisor to clearly define tasks and performance expectations appropriate for telework, and ability to establish an

appropriate telework workspace.

3. Positions not eligible for telework are those that involve tasks not suitably performed away from the office. This can include but is not limited to positions that require an employee's physical presence to perform the functions and duties of the position.

**Scheduling, time and attendance:**

1. Teleworking days and hours will be determined in advance and, in general and based on operational need, will not vary. Teleworkers are expected to adhere to their work schedule and telework hours as approved by the Head of School; schedules will be developed based on operational need. Occasional, non-recurring schedule changes may be approved by the Head of School on a case-by-case basis, based on operational need and availability of workspace. Long term or permanent changes to the telework schedule will require an updated Telework authorization and must be approved by the Head of School in advance.
2. The Head of School may, based on operational need, require the employee to work from MEVA headquarters or other physical location on a regularly scheduled telework day. Advance notice will be provided when possible, however, if unforeseen circumstances arise an employee may be required to report to their headquarters or other physical location during agreed upon telework hours with little or no advance notice. When employees are required to work from MEVA headquarters or other physical location on a scheduled telework day, the Head of School may (but is not required to) approve an employee request to reschedule the telework day, subject to operational requirements.
3. Employees are required to participate in meetings regardless of work location and may be required to attend meetings in person. Teleworking employees shall not request to reschedule meetings based on their telework schedule. An employee is not permitted to delegate normally assigned duties to co-workers because the employee is unable to complete the task as a result of teleworking or does not have access to the necessary equipment at the telework site.
4. Except when engaged in other work-related activity, teleworkers must be reachable and responsive during their agreed upon telework hours via email or other agreed upon method, approved by the Head of School.
5. Teleworkers are required to provide the Head of School with access to an up-to-date schedule including details regarding work schedule and times available and unavailable, via their Google calendar or other agreed upon method.
6. Teleworking employees are expected to be focused on their work, in a dedicated space, during work hours.
7. Should technical or other difficulties arise while teleworking, such as loss of internet, loss of power, increased telework location distractions, etc. the teleworker must notify their supervisor and the Head of School and begin alternate work arrangements. A teleworker must work with their supervisor in advance to establish alternate work arrangements which may include reporting to the MEVA headquarters location if space allows, adjusting their work schedule for the day, or ensuring that the teleworker has work with them that can be

accomplished without internet connectivity.

**Equipment and supplies:**

1. MEVA will not be responsible for furnishing or maintaining telework site workspaces.
2. MEVA will only assign one set of IT equipment to an employee, based on the nature and type of work performed and as approved by the Head of School; this can include a laptop, docking station, keyboard, mouse, appropriate number of monitors, printer, etc. If an employee has a designated workspace and equipment at their headquarters location, they will not be provided duplicate equipment for a telework location. A detailed inventory will be maintained of any equipment removed from an employee's headquarters location to a telework worksite.
3. Office supplies such as paper, pens, etc. should be obtained at the MEVA headquarters, and the teleworker may take such supplies as are necessary to perform job functions and may not be used for personal activities; if an employee chooses to purchase supplies, out-of-pocket expenses will not be reimbursed without prior approval from the Head of School.
4. Family members and friends of teleworkers are not authorized to use MEVA-owned equipment.
5. All MEVA-owned equipment must be returned at the conclusion of the Telework Authorization, termination of employment, or at the school's request.

**Security considerations:**

1. Failure to comply with any security policies, procedures and guidelines may result in immediate termination of a Telework Authorization.
2. Telework must be performed using MEVA-owned equipment.
3. Security of all MEVA data and protection of MEVA-owned equipment and property containing confidential information will be ensured by the teleworker.
4. Materials and workspace must be secured when not working if the employee works with any Personally Identifiable Information or other confidential or sensitive information.

