



SEA EDUCATION ASSOCIATION, INC.  
PERSONNEL POLICIES AND PROCEDURES MANUAL  
2016

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## **About This Manual**

This is YOUR manual. It contains a summary explanation of important personnel and operating policies. These policies and procedures apply to all of us, and each of us is responsible for becoming familiar with the contents of this manual. The manual is not intended to be all-inclusive and does not constitute an expressed or implied contract of employment between you and SEA. However, the manual does contain important policies, summaries of benefits and an overview of other terms and conditions of employment.

Because we wish to remain as flexible and responsive as possible to individual needs, as well as to comply with all current Federal and State employment regulations, SEA reserves the right to periodically review and unilaterally modify the terms of this manual, for its own needs, as well as in response to changes in the law and the needs of our employees. In the event that any portion of this manual is in violation of state or federal law or otherwise unenforceable, that portion of the manual is severed, and the remainder of this manual will remain in full force and effect. SEA also reserves the right to discontinue any policy contained in this manual.

SEA expects you will abide by the policies and procedures as outlined in this manual.

**This manual supersedes, in all respects, any prior manuals, handbooks, benefits or practices.**

## Definitions of Terms Used In This Manual

**Accrued leave time**, such as vacation leave, personal leave, sick leave or sabbatical leave refers to the amount of time you have actually earned up to a given point in time. Computing accrued time is important in some situations such as extended absences or for the calculation of compensation for unused vacation time upon termination.

**Administrative employees**: This group of employees generally includes all employees who work primarily on shore in primarily non-instructional positions. Excluded from the group of administrative employees are crew and faculty.

**Contract** refers to a formal written employment contract between you and SEA, which specifies your pay and terms of employment over a specified period of time; but not all employees have a contract. A contract normally states the nature of the work to be performed, the expected work schedule and any variation or restriction in benefits or benefits eligibility. Any such reference to benefits or benefits eligibility in a written contract will take precedence over the general SEA personnel policies. Those employees who do not have contracts are considered employees at-will.

**Long-term contract** typically includes a minimum of six months of work distributed over a twelve month period. Occasionally, a long-term contract is written for a minimum of six months of work over a shorter period, such as nine months, depending on the distribution of work days during the contracted period.

**Crew** refers to employees who work primarily aboard ship. Specific policies may apply only to crew. Where this is the case, it is clearly indicated.

**Day** refers to an employee's normal work day, the length of which is determined by the regularly scheduled number of hours worked in a day for a particular full-time or part-time position. All computed benefits will be rounded to the nearest full or half day.

**Exempt** refers to positions which are compensated on a salary basis and are not eligible for overtime compensation under state or federal law.

**Non-exempt** refers to positions which are compensated on an hourly basis and are entitled to overtime pay at the rate of time and one-half of the individual's regular hourly rate for all work performed over 40 hours in a work week.

Exempt and/or non-exempt status is noted on each individual job description.

**SMG** refers to the Senior Management Group which is made up of the President and senior managers who directly report to the President.

**Faculty** refers to employees who work primarily in a teaching capacity. Specific policies may apply only to faculty.

**Instructional Staff** refers to employees who teach SEA students in SEA Semester or seminar programs in the classroom or on the ships. Crew who instruct students on the ships are considered instructional staff members.

**Professional Staff** refers to employees in management or faculty positions who are employed on a continuing full-time basis for a minimum of 8 months per year.

**Regular** employees are those employees who are not employed on a temporary basis.

**Regular full-time** employees are normally scheduled to work 30 or more hours per week for six or more months in a twelve month period. If you are a crew member working under a long term contract, you are specifically included in this classification.

**Regular part-time** employees are normally scheduled to work less than 30 hours per week.

**Temporary full-time** employees are normally scheduled to work 30 or more hours per week for a specific period of time, not exceeding 6 months.

**Temporary part-time** employees are normally scheduled to work less than 30 hours per week for a specific period of time, not exceeding 6 months.

**Work week** is the period from 12:01 a.m. on Sunday to midnight on the following Saturday.

**Year** unless otherwise specified, refers to the calendar year from January 1st to December 31st.

**Fiscal year** refers to the 12 month period beginning on July 1<sup>st</sup> and ending on the following June 30<sup>th</sup>.

### **Personnel Policy Changes**

As noted previously, SEA reserves the right to review and change the terms outlined in this manual. From time to time, it will be necessary to change certain SEA personnel policies. Those changes required by changes in federal or state law will be adopted as necessary within an appropriate time frame. Other changes may be made at the sole discretion of SEA and are generally subject to a review by SMG and other committees which SEA deems appropriate or relevant.

Upon adoption of any policy change, all current regular employees will be notified in writing.

Your *written* comments and suggestions regarding SEA personnel policies are always welcome. Address any such comments or suggestions directly to the President or Director of Finance and Administration or your supervisor.

### **Personnel Matters**

SMG reviews and approves changes to SEA personnel policies and benefits programs. Members of SMG may also participate in the review and approval of job descriptions and salary ranges, reviews of relevant issues or problems, and final determinations regarding salary increases.

SMG also acts as SEA's "Employee Assistance Committee" (in compliance with Department of Transportation (DOT) United States Coast Guard Drug Testing regulations and the Drug-Free Workplace Act). In this capacity, SMG is available to meet with any employee who has been reported positive for drug usage by the Medical Review Officer in accordance with SEA's Drug Testing Policy, or any employee who has been convicted of a violation of the criminal drug statutes in the workplace in accordance with SEA's Drug Free Workplace Policy. SMG is also available to provide assistance to any employee who is dependent on drugs or alcohol and who voluntarily seeks treatment or rehabilitation.

### **Personnel Records**

Personnel files and pay records are located in the Human Resources Office; additional documentation is maintained in the Marine Department and in Academic Programs for seagoing employees and faculty. An employee may request access to his/her file. (The file(s) or documentation may not be removed.)

SEA maintains personnel records for all staff members in accordance with the Massachusetts personnel records statute. To the extent prepared, the following information or documents will exist in a staff member's personnel records:

- Name, address, date of birth, job title and description;
- Salary or hourly wage and other paid compensation;

- Starting date of employment;
- Job application, resumes, curriculum vitae, or other employee responses to an employment advertisement;
- All employee performance evaluation documents, including evaluations, written warnings of substandard performance, documents relating to disciplinary action, list of probationary periods or waivers signed by the employee; and
- Copies of termination notices.

Upon request made to the Director of Finance & Administration, staff members may review their personnel record during normal business hours and/or obtain a copy of their records. SEA will provide a copy within five business days of a request made by a staff member. The staff member may request information or documents contained within his/her personnel record be removed or corrected. If SEA refuses the request, the staff member may submit a written statement explaining his/her position, and such statement will become part of the personnel record. SEA will notify a staff member within ten days of placing negative information in that person's personnel records.

Personnel records relating to salary or benefits are maintained on a calendar year basis with eligible leave amounts assigned in advance at the beginning of the calendar year.

The basis upon which records are maintained will not have an adverse effect on any employee. Should an employee change status mid-calendar year (such as from one vacation leave eligibility to another, from one contract schedule to another, from one classification to another) applicable benefits will be pro-rated for each portion of the calendar year in which the change occurred.

\*\*Please notify Human Resources if updates or changes need to be made to your records such as address, telephone, marital status, beneficiary change, email address, dependent updates or emergency contact.

### **Equal Employment Opportunity/Affirmative Action**

SEA is committed to a firm policy in favor of Equal Employment Opportunity (EEO) and will abide by all applicable state and federal regulations by not discriminating against any applicant or employee on the basis of race, religion, color, creed, sex, age, national origin, citizenship status, marital status, sexual orientation, disability or veteran status. Our commitment to EEO shall include employment, upgrading, promotion, demotion, transfer, leaves or other absences from work, layoff, compensation and benefits, selection for training or other educational and professional opportunities and conflict resolution.

It is the policy of SEA that in the process of recruitment for a position within our workforce, qualified and/or qualifiable minority, female candidates, veterans and individuals with disabilities, will be encouraged to apply and full and thorough consideration will be given to each of their candidacies. Careful attention shall be paid in order that any discriminatory practices based upon tradition or custom are avoided and bona fide occupational requirements are the only basis upon which personnel actions are taken.

### **Americans with Disabilities Act – Title I Policy Statement**

SEA is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"), and the disability laws of each state. It is SEA's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-



discrimination, SEA will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, who has made SEA aware of his/her disability, provided that such accommodation does not impose an undue hardship on SEA, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

We encourage any employee who believes he or she may need some accommodation to visit or contact Human Resources without delay. SEA's full ADA Open Door Policy is included in Appendix J of this manual.

### **Employment Verification**

SEA is committed to meeting our obligations under U.S. Immigration Law. Accordingly, we neither hire nor continue to employ any person who is not legally authorized to work in the United States. If an employee is found to have falsified or misrepresented any information during the hiring process, employment may be immediately separated.

### **At-Will Employment**

All SEA employees who do not have an employment contract are employed at-will. This means:

- Employment may be terminated at any time at the will of either the employee or SEA
- Employment may be terminated with or without cause
- Employment may be terminated with or without prior notice

### **Problem Solving**

SEA recognizes there can be differences of opinion concerning the interpretation and application of its Personnel Policies and policies may at times require revision. Any continuing problems should be discussed and addressed in your annual Performance Evaluation. Immediate problems, however, should be brought to the attention of your supervisor as soon as possible.

The Problem Solving Procedure outlined below should be followed to resolve problems regarding the interpretation or application of SEA Personnel Policies.

1. Discuss the problem with your supervisor. Most problems can be resolved at this level.
2. If the problem is still unresolved, you may submit a written complaint to your supervisor and your supervisor will normally respond in writing within 7 workdays.
3. If the problem is still unresolved, you may submit a written complaint to SMG as a whole or a subset of SMG. The appropriate member(s) of SMG may meet with you, your supervisor and/or any other employee as deemed necessary, in an attempt to reach a satisfactory resolution and will normally respond in writing within 7 workdays.
4. If resolution of the problem requires legal consultation or review by trustees or committees, you will be notified and kept up to date.
5. If you feel the problem is largely with your supervisor and you are unable to discuss it with him/her, please contact a member of SMG to review the situation.

## **Job Descriptions**

A job description for every position at SEA is maintained and reviewed annually. You will be given a copy of your job description at the start of your employment. You and your supervisor will be asked to review it on an annual basis. Job descriptions are provided merely for guidance. Your actual job duties may vary somewhat from those listed in your job description.

All job descriptions are available for review by any employee. Please contact Human Resources.

## **Performance Evaluations**

(This space reserved)

## **Pay Days**

SEA processes a semi-monthly and a monthly Payroll. Paydays for Administration and Faculty are on the 15th for the time period of the 1st to the 15th of the month, and again the last day of the month for the period of the 16th to the last day of the month. **Crew** are paid once a month on the last day of each month.

If you are paid on an hourly basis, a record of your hours must be approved by your supervisor and then submitted to Human Resources on a timely basis.

If the 15th or last day of the month is on a weekend day, or a Monday holiday, payday will be the preceding Friday.

## **Payroll Deductions and Reductions**

Your paycheck will reflect reductions and deductions as required by federal and state law, as required by benefit plans, as required by SEA policies and as voluntarily requests authorized by you. These include deductions for federal and state taxes, medical/dental/vision premiums, other personal insurance premiums, garnishments, reductions for Flexible Benefits and/or Dependent Care reimbursement, and contributions to retirement plans.

All deductions and the amount of the deductions are listed on your pay stub which is available to you online. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of SEA that employees' pay will not be subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, SEA may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. SEA takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that you believe there is an error in the amount of your pay, or that your wages have been subject to improper deductions, you should promptly bring the discrepancy to the attention of your supervisor so that an investigation can be undertaken and any necessary corrections can be made as quickly as possible. SEA will conduct an investigation into the alleged discrepancy or challenged deductions and, if the amount of your pay was indeed improper, SEA will reimburse you in full and take steps to prevent similar errors from occurring in the future.

### **Direct Deposit**

SEA offers direct deposit of your paycheck to the bank of your choice. A form is available in Human Resources or you can email your bank's name, your bank's routing number and your account number to HR.

\*Please do not submit a deposit slip to provide your information as some banks use a different routing number on deposit slips.

### **Advances of Pay**

If you are a regular employee and you have completed the probationary period, you may request an advance of pay. A pay advance may not exceed 25% of your monthly pay, and must be approved by the President or Director of Finance & Administration. It must be repaid within 30 days, normally through payroll deduction. Pay advances are made available to help an employee in good standing meet a rare, unplanned expense or emergency.

### **Payment of Travel and Other Miscellaneous Expenses**

SEA will reimburse you for authorized expenses you incur while conducting SEA business. You must record mileage if using a private car, and you must submit receipts and a complete record of expenses to Human Resources on the SEA Expense Report form approved by your supervisor.

**Please refer to the Business Travel Policy in Appendix B.**

### **Extra Hours and Overtime Pay – Non-Exempt Staff**

If you expect or need to work hours in excess of your normal workweek or workday, you must notify your supervisor in advance and obtain authorization. This work rule includes any form of work related electronic communication after the normal workday.

SEA pays overtime if your position is considered non-exempt in accordance with state and federal law. Hours worked above your regularly scheduled hours, but do not exceed 40 hours per week, are compensated at your normal hourly wage. Hours worked over 40 hours per week are compensated at one and one half times your normal hourly wage. All such hours should be clearly indicated on timesheets and approved by your supervisor.

Only actual hours worked apply to the calculation of the number of hours worked in any one week to determine overtime. The formal workweek (for the calculation of work hours) starts at 12:01 a.m. on Sunday and ends at midnight on the following Saturday. Any paid leave will not be counted in the calculation of the total number of hours worked in a week. (Ex: Excluded would be vacation, sick, personal or holiday hours used in that week.)

Repeated occurrences of overtime hours worked without your supervisor's prior authorization can lead to disciplinary action.

### **Salary Determinations and Adjustments**

All positions are grouped according to the type of job and level of responsibility. Salary ranges for each classification group and salary determinations for each position are based on a number of factors including (but not limited to) the required level of education and experience, any special training or licensing, the required level of responsibility, factors which may be unique to SEA or unique to the position, supervisory responsibilities, management responsibilities and periodic market survey information.

Increases are based on the approved budget and availability of funds and are determined each year with input from your supervisor, subject to review and approval by SMG. The Finance Committee and the Board of Trustees

approve the annual budget including any proposed increases. If an employee is on leave or absent for any reason at the time an increase would have taken effect, the increase will be effective on the first date the employee actively returns to work. There is no automatic annual cost of living increment at SEA.

### **Discipline**

SEA employees generally perform their duties in a satisfactory manner. At times, however, SEA finds it necessary to take corrective measures against employees who fail to do so.

Generally, discipline is a progressive process, which may involve verbal counseling or verbal warnings, written warnings, disciplinary probation, suspension, and termination.

The purpose of disciplinary measures, short of termination, is corrective. SEA encourages employees to improve their conduct or performance so they may continue their employment with us.

A verbal warning is communicated verbally to the employee and documented in the employee's personnel file.

A written warning is delivered to the employee in person or by certified mail.

An employee may be placed on disciplinary probation by written notice which includes the length of the probationary period and a plan of corrective action to be successfully completed during that period. An employee on disciplinary probation who does not show satisfactory improvement is subject to further disciplinary action at any time, up to and including termination.

If a suspension is imposed, the employee will be notified in writing. The length of the suspension period depends on the nature of the offense. During this time, the employee will not be paid and may not use any accrued leave.

Documentation of all such disciplinary actions will be placed in the employee's personnel file.

The nature of the offense and the particular circumstances surrounding it will determine which steps in the aforementioned policy will be taken. There are serious offenses, which may lead to immediate termination with or without warning, disciplinary probation or preliminary suspension. These include, but are not limited to, endangering SEA property or the lives of students or employees through unsafe actions, evidence of criminal activity or use/abuse of drugs or alcohol while working for SEA, evidence of a "true positive" drug test, and failure to provide true and accurate personal historical information regarding education, licenses, professional certifications, prior work experience or authorization to work in the United States.

In all cases, SEA will select the form of corrective action which it believes is justified under the circumstances, and may terminate the employment of an individual without going through a progressive discipline process.

### **Termination of Employment**

If you wish to terminate your employment for any reason, a written notice of resignation should be submitted to your supervisor. Due to class and ship schedule obligations, faculty are asked to provide at least a 6 month notice. Supervisors or managers are asked to provide at least a 1 month notice of resignation. All other employees should provide at least a 2 week notice.

Only accrued vacation leave may be taken following a notice of termination, and then only if approved by your supervisor. Any unused accrued vacation time is payable to you upon termination. If you have used any unearned vacation time, pay for that time will be deducted from your last paycheck. Any other advance pay you may have received, but not repaid, will also be deducted from your last paycheck.

If you are participating in the SEA medical, dental or vision plans, you may elect to continue coverage for yourself (and your dependents, if applicable) under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) for the specified period. You are responsible for the full cost of the continued coverage at the current group rate. If you are covered by SEA's life or other insurance policies, consult your policy for information on whether or not you may transfer your current coverage to an individual plan in your name.

If you participate in the Flexible Benefits/Dependent Care Plans, any amounts remaining in your reimbursement account(s) will not be refunded to you upon termination. You may, however, continue to submit receipts for reimbursement for expenses which occur after termination, but within the current calendar and plan year.

Voluntary Termination: A termination initiated by you by resignation, or as a result of your absence from work for 3 consecutive workdays without notice, or as a result of your failure to return to work at the expiration of an approved period of leave.

Involuntary Termination (discharge): A termination initiated by SEA which may occur due to misconduct, lack of medical fitness, unsatisfactory job performance, a reduction in force, or any other legitimate reason as deemed necessary by SEA.

Reduction in force (layoff): Due to economic or business reasons, SEA may find it necessary to reduce the number of employees. SEA will consider such factors as overall quality of performance, skills, length of service, staffing and department needs when determining layoffs. The final determination in this regard is the responsibility of SMG.