**MEVA Employee Responsibilities:**

1. Designate an area as a telework workspace that allows for privacy and confidentiality of work and is removed from other distractions at the telework location. Notify the Head of School in advance of making any changes to telework location, temporary (typically fewer than three consecutive weeks) or permanent, which may require a new authorization. (The employee will work at the designated telework location during their agreed upon work schedule unless they have received prior written approval by the Head of School to temporarily work elsewhere).
2. Furnish and maintain the designated telework workspace in an ergonomically correct and safe condition, free from hazards and other dangers to the employee and other MEVA personnel. The employee must notify the Head of School if they need or want an ergonomic assessment, which can be arranged with the MEVA Human Resources Manager. The



employee must agree to correct the workspace as advised in the assessment. The employee is responsible for the payment for any needed furniture or workspace alterations.

3. Ensure adequate internet connection that allows for participation in work-related activities and meetings via audio and video when required. The amount of internet speed required will vary based on the requirements of the position.
4. Comply with office policies or supervisor/manager requests to enable their camera for meeting attendance.
5. Adhere to MEVA's telework and school/work hours unless an alternate arrangement is approved by the Head of School.
6. Maintain a level of performance that meets expectations.
7. Be reachable and responsive during MEVA's telework hours.
8. Provide their supervisor with access to an up-to-date schedule via the employee's Google Calendar.
9. Be prepared to report to office/headquarters or other physical location on designated telework days if necessitated by work requirements or if directed by the Head of School.
10. Protect MEVA-owned equipment from possible theft and/or damage and ensure the security of all official or confidential data and documents.
11. Complete annual compliance training within the expected window.
12. Adhere to employment guidelines specified in the MEVA Employee Handbook and governing board policies. All MEVA employees are 'at will.'

Board Adoption Date: \_\_\_\_\_ 3/19/24 \_\_\_\_\_

\*\*See the Appendix at the end of this handbook for the Telework Authorization Procedure Form. Please complete it and return the form to the Head of School.

## **MAINE STATE ASSESSMENTS - IN PERSON, FALL & SPRING**

All MEVA Staff are required to be available during designated state assessment windows. You may be asked to test at designated test sites, provide academic coverage, coverage for any last-minute proctoring needs, travel to other areas of the state to test students for accommodation purposes. Time off requests or vacation time may be denied during these dates. Please plan your schedules/appointments accordingly.

Board Approval Date: \_\_\_\_\_ 3/19/24 \_\_\_\_\_

## **COMMUNICATIONS**

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### **COMPLAINT RESOLUTION PROCEDURE**

MEVA is committed to providing a comfortable and productive work environment for Employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with the Head of School. In an effort to resolve the problem, the Head of School will consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for Employees to report complaints of harassment and discrimination.

### **PERSONAL PHONE CALLS AND PERSONAL BUSINESS**

During business hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or charged calls, such as directory assistance, other than work-related calls, are to be made from school telephones. If it is necessary that you make a personal charged call from work, you must bill it to your personal credit card, home number or use your personal cell phone. Telephone records are subject to periodic review by management.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day. Personal visits from friends and family members to the worksite are discouraged.

### **USE OF COMMUNICATION SYSTEMS *(including internet or cloud-based networks & systems)***

MEVA provides the communication systems necessary for you to conduct business. You are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, email, wireless communication devices, iPads, tablets, facsimile, Internet access and other external network connections, network file share and storage systems, (including Google Suite products), wide area network, email, voicemail, computers, systems, audio/visual equipment, and other software and equipment. Meva's computing and communications systems are to be used in a productive manner primarily for school business.

#### **No Privacy Expectations**

You should have no expectation of privacy of any correspondence, messages or information located or sent across MEVA's computing and communication systems, regardless of the content or purpose. This includes email, social media sites, text messages, chat messages, internet searches and stored documents. Do not store highly sensitive school and/or any personal and identifiable information of MEVA students in any shared/stored documents housed in Gsuite. Documents stored and shared need to be FERPA friendly as outlined in the policies.

MEVA may access, monitor, copy, capture, disclose, delete, and use any communication, information, or data, whether personal or business related, that is created on, stored on (permanently or temporarily), viewed on, downloaded or uploaded to, accessed by, printed from, or communicated across the school's computing and communication systems with or without notice to the employee. This includes instances where Employees transmit or receive text or instant messages on school devices.

Work-related messages should be directed to the specific employee(s) rather than sending a global message to all Employees. It is the employee's obligation to notify any third parties affected by this policy of the school's policies regarding monitoring employee communications.

Communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Transmission or postings of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental/intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation are also prohibited.

Unless authorized by personnel with the authority to grant such authorization, any attempt to gain access to another employee's personal communications system and messages is prohibited.

## **WIRELESS COMMUNICATION DEVICE USE GUIDELINES**

MEVA provides wireless communication devices, including hands-free devices, to Employees who have a job-related need for them. These devices are the property of MEVA. The following guidelines must be followed:

- Employees are expected to carry wireless communications devices as directed by their supervisor.
- Employees are responsible to immediately report any lost or stolen wireless communications devices and must report such losses immediately.
- Upon termination of employment for any reason, the employee must return all school-issued property.

### **Safety Concerns**

MEVA values its Employees and the safety of others and expects Employees to put safety first while driving. Employees are prohibited from using wireless communication devices while driving unless using a hands-free device. Texting and emailing (including composing, sending, or reading) while driving is strictly prohibited. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing e-mail or text messages. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.

You are expected to know and follow all local and state laws related to using communication devices while driving. Employees are responsible for all traffic violations and consequences resulting from the use of communication devices while driving.

### **No Use of Camera Phone**

Use of the camera feature on cellular phones or other communication devices presents risks to the school, potentially compromising customer information, trade secrets, or the privacy of your co-workers. Use of this feature is banned from restrooms and locker rooms.

### **INTERNET CODE OF CONDUCT (*including cloud-based networks & systems like GSuite*)**

Access to the Internet has been provided to Employees for the benefit of the school. It is your responsibility to use the Internet in a productive manner. The following guidelines have been established for using the Internet.

#### **Acceptable Use of the Internet**

You should use the Internet in an effective, ethical, and lawful manner. You may use the Instant Messaging Systems and Internet Forums to conduct official school business or to gain technical or analytical advice. Databases may be accessed for information as needed. Email may be used for business contacts.

#### **Unacceptable Use of the Internet**

It is strictly prohibited for you to use the Internet while working for personal gain. Use of the Internet while on working time must not interfere with your productivity or disrupt the operations of the school network or the network of other users. "Working time" is the time that an employee is engaged or should be engaged in performing his/her work responsibilities.

#### **Communications**

You are responsible for the content of all text, audio or images that you place or send over the Internet including, but not limited to, any Web-based sites or programs utilized through the school. Employees should avoid posting statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating; that disparage clients, employees, or vendors; or that might constitute harassment or bullying. Examples of this conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or school policy.

Except to the extent that you are discussing your wages, hours, or terms and conditions of employment, the following guidelines apply: All messages communicated on the Internet should have your name attached to them if they mention or refer to MEVA in any way. No messages regarding or relating to the school are to be transmitted under an assumed name. Employees may not transmit messages or other communication by means that either mask or hide their identity or indicate that they are sent by someone else if it contains information regarding the school's business.

#### **Software and Copyright Issues**

MEVA intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the school. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add, or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the school, up to and including immediate termination or legal action by the copyright owner.

### **Confidentiality and Passwords**

While our systems may accommodate the use of passwords for school security, you should not expect confidentiality of your files at work. MEVA reserves the right to access your Internet use and messages at any time, without notice.

Never disclose personal or system passwords to anyone other than authorized school representatives. You are not to attempt to gain access to another employee's system, including email or voice mail messages.