Severance Pay: SEA will determine on a case by case basis if a terminating employee merits severance pay. Consideration will be given to the nature of the termination, longevity at SEA, and the past performance of the employee.

### **Work Hours, Attendance and Absence Reporting**

Work Hours: Regularly scheduled full time employees are normally expected to work a 35 to 40-hour week as specified in your letter of employment with SEA or your job description, normally 7-8 work hours per day with 1 hour off for lunch. With your supervisor's approval, you may select a schedule with a starting time generally from 8:00 to 9:00 a.m. and ending time between 4:00 and 5:00 p.m. daily. Specific hours may be required by some departments for telephone coverage or other necessary needs. Once you have selected approved work hours, you will be expected to maintain those hours. Please note that your supervisor may alter your work schedule at any time depending on department needs.

**\*\*Demands of crew and faculty vary, so work schedule expectations must be discussed with your supervisor.**

Part-time and Temporary employees are expected to maintain hours as scheduled with their supervisors. Part-time work hours will be scheduled for the convenience of SEA and may change based on SEA's needs.

If you are a supervisor or manager, SEA expects your work week will normally not exceed 40 hours, but as circumstances demand, you may need to work 40 or more hours in a week to satisfactorily perform your expected job duties.

Attendance: Your first priority should always be to contact your supervisor directly to let him/her know you will be absent or late and to discuss any work, meetings or other business your absence may impact. A voice mail message directly to your supervisor is a good backup, but you should still make an effort to reach your supervisor if he/she is not available when you first call in. If you call during non-business hours, you will reach our own automated answering system. From there you can dial your supervisor's extension or any extension number to leave a voice mail message.

Absence Report Forms: An Absence Report form must be approved by your supervisor in advance for each planned absence or period of absence. If the absence is unexpected due to an emergency or illness, please be sure to complete an Absence Report Form as soon as you return to work and submit it to your supervisor.

Employees are encouraged to submit Absence Report Forms or email your Supervisor for eligible leaves well in advance of any planned or expected absences. SEA's leave policies normally require at least a 14 day notice, although exceptions may be made for unexpected illnesses, emergencies or unusual circumstances. Leave requests are normally approved unless the absence would adversely affect SEA work schedules.

Absence Notification: If you fail to notify SEA of the reason for your absence, and you fail to call or show up for work on 3 consecutive work days, it will be assumed you have voluntarily terminated your employment.

Timesheets: Employees paid on an hourly basis, and/or work in non-exempt positions, and/or whose salaries are supported in full or in part by federal grant money are required to complete and submit to their supervisors and Human Resources a semi-monthly Attendance Report. This will show the number of hours worked, the type of work performed and a record of any absences during the reporting period. If you are unsure if this is applicable to you, see your supervisor.

Flextime: At times you may need to come in late or leave early to take care of any number of things that simply don't go away when you have to go to work. If you need 1 or 2 hours for personal business, in lieu of taking half a Personal Day, you may arrange with your supervisor (in advance) to make up those hours at a specifically scheduled time, preferably during the same work week. This policy may not be used to alter your work schedule on a regular basis. Your supervisor may limit or eliminate this option, if it appears this policy is being abused.

Hazardous Weather: If hazardous road or weather conditions exist, the decision to close or delay opening of SEA will be made. SMG members will be advised of the decision reached by the President or Director of Finance & Administration as early as possible and in turn they will contact their managers and in turn managers will call their staff. Should you not receive a call, you can call SEA to find out if the offices are closed for the day or if conditions in Falmouth are such that it is not advisable to try to come to work. (Since students live on campus, it would be rare that SEA might declare a weather-related closure.)

You must use your own discretion. However, it will be up to SMG to determine if any time lost from work should properly be charged to vacation time or personal leave or leave without pay.

### **Code of Conduct for All Members of the SEA Community**

Sea Education Association (SEA) seeks to provide all members of the SEA community with an environment conducive to learning and mutual respect; and to foster a deep commitment to providing a safe and secure environment for work, life and study. SEA students, employees, visitors, and other program participants are considered SEA community members and, while on SEA premises and vessels, while enrolled with SEA, or while representing SEA are required to conform to acceptable standards of conduct. The SEA Code of Conduct underpins our efforts to:

- Deal with others honestly and in good faith;
- Avoid conflicts of interest and commitment, both in fact and in appearance;
- Preserve confidentiality and privacy; and
- Comply with applicable laws, rules, and regulations.

Membership in the SEA community entails rights and responsibilities for each of its members. By enrolling, accepting employment, or in any other way voluntarily participating with SEA, all persons are deemed to have agreed to respect the rights of SEA and its members, to abide by the provisions of this code and the rules and regulations of SEA, and to be subject to any sanctions which may be imposed for their violation, up to and including expulsion or termination.

The Code of Conduct presupposes that there will be civility and respect for others within and without the SEA community. Because life at SEA, both on shore and aboard ship, requires standards of behavior of a higher order than those of our broader society, SEA's standards may substantially exceed the minimum expectations of civil law and custom. The general laws of society confer rights and impose obligations on all citizens. Nothing in this code is intended to infringe upon or limit the jurisdiction of courts and law enforcement authorities over the SEA community. By the same measure, nothing in this code is intended to restrict the rights of SEA to the modest limits of public law. SEA reserves and will exercise the right to insist upon the highest standards of personal conduct from all members of SEA community.

Threats to personal safety or compromises of the work or learning environment, are cause for concern and intervention. Any member of the SEA community who feels they have witnessed or been subject to a violation of this Code of Conduct should immediately report the incident, verbally or in writing. (Please refer to section titled "Reporting, Investigation and Resolution of Violations").

### **Unacceptable conduct**

Outlined below are specific examples of unacceptable conduct that have a direct bearing on the work and learning environment and the general interests of SEA. Prohibited actions include, but are not limited to:

1. Physical abuse, verbal abuse, threats, intimidation, harassment, bullying, coercion and/or other conduct that recklessly or intentionally threatens or endangers the mental or physical health and safety of any person.
2. Sexual harassment or sexual misconduct as outlined in SEA's Sexual Harassment Policy.
3. Theft of property or services, including data and intellectual property; willful possession of stolen property.
4. Intentionally or recklessly damaging personal or SEA property.
5. Conduct that is disruptive.
6. Conduct that is lewd or indecent.
7. Violation of SEA policies on possession or use of alcohol.
8. Violation of SEA policies on possession or use of illegal drugs, controlled substances, or drug paraphernalia.
9. Tampering with fire safety equipment or intentionally activating a false fire alarm.
10. Illegal or unauthorized possession of firearms, explosives, illegal fireworks or other weapons.
11. Hazing, as defined in SEA's hazing policy.
12. Unauthorized access, use or release of confidential data, records, or communications.
13. Unprofessional conduct: Conduct is unprofessional when it detracts from the authority of superiors, or results in or reasonably creates, the appearance of favoritism, misuse of office or position, or the

abandonment of organizational goals for personal interests.

14. Falsification or misuse of any document, record or instrument of identification.
15. Failure to comply with the request of or interfering with SEA or public officials acting in performance of their duties; failure to identify oneself to SEA or to a public official when requested to do so; knowingly furnishing false information to SEA or to a public official.
16. Unauthorized possession, duplication or use of keys or lock codes to any SEA premises or unauthorized entry to or use of SEA premises.
17. Intentionally interfering with the freedom of expression of others.
18. Inappropriate or unauthorized use of SEA's computing resources.
19. Violation of published SEA policies, rules or regulations.
20. Violation of any federal, state or local law that has a negative impact on SEA or members of SEA community.
21. Unauthorized use of SEA-owned or leased property for the conduct of personal business, including unauthorized use of SEA credit cards or use of SEA funds for personal expenses.
22. Any action that would place the interests of a student/visitor/participant in conflict with the interests of SEA, including accepting or offering a gift to influence any matter in which SEA has an interest.

Attempts to commit acts prohibited by this Code of Conduct may be punished to the same extent as completed violations. For emphasis, the above items are specific examples of unacceptable conduct. The list is not intended to be comprehensive, and other actions of similarly serious nature will be deemed to be unacceptable conduct.

#### **Reporting, Investigation and Resolution of Violations**

The Academic Dean of SEA is vested with the principal responsibility for the implementation and administration of this code as it pertains to students, visitors, volunteers, and other participants. SEA Employees are managed by Senior Management members responsible for their department in coordination with the Human Resources Coordinator. It is the responsibility of all members of SEA's community to report violations or perceived violations of SEA's Code of Conduct promptly to proper authority within the organization. Aboard SEA vessels violations of this Code of Conduct must first be reported to the ship's master or his or her designee(s); this information will also be promptly reported to the Academic Dean and Director of Marine Operations at SEA. In the event that the captain is suspected of a code violation, reports will be made to the most senior staff member aboard, who will then contact the Academic Dean and the Director of Marine Operations. In the event that an SMG member is the subject of an alleged violation, reports will be made directly to the President. In the event that the President is suspected of a code violation, reports will be made to the Chair of the SEA Board of Trustees. Members of SMG will facilitate such reporting as necessary.

For the purposes of this document, the person with primary responsibility to investigate and resolve violations of the Code of Conduct is referred to as the primary investigator (PI). The PI may investigate and act on any allegation of violations under the code. He or she may refer any such matter to an ad hoc resolution committee as he or she deems appropriate.