### **Security**

All messages created, sent or retrieved over the Internet are the property of the school and are not private. The school may access and monitor all messages and files on the computer system at any time. All communications, including text and images, can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

### **Harassment**

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

### **Violations**

Violations of any guidelines listed in this policy may result in disciplinary action, up to and including immediate termination. If necessary, the school will advise appropriate legal officials of any illegal violations.

## **EMPLOYEE BENEFITS**

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### **BENEFITS OVERVIEW**

Every new hire has **30 calendar days to enroll in benefits**. After 30 days, you will not be eligible for benefits until our next open enrollment which will take place in the fall of the calendar year.

- If you have a life changing (qualifying event) which can be marriage, divorce, birth, death, or adoption, spouse loss of coverage, you will have **30 days from the date of the qualifying event** to enroll in MEVA benefits. After the 30 days, you must wait until the next open enrollment period.
- Benefits coverage will be available for Domestic Partners and their dependent children.
- Medical insurance – Children are covered until the calendar year in which they reach the age of 26.
- Dental insurance - Children are covered until calendar year in which they reach the age of 23 (26 if full-time student)

#### Benefits

- MEVA pays for a Full time (30 or more hours) employee's premium of Medical, Dental, Vision, Life, Disability, and AD&D Insurance. Dependents/Spouse or Domestic Partner can be added to Medical, Dental and Vision at the employee's cost. Aflac Critical Illness and Accident plans are also available at the employee's cost.
- COBRA – You will be notified by the plan administrator and given additional information regarding the continued coverage option upon separation. Should you elect to continue coverage on an after-tax basis, you will need to complete the election forms and return them to your new employer within 60 days of separation or from the date you receive your COBRA continuation rights notification.
- 401(k) through Paychex – All employees are automatically enrolled upon hire at 1%. Employees can log in and make contribution and investment changes at any time or opt out. More information is also available when you log in.
- MainePERS (not optional): As a member, you contribute a percentage of your earnable compensation to MainePERS. These contributions earn interest at a rate set by the MainePERS Board of Trustees. Your employer also contributes an amount to MainePERS that is a percentage of your total earnable compensation. The percentages vary from year to year and are subject to change July 1st each year. You can request a MainePERS PLD booklet that explains in more detail from HR.

### **VACATION/PTO/BREAKS**

MEVA recognizes the need for employees to take time off to relax and recharge. As a result, most employees of MEVA are provided time off during the Holiday; winter; spring; and summer breaks. The dates of these breaks will be determined and added to the school calendar. The Head of School and/or Board reserve the right to amend this schedule. Employees are expected to schedule trips and other vacations during holidays; winter; spring and summer breaks. Requests for all time off (paid and unpaid) must be pre-approved by the Head of School. Unpaid time off will only be granted in extenuating circumstances. Vacation or PTO leave is determined by an employee's job classification, negotiated agreement and employment schedules. Employees must send a request for vacation or PTO to the Head of School, Supervisor and HR by email for approval. PTO hours do not carry over from year to year. 40 hours of unused vacation time will carry over from year to year, up to a maximum of 40 hours, effective July 1, 2024. Up to 360 hours of employees banked vacation, earned prior to July 1, 2024, will be frozen. Unused vacation time will be paid to employee in good standing upon separation from the service or to a beneficiary or estate upon death.

## **HOLIDAYS**

Regular full-time Employees are eligible for paid holidays during each calendar year. To receive holiday pay, a nonexempt employee must work the regularly scheduled workday before and after the holiday, unless your supervisor approves an exception in writing. Employees on an unpaid leave of absence will not be eligible for paid holidays and breaks.

**MEVA observes the following holidays each year:**

Labor Day  
Veteran's Day  
Thanksgiving and day after  
Christmas  
Indigenous People's Day  
Juneteenth

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Patriots Day

A recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized Sunday holiday will be observed on the following Monday.