Upon receipt of an allegation of misconduct or violation of the code, the PI will determine whether the matter is to be referred to an ad hoc committee or resolved by his or her office. The fact that a matter has been referred to an ad hoc committee does not prevent the PI from imposing an interim sanction pending resolution of the matter by the ad hoc committee.

The PI will attempt to resolve allegations of misconduct or violation of the code as follows:



1. He or she will seek to determine the facts and relevant information relating to the complaint or allegation. During the investigation, he or she may interview the community member or members against whom the allegations have been made.
2. Before making a determination or imposing any sanction, other than an interim sanction, he or she will inform the community member or members against whom allegations of misconduct have been made of the nature of the allegations.
3. If, as a result of the investigation, the PI determines that the matter should be closed without findings, he or she may do so, and will so inform the community member or members involved.
4. If, as a result of the investigation, the PI has made a preliminary determination that a community member has violated the code, he or she will notify the community member in writing of the nature of the misconduct and will give the community member an opportunity to meet with him or her, The PI will review his or her findings with the community member and give the community member an opportunity to respond. The failure of a community member to meet with the PI will not prevent the PI from acting on the matter.
5. The PI may make a formal determination of findings and impose such sanction or sanctions as he or she deems appropriate. He or she will inform the community member of their right to appeal the findings or sanctions to the President if the community member wishes to contest the findings. He or she may agree with the community member to a negotiated disposition of the matter that may include or may be in lieu of a formal disposition.

In his or her discretion, the PI may impose conditions on one or more community members pending resolution of, or in resolution of, a particular matter. Such conditions may include: not entering or being in or on particular buildings or areas of the SEA campus or vessel, avoiding contact with a specific person or persons, and such other conditions deemed appropriate. Unless issued as part of a disciplinary finding, such conditions are not disciplinary sanctions. A community member who violates the terms of such conditions may be deemed guilty of a violation of the code and is subject to disciplinary sanction for such violation.

Any act authorized by this code to be performed by the PI may also be done by an authorized designee of the PI. In case of a reported violation at sea, the captain and fellow SEA faculty member(s) will be expected to act in consultation with the PI and as the PI's in situ designee.

*Language in this Code of Conduct is taken from and used with the permission of Boston University, Carleton College, and Hamilton College.*

### **Conflict of Interest Policy**

The following is a summary of Sea Education's Policy on Conflicts of Interest adopted in October, 1994 by the Board of Trustees: Sea Education Association is committed to pursuing its mission and conducting its affairs in accordance with high professional and ethical standards, which include the avoidance of detrimental conflicts of interest. As an employee, you may not use your position for personal gain or expose SEA to harm as a result of a conflict of interest. You must exercise the utmost good faith in all transactions and avoid any situation in which you may

influence a transaction or decision on behalf of SEA in a way that promotes your own personal interests or those of your family.

In accordance with the Conflict of Interest Policy, you must disclose potential conflicts of interest to your supervisor. You may not vote on, influence or recommend approval of any transaction that may possibly be considered a conflict of interest. You may not accept a gift or other material benefit which has a value of over \$100.00 and which is, or could reasonably be perceived to be, an inducement to influence a decision involving SEA. Receipt of a gift or material benefit exceeding a value of \$100 must be approved by the Executive Committee of the Board of Trustees.

Further, you may not disclose or use information relating to SEA's business or finances for personal profit or advantage and you may not divulge confidential information prior to its official authorization for release.

Intentional violation of the Conflict of Interest Policy is grounds for termination of employment. You are urged to discuss any potential conflicts of interest with your supervisor and/or with the President or Director of Finance and Administration. Please note: any and all employees may be required to complete a disclosure form identifying possible conflicts of interest on an annual or other basis as determined by the President.

Employees should also note this policy applies to maintaining confidentiality in all employment-related matters despite friendships and/or close associations with co-workers.

Nothing in this policy is intended to prohibit employees from engaging in Section 7 protected labor rights.

#### **Drug-Free Workplace Policy**

Since SEA receives Federal grant money in support of some of its programs, we must comply with the Drug-Free Workplace Act of 1988 passed by the 100th Congress.

The ***illegal presence*** of any ***controlled substance*** is absolutely and strictly prohibited at any and all locations where work is performed for SEA by SEA employees. *Illegal presence* includes transporting, carrying, making, distributing, selling or using. A *controlled substance* includes marijuana, cocaine, heroin and hallucinogens (PCP, LSD, Ecstasy [MDMA], Designer Drugs). Marijuana remains a prohibited controlled substance even when it is prescribed for medicinal purposes.

If you are convicted of a violation of the criminal drug statutes in the workplace (including a plea of no contest), YOU MUST REPORT IT in writing to the President within 5 days after the conviction or be subject to immediate disciplinary action. You will be required to meet with the Employee Assistance Committee to discuss options for assistance and rehabilitation, possible disciplinary actions, and/or conditions under which SEA will allow you to continue or resume employment. All employees must agree to this policy in writing as a condition of employment.

#### **Drug Testing Policy**

In accordance with U. S. Coast Guard Department of Transportation regulations, SEA requires mandatory drug testing of seagoing personnel. This policy applies to all employees whose terms of employment include service aboard one of SEA's vessels and who have operational or safety responsibilities. This includes, but is not limited to the Director of Marine Operations, Academic Dean, all Captains, Mates, Able Bodied Seamen, Ordinary Seamen, Stewards, Engineers, Chief Scientists and Assistant Scientists. Required drug testing includes an initial pre-employment drug test, subsequent random drug testing, testing after a serious marine incident and testing for reasonable cause. If your employment includes service aboard one of SEA's vessels in any capacity, please read the complete Drug Testing Policy, which appears in Appendix C.

The use of controlled substances is cause for termination.

## Discrimination, Harassment, Abusive Behavior and Bullying

### DISCRIMINATION, HARASSMENT, ABUSIVE BEHAVIOR AND BULLYING ARE PROHIBITED

#### **Policy Statement:**

SEA is committed to promoting and maintaining a work environment free from discrimination, harassment, abusive behavior, and bullying. SEA expects all employees to conduct themselves in a professional manner with respect and genuine concern for their fellow employees, colleagues, students, visitors and other program participants. Discrimination, harassment, abusive behavior and bullying will not be tolerated.

#### **Policy/Practice Guidelines:**

##### **A. Anti-Discrimination**

SEA is committed to reinforcing its fair employment practices, which prohibit discrimination in the terms, conditions, or privileges of employment because of race, color, religious creed, national origin, ancestry, age, disability, gender, sexual orientation, veteran status or any other protected category under federal or state law.

##### **B. Definition of Harassment**

Any form of harassment related to an individual's race, color, religious creed, national origin, ancestry, age, disability, gender, sexual orientation, veteran status or any other protected category under federal or state law is in violation of this policy and will be treated as a disciplinary matter for corrective action. Inappropriate behavior that constitutes harassment includes, but is not limited to, uninvited or unwarranted physical contact, remarks, gestures, display or circulation of written materials or pictures, which has the purpose or effect of creating an environment which is hostile, abusive, offensive, humiliating, intimidating or coercive to any of the categories previously listed.

##### **C. Definition of Bullying**

Bullying behavior includes but is not limited to:

- Repeated use by one or more employees of a written, verbal or electronic expression or a physical act or gesture or any combination thereof directed at another employee that:
  - Causes physical or emotional harm to the other employee or damage to the other employee's property;
  - Places the other employee in reasonable fear of harm to himself or of damage to his/her property;
  - Creates a hostile environment for other employee;
  - Infringes on the rights of the other Employee at work;
  - Materially or substantially disrupts the work environment at SEA.

#### D. Definition of Cyber-Bullying

Cyber-bullying behavior includes but is not limited to:

- Bullying through the use of technology or any electronic communication, which includes any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photo electronic or photo optical system, including, electronic mail, Internet communications, instant messages or facsimile communications.
- Cyber-bullying shall also include:
  - The creation of a web page or blog in which the creator assumes the identify of another employee or;
  - The known impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated under the definition of bullying above.
- Cyber-bullying shall also include the distribution by electronic means of a communication to more than one person with a posting of material on an electronic medium that may be assessed by one or more persons, if the distribution or posting creates any of the conditions enumerated within the definition of bullying provided above.

#### E. Definition of Abusive Behavior

Abusive behavior includes but is not limited to:

- Any act of physical violence
- Any direct, implied or veiled threat, made seriously or in jest
- Any type of abusive language or behavior which interferes with the work effectiveness of employees
- Any unwarranted exertion of force or power
- Any unjust use of one's position or seniority to exert control over another person
- Any act of coercion or intimidation, whether intentional or unintentional.

#### F. Supervisors Accountabilities

It is the responsibility of all managers and supervisors to demonstrate their awareness of actions, which constitute discrimination, harassment and abusive behavior, and to support the position that discrimination, harassment, abusive behavior and bullying will not be tolerated. Managers and supervisors are charged with both the responsibility of promoting a work environment free from such actions and of taking immediate action when an issue is suspected or identified.