## **SICK TIME**

All full-time employees will have sick time that is to be used either when they cannot report to work/meeting or are not available to perform their duties due to personal illness or illness of a dependent. Employees are awarded annually 10 sick days or a prorated amount. Employees must notify the Head of School, Supervisor and HR by email as soon as they realize they are not able to report to work/meeting or perform their duties. 40 unused hours of sick leave balance will carry over from year to year up to a maximum of 360 hours. The Head of School may require a doctor's certificate or other medically reliable evidence for the employee's illness or illness of a child, spouse or parent requiring continued absence of the employee of more than 3 days. Sick leave will not be paid to the employee upon termination. MEVA does not accept sick time balances from other school districts. Sick time will not be paid out upon termination of employment.

## **LEAVE OF ABSENCE**

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**The following policy is applicable to employees working in Maine:**

### **FAMILY MILITARY LEAVE**

Maine Family Military Leave provides Employees up to 15 days of unpaid leave per deployment, if requested by the employee. MEVA must have at least 15 employees at the time of request in order to honor requests. Family military leave may be taken only during one or more of the following timeframes:

- A. The 15 days immediately prior to deployment.
- B. Deployment, if the military member is granted leave; or
- C. The 15 days immediately following the period of deployment.

The 15 days immediately following the period of deployment.

### **Eligible Employee**

To qualify to take Maine Family Military Leave, you must meet the following requirements the date leave is to begin.

1. You are an active employee and have been employed for at least 12 consecutive months; and
2. You have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins; and
3. You are the spouse, domestic partner, or parent of a service member called to military service lasting longer than 180 days.

### **Notice Requirements**

- A. Employees must give at least 14 days' notice of the intended date upon which the family military leave will begin, if leave will consist of 5 or more consecutive work days.
- B. An employee taking fewer than 5 consecutive workdays must give the employer advance notice as practicable.

The employer shall consult with the employee to attempt to schedule the leave so as to not unduly disrupt the operations of the employer.

**The following policy is applicable to employees working in Maine.**

### **FAMILY AND MEDICAL LEAVE**

This Policy is in effect only where MEVA is a covered employer under applicable Maine law and when MEVA employs 15 or more employees.

As provided under the Family and Medical Leave Act ("FMLA"), MEVA provides unpaid family and medical leaves of absence to eligible Employees.

### **Eligible Employee**

To qualify to take family and medical leave, you must meet the following requirements the date your leave is to begin:



1. You are an active full-time or part-time employee who works at a MEVA worksite where 15 or more MEVA Employees work in that worksite; and
2. You have been employed by MEVA for at least 12 consecutive months; and

### **Approved Reasons for Leave**

FMLA leave may be taken for the following reasons:

1. A serious health condition of the employee.
2. The birth of the employee's child or the employee's domestic partner's child.
3. The placement of a child 16 years of age or less with the employee or the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner.
4. A child, domestic partner's child, parent, domestic partner, sibling, or spouse with a serious health condition.
5. The donation of an organ of that employee for a human organ transplant; or
6. The death or serious health condition of the employee's spouse, domestic partner, parent, sibling, or child if the spouse, domestic partner, parent, sibling or child as a member of the state military forces, as defined in Maine Revised Statutes, Title 37-B, Section 102, or the United States Armed Forces, including the National Guard and Reserves, dies or incurs a serious health condition while on active duty.

### **Length of Family and Medical Leave**

An eligible employee is entitled to up to 10 work weeks of family medical leave in any 2 years. The following conditions apply to family medical leave:

- A. The employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice.*
- B. The employer may require certification from a physician to verify the amount of leave requested by the employee, except that an employee who in good faith relies on treatment by prayer or spiritual means, in accordance with the tenets and practice of a recognized church or religious denomination, may submit certification from an accredited practitioner of those healing methods; and
- C. The employer and employee may negotiate for more or less leave, but both parties must agree.

Family medical leave granted under this subchapter may consist of unpaid leave. If an employer provides paid family medical leave for fewer than 10 weeks, the additional weeks of leave added to attain the total of 10 weeks required may be unpaid.

Leaves may be taken as intermittent leave or a reduced schedule when medically necessary for your own serious health condition or the serious health condition of a family member. An employee requesting intermittent leave/reduced schedule leave that is foreseeable based on planned medical treatment may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave/reduced schedule leave.

## **Unpaid Leave**

### **Substitution of Paid Leave**

If you are taking family and medical leave due to your own serious health condition, you should substitute all accrued paid leave, including accrued and unused sick leave, paid vacation, paid personal time, paid time off and, if applicable, short-term salary continuation, before continuing leave on an unpaid basis. When receiving disability benefits under a disability benefit plan, the substitution of your accrued paid leave is not required.

If you take leave under this policy for reasons other than your own serious health condition, you must use all accrued paid leave before continuing on an unpaid basis. Any family and medical leave, whether paid, unpaid or a combination, will be counted toward the 10-week leave entitlement.

### **Employee Notification Requirements**

If you expect to take family and medical leave, you must notify MEVA of your intention to take leave at least 30 days in advance of the expected leave by completing a Leave of Absence Request form. If the leave is not foreseeable, you must provide notification as soon as practical. In addition, you must comply with MEVA's established absenteeism and tardiness policies.

### **Medical Certification**

Within 15 calendar days of the request, an employee who takes leave for his or her own or a family member's serious health condition, must submit medical certification to MEVA detailing the reason(s) for the leave. If you fail to do so, MEVA may delay the start of the requested leave, withdraw any designation of the requested leave as FMLA leave, or deny the requested leave, and consider time taken off subject to the school's established absenteeism and tardiness policies.

If your medical certification is incomplete and/or insufficient, MEVA may notify you in writing as to what is incomplete and/or insufficient. You will then have seven calendar days to resubmit the medical certification. Failure to provide a complete and sufficient certification by the date required may result in the denial of the requested FMLA leave.

When returning to work after being on leave for your own serious health condition, you will be required to provide a medical release.

### **Job Restoration**

When returning from an authorized leave, an employee will normally be returned to the same or an equivalent position, with no loss of benefits accrued prior to leave. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off for vacation, sick leave, or personal days. In the event your position is affected by a decision or event not related to your leave of absence (e.g., job elimination or layoff), you will be affected to the same extent as if not on leave.

### **Workers' Compensation and Family and Medical Leave**

If you are eligible for FMLA and are on leave due to a workers' compensation injury that meets the definition of "serious health condition," the absence will count towards your family and medical leave. You may be asked to provide a medical certification form to determine if your workers' compensation injury meets the definition of a serious health condition.

### **Questions about Family and Medical Leave**

If you have any questions about your rights or responsibilities under this policy, contact the Head of School. MEVA will comply with all applicable federal, state and local laws in administering this policy.

### **BEREAVEMENT LEAVE**

Full-time and part time regular Employees may take up to five days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to three days off work for the death of a grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law. You may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

**The following policy is applicable to employees working in Maine:**

### **JURY DUTY AND WITNESS LEAVE**

If you are summoned to jury duty, MEVA will continue your pay for five days of jury service per calendar year. If you are required to serve more than five working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. MEVA will continue to pay for this extended period of service in accordance with applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

All Employees are allowed unpaid time off if summoned to appear in court as a witness.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. MEVA will not discharge, penalize, threaten, deny health insurance coverage to, or otherwise coerce an employee who receives and/or responds to a jury summons or who serves on a jury.

### **CONTINUATION OF BENEFITS**

All active, full-time Employees covered by the Group Health Plan, or the Health Care Flexible Spending Account (FSA) Plan may continue plan coverage for up to 10 weeks during an approved leave of absence, or for any longer period, as required by law.

While on leave, you must continue to pay any required contribution for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from your wages (e.g., supplemental life insurance, credit union loans, and 401(K) loans). Your failure to pay any required employee contributions does not relieve you of your obligation to pay such contributions.