#### G. Procedures

An employee who feels he/she is being discriminated against, harassed or abused, or who observes another employee, student, visitor or other program participant subjected to such treatment, should immediately report the issue.

Employees have choices when filing a complaint under this policy. The employee should immediately direct the complaint to his/her supervisor/manager or any Senior Manager. If the employee is shipboard, he/she should immediately direct his/her complaint to the Academic Coordinator, Captain or Chief Scientist.

An employee should not assume management of the organization is aware of the issue. It is the responsibility of employees to bring complaints and concerns of discrimination, harassment, abusive behavior and bullying to the attention of his/her supervisor/manager or a Senior Manager so the complaint can be investigated, and remedial action taken, if appropriate.

The employee filing the complaint should be provided with a copy of this policy to ensure the issue at hand is not a work rule issue or difference of opinion which could be resolved by an alternative process. Complaints will be kept as confidential as possible and an employee will not be penalized in any way for reporting an issue. However, the filing of an intentionally false complaint will be investigated with possible consequences for misuse of this policy.

A complaint under this policy will be investigated promptly. If at any point during the investigation, the employee filing the complaint would be more comfortable having someone of the same gender present, the Director of Finance and Administration will arrange this support.

As part of the process, the individual accused of discrimination, harassment or abusive behavior will be notified that an investigation is in progress, reminded of our strict policy against discrimination, harassment, abusive behavior and bullying and advised that retaliation against the employee filing the complaint or any other individual cooperating with the investigation is prohibited. The individual accused will be given an opportunity to respond to the allegations.

### Sexual Harassment

#### **SEXUAL HARASSMENT IN OUR WORKPLACE IS PROHIBITED AND WILL NOT BE TOLERATED!**

The management of SEA expects all employees, students, visitors and other program participants to conduct themselves in a professional manner and to always treat one another with respect. Harassment of any type undermines the victim's sense of personal dignity as well as our focus on teamwork.

Sexual harassment of anyone occurring in the workplace or in other settings in which employees, students or other program participants find themselves in connection with their employment or program participation is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees, students or other program participants.

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

While this policy sets forth our intent to provide a safe workplace free of sexual harassment, the policy is not intended to limit management's authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

## Definition of Sexual Harassment

**Sexual harassment** means sexual advances, requests for sexual favors, and verbal or physical conduct that is sexual in nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or

(b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor/manager for sexual favors in exchange for actually or promised job benefits such as a favorable review, pay increase, promotion, training, increased benefits, favorable hours or continued employment constitutes sexual harassment. In addition, any unwelcome sexually oriented conduct, intended or not, that has the effect of creating a workplace environment which is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

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

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

## Procedure for Complaints of Sexual Harassment

Any employee, student, or other program participant who feels that he or she is the subject of such harassment or has witnessed harassment should immediately report the incident, verbally or in writing. Employees on shore can report incidents to their supervisor or any Senior Manager. If the employee's supervisor is the alleged offender, the next level of management must be notified up to and including the President. Students and other program participants on shore can contact the Dean, student services, or their professor. Employees, students, and other program participants on the ships should contact the Academic Coordinator, Captain or Chief Scientist. Managers and supervisors have an affirmative duty to report all incidents of harassment of which they become aware.

A member of SEA's Senior Management will immediately and thoroughly investigate all complaints of harassment. The investigation may be performed internally or by an impartial third party from outside SEA, but in either case, it will be conducted in such a way as to maintain confidentiality to the extent consistent with a fair and full investigation and practicable under the circumstances.

Because we consider harassment to be a serious matter, if it is determined that inappropriate conduct has been committed by one of our employees, students, or other program participants, we will act promptly to eliminate the

offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment in the case of an employee, and consequences which may include dismissal from the program in the case of students or other program participants.

In addition to filing a complaint with SEA, you may file a formal complaint with either or both the federal or appropriate state government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each agency has a short period for filing a claim: EEOC – 300 days and MCAD – 300 days from the date of the incident.

Employees must exhaust their administrative remedies prior to filing a civil action. All current employees shall be individually notified in writing of the Sexual Harassment Policy. All new employees shall be notified of the Sexual Harassment Policy by inclusion of this policy in the Employee Handbook. In addition, a copy of this policy shall be available in the office of the Business Manager. Annually, this policy shall be provided to each employee during the month of July.

#### STATE AND FEDERAL AGENCY ADDRESSES:

The United States Equal Employment Opportunity Commission (EEOC)

1 Congress Street, 10th Floor  
Boston, MA 02114  
(617) 565-3200

Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place, Room 601  
Boston, MA 02108  
(617) 727-3990

Massachusetts Commission Against Discrimination (MCAD)

436 Dwight Street, Second Floor, Room 220  
Springfield, MA 01103  
(413) 739-2145

Massachusetts Commission Against Discrimination (MCAD)

Worcester City Hall  
455 Main Street, Room 100  
Worcester, MA 06108  
(508) 799-8010

If you have any questions regarding SEA's policy against harassment or wish to report an incident, contact your supervisor, the Director of Finance and Administration or any other Senior Manager.

## Electronic Communication

### Statement

The following policies apply to all users of computer and telecommunication resources and services of SEA, wherever the users may be located. This policy is designed to ensure the proper use of SEA's computers and telecommunication resources and services by its employees.

### Violation of the Computer Policy

Employees who violate this policy will be subject to official action by SEA, including possible termination of employment and/or legal action.

### Implementation

All computer and telecommunication users have the responsibility to use these resources in an ethical and lawful manner. In order to prevent harassment and ensure business efficiency, SEA maintains the right to monitor any aspect of the computer system, including email. Employees have no expectation of privacy in company owned computers and/or telecommunications systems including email.

Email Usage; Offensive material, fraudulent, harassing or pornographic material may not be sent by email, or maintained on SEA's computers.

Spam; Users should not respond to unsolicited "spammed" email. This is generally an invitation to receive more spam. However, one may safely unsubscribe from mailings sent by known reputable firms. Any recipient of particularly obnoxious spam should contact a network administrator for assistance in blocking the sender.

Email attachments; Users should be extremely careful in dealing with email attachments, particularly those which have a file extension of .exe, .bat, .com, .vbs, .scr, or .zip, any of which might contain a destructive virus. If in doubt, call a computer administrator.

Political material; SEA computer resources, including email accounts, may not be used for the dissemination of political material. This is in no way intended to inhibit employees' ability to engage in activity protected by Section 7 of the NLRA.

Anti-virus protection; All SEA computers are provided with up-to-date anti-virus protection.

Software installation; Employees should not install software other than periodic operating system updates without first receiving express authorization to do so from a network administrator. Free software from mainstream corporations such as Microsoft, Apple, Google and Real may be installed and updated (including media players, browser toolbars, and productivity tools) but screensavers and other utilities from unfamiliar sources should be avoided. Exceptions to this policy will be made for employees whose work necessitates increased latitude.

Personal use of SEA equipment; Computers and related equipment are intended for accomplishing SEA-related work. Some latitude is allowed for occasional personal use of such equipment, with the expectation this will occur on personal time. Use of SEA equipment is allowed for non-commercial personal use where the experience gained might reasonably be expected to further the ability to perform the work of SEA.

Use of another's computer; Employees should not use another person's computer without permission.

Ownership of equipment; All equipment purchased with SEA resources remains the property of SEA. Equipment



should be returned to a Network Administrator at the end of employment or involvement with SEA activity unless other arrangements are made in writing with the Director of Finance and Administration.

Responsibility; Employees are responsible for their own actions in using SEA computers and related facilities. SEA assumes no responsibility for these actions.

### **Fax Use**

SEA's fax is for business use and may not be used for political purposes or lobbying. The fax transmits SEA's name and fax number, thus identifying SEA with any material sent by fax. SEA's fax machine may not be used for lobbying or transmitting personal political solicitations or advice.

Confidentiality of faxed material; Because incoming faxed material at SEA is received in a common location, staff are requested to be especially careful when sending or receiving confidential material. Staff should make specific arrangements for the recipient to be at the fax machine when sending or receiving confidential material. All salary and personnel information at SEA is confidential.

### **Expectations Regarding Use of SEA's Electronic Communication Media**

Electronic communication media is an integral part of SEA's information asset base, and as such, all communication and information transmitted by, received from, or stored in the systems are the property of SEA and should be considered a non-private business-related use of SEA's resources. Employees should protect all of their security codes, user-IDs, and passwords. All communications through any of SEA's communication media must be conducted in a professional tone and manner and must be accurate. Employees should be aware that the use of cell phones might not be a secure means of communication. Use of the Internet by SEA's employees is encouraged where such use is suitable for business and professional purposes and supports the goals and objectives of SEA. Each employee must protect the confidentiality of SEA's intellectual property assets. Chat and news groups are public forums where it is inappropriate to reveal confidential SEA information. SEA has the right to monitor email messages, Internet usage, and voicemail to ensure compliance with this policy. If you have any questions about this policy or wonder whether any particular situation falls under this policy, please speak with the Director of Finance and Administration.

### **Health and Safety Protection Plan**

SEA is committed to providing a place of employment free from recognized hazards and therefore will continually analyze the workplace to identify and correct potential hazards. Any hazard that is identified will be promptly addressed and proper training provided when deemed appropriate.

For the health and safety of everyone, any hazardous situation (real or potential) should be reported immediately to your supervisor. Don't assume someone else must already know about it! If your supervisor is unavailable, report the situation to the President, Academic Dean, Director of Finance and Administration, or Director of Marine Operations (Captain or Chief Scientist aboard ship).

Any illness or injury arising out of and/or in the course of the performance of duties for SEA **must** be reported to your supervisor immediately.

In case of accident or injury to an employee or visitor:

1. The first priority is to help the injured party. Get medical help if necessary.
2. Obtain all information necessary to assist in completing an accident report. Be sure to get the names,

addresses, and telephone numbers of all parties involved.

3. Other information needed:

- Date, time, location of accident
- Type of injury with specifics of how the injury occurred including weather conditions
- Witnesses
- Name of physician/hospital if applicable
- Photographs if available

Notify the Director of Finance and Administration as soon as possible for completion of an accident report.

SEA is required by the U.S. Department of Labor Occupational Safety and Health Administration to maintain a log of all work-related injuries and illnesses. Human Resources will complete the incident report and maintain the log, including any annual summaries. For further information, see <http://osha.gov>.

### **Employment of Foreign Nationals**

To comply with state and federal regulations regarding the employment of non-United States citizens, SEA has an obligation to determine that each foreign national employed has a visa, which permits employment or has been permission to work by the United State Immigration and Nationalization Service. Visas must be obtained by the prospective candidate for employment before they enter the United States. Federal law prohibits the hiring or employment of illegal aliens. Any employee who violates this law is subject to a fine and will not be allowed to work.

Forms, applications and additional information regarding visas for foreign nationals can be obtained from [www.uscis.gov](http://www.uscis.gov).

SEA is required to verify the identity and work authorization of all employees within three business days of hiring them by completing an employment eligibility verification form (I-9). I-9 documentation will be maintained in a file apart from an employee's personnel record. SEA is also required to re-verify an employee's I-9 documentation.

### **Student Non-Fraternization Policy**

Sea Education Association is committed to providing a positive environment where students can securely devote their time and energy to learning, research, and other SEA activities. The integrity and professionalism of the teacher-student relationship is fundamental to SEA's educational mission.

This policy applies broadly to all SEA employees.

A consensual romantic or sexual relationship between an SEA employee and a student may undermine the integrity of the educational process and adversely affect the learning and living environment for the student in the relationship and for other students. The risks associated with relationships between an SEA employee and a student include conflicts of interest, perceptions of undue advantage, and the potential for abuse of the inherent

power differential. Therefore, SEA's policy is that employees are prohibited from consensual romantic or sexual relationships with students.

For purposes of this policy, "Student" includes all those enrolled in any and all educational and training programs of SEA. In addition, students enrolled in any SEA Semester program will be considered students for purposes of this policy for 60 days following the students last day on shore or on the ships.

The consequence for violating this policy is immediate dismissal.

### **Exclusive Relationships Policy**

An **exclusive** relationship may be a close association, friendship, clique, romance, courtship, marriage or any relationship where two or more people typically might spend a fair amount of time together. SEA and its management has no wish to intrude on the personal lives of its employees, but unfortunately, a relationship which is otherwise positive and rewarding to the individuals involved can and sometimes does compromise the effective operations of our shore and shipboard workplace. Such a relationship may exclude others, may offend or have a negative impact on students and/or other employees, or may become obstructive to the educational process and community spirit which are integral parts of all SEA academic programs.

This policy addresses the issue of **exclusive** relationships for all employees, and it applies to all types of relationships between or among employees or between or among employees and students. **It also applies to relationships between or among students as discussed with them during orientation meetings at SEA.**

**Exclusive** relationships are neither automatically good nor automatically bad and SEA management will not judge the relative merits of the relationship itself. It is the behaviors associated with a relationship that affect our academic program that will be judged as appropriate or inappropriate.

Some **exclusive** relationships can have a positive impact on the program or on others. Those which exist to assist or mentor a student or to assist or mentor another employee, particularly a new employee are positive. Those relationships which may be known to students and employees but are otherwise largely invisible in the working/learning/living environment can also be very positive if the relationship doesn't detract from the time given to students and in no way adversely affects the community aboard SEA vessels or on shore on SEA's campus. Such a transparent relationship may, in fact, clearly demonstrate the strong personal characteristics of the individuals involved who put cooperation and dedication to the SEA community above their own personal needs or comforts.

Inappropriate behaviors associated with an **exclusive** relationship may include isolating activities, continuously excluding others; showing obvious favoritism toward one or more individuals; interfering with the educational mission or compromising the educational experience for others; creating an offensive work or living environment for others; using others for personal gain or reward or to bestow special favor or reward; actions which discriminate or harass or which potentially create a hostile or offensive work or educational environment such that it may lead to violations of SEA's discrimination or sexual harassment policies.

It will be up to the supervisor, manager or faculty member who is responsible for students, other employees or the academic program to judge when the actions or behaviors of those involved in an **exclusive relationship** are inappropriate. These are the people charged with upholding SEA's high standards and ensuring successful educational programs. They are thoroughly familiar with SEA's living, working and learning environments.

Managers and supervisors need to be particularly sensitive to exclusive relationships involving themselves. Anyone

employed in a managerial or supervisory role needs to heed the fact that personal relationships with employees who report to him or her may be perceived as favoritism, misuse of authority, or potentially, sexual harassment. Even if no improper conduct occurs, the relationship may cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of position power.

Disciplinary action depending on the nature of the offense and the particular circumstances surrounding it will be taken if actions or behaviors are determined to be inappropriate. Disciplinary action may be taken in the absence of any complaint from students or other employees. If a disciplinary warning is issued and the inappropriate behaviors associated with the relationship continue after the warning is issued, the employee or employees involved will be subject to further disciplinary action, up to and including dismissal.

### **Emergency Plan**

A formal emergency plan exists which outlines the steps to be taken by SEA employees in the event of a serious accident or emergency involving SEA employees, students or property. **As an SEA employee, you are required to be familiar with it.** A copy of the document *Emergency Plan and Operational Procedures* is listed in Appendix D.

If you have any questions regarding this plan or your role in the event of an emergency, please discuss them with your supervisor.

### **Technology and Data: Access and Ownership**

SEA has accumulated and needs to safeguard critical computer data in the form of online records, and disk or tape backups. SEA has also added capabilities for voice mail, email and Internet access, which require strict attention to appropriate and authorized use. Security systems, which prevent unauthorized access, must be respected. If you have a password, protect it and change it as recommended. Do not give your password or logon to anyone other than designated members of the SEA staff who need it for legitimate business purposes.

All other SEA data obtained or used in the course of normal business or educational activities at SEA is the property of SEA.

SEA also has a growing inventory of computer and technological equipment and software. So that there is no confusion as to who owns what, please be sure to notify the Network Administrator if you are using or bringing in any of your own personal equipment or software to use at SEA. Also, if you purchase personal equipment or software under your own grant for "personal" scientific research or with Educational Development funds, please obtain a brief written acknowledgement from your supervisor regarding ownership of the equipment or software and provide a copy to the Network Administrator.

SEA equipment is assigned to you at SEA's discretion and it may be moved or reallocated for another use if you are on sabbatical or you are out due to an extended absence for any reason.

No equipment, software or data should be removed from SEA property without your supervisor's approval and appropriate advance notice to the Network Administrator.

Upon termination, you will be responsible for accounting for and returning all SEA equipment, software and any data that you have been responsible for maintaining.

You are given the privilege of using SEA equipment, accessing SEA data, and accessing external services and resources through SEA. Inappropriate or improper use of SEA technical resources or equipment (such as carelessness regarding passwords, copyright protections, possible virus introductions, etc.), can expose SEA to unnecessary risk and liability.

### **Privacy in the Workplace**

Although SEA has no wish to unnecessarily intrude, unfortunately, SEA cannot ensure you have a right to privacy in the workplace. This particularly applies to using SEA technical equipment (telephone, fax, and computers) or using SEA offices or office furnishings. For legitimate business reasons, SEA may require access to your office, desk, filing cabinets, and voice and/or data records. An example of a legitimate business reason is the need to access certain records, which are located in your files during a period of absence, particularly during an unexpected or long term absence. Also, our voice mail system, for example, requires periodic maintenance to delete or reroute old messages.

You should also be aware that there is no perfect technology that prevents access by accidental or intentional means, particularly for outgoing information like faxes and Email, but also for systems internal to SEA.

SEA uses passwords and logons to limit access by maintaining certain security levels. You will be asked to provide SEA with any and all passwords and logon information that you and others share and use for SEA business purposes.

Use of SEA equipment should be restricted to business and professional use that is directly related to your job or your profession. It is wise to exercise caution in both your language and in your range of topics or subjects, limiting both to ethical and proper business standards.

Please respect the workspace of other employees and do not use passwords or logons that have not been specifically assigned to you.

### **SEA Shore Facilities**

Occasionally, SEA will rent, or otherwise allow use of, its shore facilities to community and other groups subject to availability. Outside groups may at times use SEA housing, classroom/lab/lecture hall, library, computer lab, conference room, lounge, and/or grounds area. Announcements will be made if outside groups are present on the campus. Arrangements for daily or overnight rental or use of any part of the campus by outside groups must be made through the Director of Finance and Administration.