If you do not return to work upon expiration of the applicable 10-week period (or such longer period as required by law), coverage will terminate, and you will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

## **PERSONAL LEAVE OF ABSENCE**

You may be granted a leave of absence to attend to personal matters in situations in which the school determines that an extended period away from the job will be in your and the school's best interest.

Requests for a leave of absence or any extension of leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as paid time off, holiday, and sick days, do not accrue during periods of leave.

Upon return from personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The school will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

## **VOTING LEAVE**

Employees are encouraged to fulfill their civic responsibility by voting in local, state, and national elections. If you are unable to reach your polling place outside of work hours, you may take up to two hours of unpaid time off to vote. You are required to provide reasonable notice to your supervisor, and evidence of voting may be required.

## **HANDBOOK ACKNOWLEDGMENT**

I acknowledge that I have received the School's Employee Handbook ("the Handbook"), dated \_\_\_\_\_, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I further agree and consent to all policies contained or referenced herein and understand that the information contained in the Handbook represents guidelines for the school and that the school reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with MEVA is at-will. My employment with MEVA is also at-will unless a duly authorized employment agreement with MEVA provides otherwise.

I further understand that no manager, supervisor, or other representative of the school, other than the president or vice president of the Board or the Head of School, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties. My signature below certifies that I understand the at-will employment relationship between the school and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

*Employee Signature*

*Date*

\_\_\_\_\_

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

\_\_\_\_\_

**\*Please sign and return this acknowledgment to your supervisor\***

## **Appendix: Forms**

- 1. Telework Procedure Form**
- 2. Request for Collegiate Research and/or 3<sup>rd</sup> Party Studies Application**
- 3. Course Reimbursement Form**

**Maine Virtual Academy (MEVA) Telework Authorization Procedure Form**

MEVA and I agree I may telework to perform portions of my assigned duties at a remote physical location.

**Telework physical location:** \_\_\_\_\_

**Typical number of days per week:** \_\_\_\_\_

Employee agrees to the following responsibilities:

1. Designate an area as a telework workspace that allows for privacy and confidentiality of work and is removed from other distractions at the telework location. Notify the Head of School in advance of making any changes to telework location, temporary (typically fewer than three consecutive weeks) or permanent, which may require a new authorization. (The employee will work at the designated telework location during their agreed upon work schedule unless they have received prior written approval by the Head of School to temporarily work elsewhere.)
2. Furnish and maintain the designated telework workspace in an ergonomically correct and safe condition, free from hazards and other dangers to the employee and other MEVA personnel. The employee must notify the Head of School if they need or want an ergonomic assessment, which can be arranged with the MEVA Human Resources Manager. The employee must agree to correct the workspace as advised in the assessment. The employee is responsible for the payment for any needed furniture or workspace alterations.
3. Ensure adequate internet connection that allows for participation in work-related activities and meetings via audio and video when required. The amount of internet speed required will vary based on the requirements of the position.
4. Comply with office policies or supervisor/manager requests to enable their camera for meeting attendance.
5. Adhere to MEVA's telework and school/work hours unless an alternate arrangement is approved by the Head of School.
6. Maintain a level of performance that meets expectations.
7. Be reachable and responsive during MEVA's telework hours.
8. Provide the Head of School with access to an up-to-date schedule via the employee's Google Calendar.
9. Be prepared to report to office/headquarters or other physical location on designated telework days if necessitated by work requirements or if directed by the Head of School.
10. Protect MEVA-owned equipment from possible theft and/or damage and ensure the security of all official or confidential data and documents.
11. Complete annual compliance training within the expected window.
12. Adhere to employment guidelines specified in the MEVA Employee Handbook and governing board policies. All MEVA employees are 'at will.'