### **Access to Residential Cottages**

SEA routinely provides housing to students and occasionally to others on campus. Those in residence have a reasonable expectation to privacy. Considering such, SEA staff members will not normally enter residential cottages without the permission of an occupant of the cottage.

SEA retains the right for staff members to enter cottages for the purposes of maintaining health and safety, for maintaining SEA property, and for ensuring compliance with SEA rules and regulations with or without prior notice.

However, to the extent that it is possible, reasonable advance notice will be given when SEA personnel require access to a cottage.

Certain SEA staff members (Student Services staff members, Shore Facilities Coordinator) require routine access to student cottages and will follow reasonable notice and permission-to-enter guidelines as above. Other staff members who may require access to student cottages should contact Student Services or their supervisor for permission to enter and access codes.

### **SEA Uniforms and Custom Clothing**

SEA encourages all employees to wear (as desired or appropriate) available clothing designed with SEA insignias and made for SEA in custom colors and styles. *Some* clothing is provided to some employees free of charge. Those employees include crew, faculty, maintenance employees or employees who work outside or who regularly hold

events or talk to external groups.

You may be eligible for a free employee jacket if you are a crew member, faculty member or if you work in a position which requires regular sea time or outside work as part of your primary job duties. Crew members should refer to the Uniform section of the crew policies for information as to eligibility. [See *Policies and Procedures for Seagoing Personnel* in Appendix A.]

If you would like to purchase SEA clothing, please see the next section on *Employee Purchases*.

### **Employee Purchases**

All SEA employees may purchase items with the SEA logo such as T-shirts, sweatshirts, ties, mugs, prints, postcards, jackets and any other item regularly offered for purchase at reduced rates as determined by the Development Office. If you would like to purchase any of these items, please contact a Development Office staff member or visit the online store.

### **Maintaining Your Professionalism and SEA's Image**

#### **Social Networking (i.e. Facebook, Twitter, Instagram, etc.)**

If you choose to identify yourself as an SEA employee when posting publically on the Internet, please keep in mind that some readers may view you as a spokesperson for SEA. In light of this possibility, we ask that you observe the following guidelines:

1. **How to Maintain Your Image and Our Image.** As an individual, it is always important to remember the importance of a good reputation – both yours and SEA's. It is said that it takes years to build a good reputation and only moments to ruin it. Credibility and reliability are key aspects of building a good reputation. Understanding the importance of weighing the consequences of our decisions and considering our long-term goals is especially important when trying to project a professional image.

**Real life common sense should be applied virtually.** Be thoughtful in all your communications and dealings with others, including email and social media. Never harass (as defined by our Discrimination and Harassment policy), threaten, libel or defame fellow professionals, employees, customers, students, competitors or anyone else. In general, it is always wise to remember that what you say in social media can often be seen by anyone. Accordingly, harassing comments, obscenities or similar conduct that would violate SEA policies is discouraged in general and is never allowed while using SEA's equipment or during your working time.

A more subtle faux pas can affect your online reputation and even future job path, as your friend list on social networking sites may include both personal and professional contacts. Information you post can mess up your work relationships and personal ones in one quick swoop. Unprofessional online content or "digital dirt" as it's often called, is a problem that goes beyond any social networking site. Anything you post online is essentially public and can affect your career and job prospects, both positively and negatively. Remember that cyber items live on, somewhere in cyberspace, even after you delete them.

Here are suggested tips for managing your social networking persona to display a positive, professional image.

These are only suggestions, and not a company rule or company policy. Remember, common courtesy, decency, and good manners are the golden rules that apply on all social networking sites.

- ✓ Choose your profile picture wisely. Display on your profile what you would put on display on your desk.
- ✓ Fill out your biography and set your privacy settings accordingly.
- ✓ Post contents, links, and news about your professional area of expertise.
- ✓ Do not make knowingly false representations about your credentials or your work.
- ✓ Don't type something you wouldn't say in real life. You shouldn't hide behind a computer and say hurtful things that you wouldn't dream of saying to someone's face.
- ✓ Don't share something on your page or in your status that you don't want everyone on your friend list to know.
- ✓ Learn to manage your privacy settings.
- ✓ Do use private messaging for sharing more intimate things.
- ✓ Don't share identifying information such as your address or telephone number.
- ✓ Don't feel obligated to add applications because friends sent them to you.
- ✓ Do choose those who already have an application to interact with for those applications that you also wish to participate.
- ✓ Do be careful what you post. While it's okay to vent, remember that if you are venting about your boss just because he or she is not in your friend list does not mean it won't get back to them somehow.
- ✓ Do keep any information learned about your co-workers to yourself at the workplace. Do be careful of your tone. It can be hard to tell when people are joking or being sarcastic.
- ✓ Don't type in all caps unless you really mean to shout, otherwise it's just annoying and becomes tedious quickly.
- ✓ Don't attack or abuse your co-workers online.
- ✓ Remove information about a co-worker if asked by that person.
- ✓ Don't discuss potential conflicts of interests with your manager.
- ✓ Use integrity. Don't post anything when emotional; wait a day if you must.
- ✓ Never write or say anything you wouldn't say in front of your boss.
- ✓ Be ethical. Everything published online is the public domain, and you must recognize that your posts are legitimate.

**Employee Publications Policy** - This policy extends to instances of harassment, discrimination and any other behaviors that are barred by law or SEA's policy. We encourage you to familiarize yourself with our policies that prohibit bullying and cyber-bullying.

Any unlawful postings of any kind that takes place while on SEA's time will be grounds for suspension or dismissal.

Know that employees have no right to absolute privacy when they post on a social networking site.

Your online presence reflects SEA. Be respectful and use good judgment about content and be careful not to include proprietary information about SEA, or confidential information about customers, students, vendors and/or competitors.

Do not reference customers or students without their express content.

You may not share information that is confidential and proprietary about SEA. This includes information about trademarks, sales, finances, number of employees, and/or SEA's business strategy. Unless given permission by the Human Resources Manager, you are not authorized to speak on behalf of SEA, nor to represent that you do so. SEA logos and trademarks may not be used without SEA's written consent.

Recognize that you are legally liable for anything you write or present online. Employees can be disciplined by SEA for commentary, content, or images that are maliciously defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by SEA's employees, competitors, and any individual or SEA that views your commentary, content or images as defamatory, pornographic, proprietary, harassing libelous or creating a hostile work environment.

Consequences for violating SEA's policy can be used as grounds to discipline an employee, including suspension and termination.

2. SEA has no desire to play Internet cop or keep employees from enjoying social networking sites. The policy is in place to protect SEA and its employees, not to prevent people from using Internet in usual, harmless, or legally protected ways.

3. **Public Communication.** Blogging, posting and tweeting are forms of public communication. Your public communications concerning SEA must not violate any other policies in this manual (e.g., harassment or discrimination policies) including employee confidentiality whether or not you specifically mention your employee status.

4. **SEA's Logo.** Employees must respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards. Use of SEA's (or any of its affiliated entities) logos, marks or other protected information or property for any business/commercial venture without express written authorization is strictly prohibited. The company logo is the property of SEA and may not be reproduced within your blog or in any other public communication without authorization.

5. **General Guidelines.** Consider what information is sensitive before you type or speak, and if you are remotely unsure about whether the information is confidential or proprietary, get prior permission or leave it out of the comment or conversation.

- ✓ Do not disparage competitors.
- ✓ When representing SEA, be courteous, friendly, and helpful when making any comments.
- ✓ Respect the privacy of others
- ✓ Remember that any remark could be permanently recorded or stored.

6. **Things to 'Talk Up'.** Good things to talk about include (but are not limited to):

- ✓ The programs offered by SEA.
- ✓ Recent news SEA has made (new program offerings, winning awards, etc.).

7. **Generally Confidential Information.** Things which SEA considers of a confidential or proprietary nature, and thus should not be disclosed, include (but are not limited to):



- ✓ Best practices related to core business activities.
- ✓ Future plans for programs.
- ✓ Employee counts.
- ✓ Revenue and financial information.

8. **Discipline.** All employees are expected to know and follow this policy. Nothing in this policy is, however, intended to prevent employees from engaging in concerted activity protected by law. If you have any questions regarding this policy, please ask your supervisor and Human Resources before acting. Any violations of this policy are grounds for disciplinary action, up to and including immediate termination of employment.

9. Upon termination or resignation of employment with the company, employees are required to deliver to the company all passwords to all documents, computer, or electronic systems.

### **Policy on Hazing**

Concurrent with SEA's value on mutual respect within our community and the laws of the State of Massachusetts, Sea Education Association does not tolerate hazing in any form at any time – on or off campus or aboard any of our vessels. It is SEA's policy to prohibit all types of hazing and to subject those engaged in hazing to disciplinary action up to and including immediate dismissal from enrollment or employment. This policy applies to all students participating in any SEA program and to all faculty, staff, volunteers and crewmembers. SEA defines hazing as: Any act which endangers, or could reasonably be seen to endanger the mental or physical health or safety of a person, deliberately embarrasses or willfully makes a person mentally or physically uncomfortable for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in, a group or organization. Examples of hazing may include but are not limited to: depriving a person of sufficient sleep; forcing, encouraging or requiring the consumption of any food, beverage or substance; any form of physical bondage; encouraging or requiring shaved hair; requiring calisthenics.