**Employee:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Head of School:** \_\_\_\_\_



6 East Chestnut Street, Suite 230  
Augusta, ME 04330  
Phone: 207-613-8900  
Fax: 603-836-0489

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**Request for Collegiate Research and/or 3<sup>rd</sup> Party Studies**

All parties involved in educational research must abide by FERPA & PPRA laws and rules, in protecting the privacy of student information and rights. Reference FERPA; <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html> ; Reference PPRA; <https://studentprivacy.ed.gov/faq/what-protection-pupil-rights-amendment-ppra>

The disclosure or distribution of identifiable information of students is not permitted. The use of anonymity will be required for written studies, presentations, and any publications involved. Students that are considered participants or subjects in any type of research or study, must have signed consent from a legal guardian for any student under the age of 18. Consent forms must be submitted to the Head of School prior to project start.

Date of Request: \_\_\_\_\_

MEVA Faculty Full Name (If Applicable):  
\_\_\_\_\_

Party Requesting Approval: \_\_\_\_\_ (College, University, 3<sup>rd</sup> Party Research Company)

Please summarize the purpose of study below: (additionally, please attach a copy of your research plan or outline to this form) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Please clearly outline your methods in keeping student information confidential;  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Head of School Review Date: \_\_\_\_\_

HOS Requesting Additional Clarification: Yes \_\_\_ No \_\_\_

Comments Associated with Clarification:  
\_\_\_\_\_  
\_\_\_\_\_

Head of School Approval Date: \_\_\_\_\_

HOS Signature: \_\_\_\_\_





### \*Course Reimbursement Form

During the academic year, MEVA will reimburse teachers up to \$1,500.00 per semester (\$3,000.00/ academic year) for content course classes or exam expenses for staff who are working towards Maine Certifications and/or Highly Qualified Status. Classes and materials that are available for reimbursement must be in the staff member’s current content department at MEVA. Exam fees for the Praxis series may be covered pending approval by the CEO/Head of School under PD (different form). Travel costs, meals, tolls and any expense beyond the class cost and materials for the class or cost of the test **will not** be eligible for reimbursement. An employee will not be eligible for course reimbursement if they withdraw from an approved course or if the approved course is canceled. The employee is required to immediately notify the HR/Business Manager if they withdraw from an approved course or if the course is canceled. If the employee receives an incomplete in a course, the employee will have until the end of the following semester in which to complete the work and have the incomplete removed. Failure to complete the work will prohibit the employee from participating in the tuition reimbursement plan and any advance payments received must be repaid to MEVA. Reimbursement is contingent upon earning B- or higher. Failure to satisfy the minimum passing grade will result in denial of payment and/or the employee shall repay the full amount of the advance for the course to MEVA.

#### Reimbursement Approval Process

1. Submit class/test documentation for approval to the CEO/Head of School **prior** to taking the class or exam.
2. Complete the course/exam and receive a grade of B- or higher and/or an exam score that exceeds the Maine Department of Education cutoff.
3. Submit documentation of grade/score along with receipts and the signed approval form to the MEVA HR/Business Office Mgr.
4. **Upon receipt of reimbursement (or payment to the school directly on the staff members behalf), the staff member agrees to continue working for one additional school year at MEVA.** If the staff member leaves MEVA before completing one full school year of service following the reimbursement, the monies paid out will be deducted from the employee’s final paycheck.

Course Name	Content Area Addressed	Cost of Course/Materials/Test

**CEO Initial Approval of Reimbursement:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Agreement:** I, \_\_\_\_\_, agree to work for MEVA for the full school year and understand that if I leave sooner, I will have the monies that I received (or paid on my behalf) for tuition reimbursement deducted from my final paycheck at MEVA. If a class is taken during the summer, then you agree to work for MEVA for the following full school year and understand that if I leave sooner, I will have the monies that I received (or paid on my behalf) for tuition reimbursement deducted from my final paycheck at MEVA.

\_\_\_\_\_  
Signature Date

**HR/Office Manager Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_