It is important to note the policy applies to any type of group which includes but is not limited to: teams, clubs and societies (including the Order of Neptune whose members have sailed across the equator). Hazing does not depend on the individual's willingness to take part – although incoming members may consent to activities in the hopes of admission or for conformity, but any act of hazing is still a violation of the policy. All participants must be aware everyone has different levels of comfort and what is acceptable to one may be damaging to another.

Any person who has been subjected to hazing or knows of an event or planned event of hazing must report the incident to a SEA staff or faculty member, who in turn must report it to the Dean. At sea, reports may be made to any crewmember or directly to the captain and/or chief scientist. The captain and/or chief scientist must then report the incident to the Academic Dean, who will be responsible for conducting an investigation and assigning sanctions as appropriate.

Persons found to have engaged in, abetted or failed to report known hazing activities are subject to disciplinary action as noted above. Further, where appropriate and in accordance with local ordinances, SEA will report hazing activities to law enforcement officials.

It is worth noting that many cases of hazing have resulted in serious criminal charges and legal liabilities totaling in the millions of dollars.

SEA takes hazing very seriously and rejects any activity or action, including any seafaring tradition, which could

subject a member of the SEA community to any form of hazing.

### **General Laws of Massachusetts (sourced from BU Policies/Lifebook)**

Chapter 269: Section 17. Hazing; organizing or participating; hazing defined.

Section 17. Whoever is a principal organizer or participant in the crime of hazing, as defined herein, shall be punished by a fine of not more than three thousand dollars or by imprisonment in a house of correction for not more than one year, or both such fine and imprisonment.

The term “hazing” as used in this section and in Sections 18 and 19, shall mean any conduct or method of initiation into any student organization, whether on public or private property, which willfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug, or other substance, or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation.

Notwithstanding any other provisions of this section to the contrary, consent shall not be available as a defense to any prosecution under this action. (Amended by 1987, 665.)

Chapter 269: Section 18. Failure to report hazing.

Section 18. Whoever knows that another person is the victim of hazing as defined in Section 17 and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official as soon as reasonably practicable. Whoever fails to report such crime shall be punished by a fine of not more than one thousand dollars. (Amended by 1987, 665.)

### **Whistleblower Policy**

#### 1. General

Sea Education Association, Inc. (SEA) requires trustees, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of SEA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

#### 2. Reporting Responsibility

It is the responsibility of all trustees, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

#### 3. No Retaliation

No trustee, officer or employee, who in good faith, reports an ethics violation shall suffer harassment, retaliation or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within SEA prior to seeking resolution outside SEA.

#### 4. Reporting Violations

SEA has an open door policy and suggests employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Director of Finance and Administration or Human Resources or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected ethics violations to SEA's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following SEA's open door policy, individuals should contact SEA's Compliance Officer directly.

#### 5. Compliance Officer

SEA's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at his/her discretion, shall advise the President and/or the audit committee. The Compliance Officer has direct access to the audit committee of the board of trustees and is required to report to the audit committee at least annually on compliance activity. SEA's Compliance Officer is the chair of the audit committee.

#### 6. Accounting and Auditing Matters

The audit committee of the board of trustees shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

#### 7. Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations which prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### 8. Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### 9. Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

10. Audit Committee Compliance Officer:

Richard Hawkins

Home Tel: 508-362-8225

Cell: 617-947-1278

Email: rhhawkins44@gmail.com

11. Sea Education Association, Inc. Senior Management Staff

Peg Brandon, President

Scott F. Branco, Director of Finance and Administration

Paul Joyce, Academic Dean

Katharine Enos, Dean of Admissions & Marketing

David Bank, Director of Marine Operations

Jan Wagner, Director of Development

**Document Retention and Destruction Policy**

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, SEA's Board of Trustees adopted this policy to provide for the systematic review, retention and destruction of documents received or created by SEA in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form (including electronic documents), contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the SEA's operations by promoting efficiency and freeing up valuable storage space. See Appendix E for the complete Policy.

**Credit Card Policy**

SEA's credit card policy sets forth the guidelines to be followed when using a Sea Education Association (SEA) issued credit card. SEA reserves the right to amend any of these policies from time to time.

No set of general or detailed guidelines can be a substitute for personal ethics and sound judgment. Expenditures should be made with the assumption that those decisions and choices will be reviewed by your supervisor and by SEA's Director of Finance and Administration.

Please see Appendix F for the complete Policy

**Policies for Use of SEA Science Data in Manuscripts and Proposals**

The use of SEA data for manuscript preparation and research proposals is good for SEA as an institution and for the professional development of SEA faculty and staff. All data and samples are collected through the efforts of many students, staff and faculty and are a shared resource.

SEA follows NSF's overall philosophy of data management and dissemination as described in the NSF Award and Administration Guide (NSF 11-1, published January 2011). All standard underway data collected on SEA vessels will

be submitted to the appropriate long-term archive through the NSF R2R (Rolling Deck to Repository) program. This should be completed within two years of original data collection. External requests for data can be referred to R2R in most cases. Distribution of data collected in the course of externally funded grants will follow the data management policies of the funding agency.

SEA data will be made available to all Clearance Countries according to US State Department policies.

With the goal of keeping SEA data and samples accessible to SEA faculty, proposed research questions, collaborations or research projects based on shared SEA databases and resources should invite active collaboration of SEA faculty. Staff and alumni should be included as appropriate. A certain amount of preliminary discussions will take place to develop ideas, but in order to provide equitable opportunity for all SEA faculty, the greater SEA scientist and faculty community should be engaged as early as possible in the planning process. Faculty teaching off campus must be included in this process of engagement.

A written description of planned work will be archived by the Science Programs Coordinator and available to all faculty. This description will include:

- A description of the research question and methods

- An inventory of the data and samples to be used

- Description of the planned use, manuscript submission, proposal, etc.

- Planned timeline

- List of SEA faculty and staff already involved in the project and any external collaborators and description of their roles

SEA alumni are encouraged to use any papers and research projects they completed at SEA to meet their personal academic requirements at their home institution. They should acknowledge that data were collected and work was completed on board SEA's vessels during SEA Semester with assistance and guidance from SEA faculty and staff.

Requests from SEA alumni for further use of data and samples from their SEA cruise, beyond work completed as a requirement of their SEA Semester program, will be submitted to the Science Program Coordinator. The Science Program Coordinator will, as appropriate, inform the SEA faculty of these data requests. In most circumstances, the final product of this further developed SEA Semester -related research (e.g., poster session at a professional meeting) should be reviewed and approved by the original Chief Scientist or his/her designate before it is submitted or displayed. All work should acknowledge that data were collected on board SEA's vessels during SEA Semester with assistance and guidance from SEA faculty and staff.

Requests for data and samples from external investigators, including from SEA alumni who wish to use data beyond that collected during their SEA Semester cruise, will be submitted to the Science Program Coordinator. These requests will include the same information as listed above for SEA faculty. All SEA faculty will be informed of these requests, with collaborations encouraged when appropriate. The Administrative Science Coordinator will provide the requested data to the external investigators or refer them to external data archives as appropriate.

All work resulting from SEA data should acknowledge that data were collected on board SEA's vessels during SEA Semester with assistance and guidance from SEA faculty and staff and copies of all resulting manuscripts should be submitted to the Science Program Coordinator on final publication.

### **Guidelines for Authorship**

1. Given that all SEA data are a shared resource, all SEA faculty will be informed of new and developing research ideas as described in the data sharing policy. It is the responsibility of SEA authors to consider for authorship and contact external collaborators who have contributed to the project.
2. The “Principal Investigator” is defined as the director or leader of the project. This individual will work with all SEA faculty to map out research questions and future publications (manuscripts, poster presentations, etc.)
3. The agreement of who will be an author, order of authorship, the timing of presentations or publications, and the privilege of presenting results at meetings should be in writing. When changes in authorship occur in later stages of manuscript preparation, the changes should be in writing. The Principal Investigator should ensure that there is a clear, written understanding of these considerations at the beginning of a project and that all changes are documented. This will result in positive collaboration and fewer disputes.
4. All authors must have contributed to the development the manuscript or document, have read and reviewed it, and be sufficiently familiar with it to accept responsibility for its integrity and credibility.

#### Publication Guidelines

1. Authorship may legitimately be claimed if researchers:
  - a. Conceived the ideas or experimental design or
  - b. Participated actively in execution of the study or
  - c. Analyzed and interpreted the data or
  - d. Made significant contributions to writing the manuscript (after Ecological Society of America guidelines)

Because authorship is a matter of public credit and responsibility, everyone who meets the accepted criteria for authorship should be included as authors

2. Normally the first author will have done the greatest share of the work conceptualizing and writing of the manuscript. Subsequent order is determined by descending degree of contribution and consensus of all authors.
3. The author serving as the principal investigator will usually be the corresponding author when manuscripts are submitted for review. The goal is to have a single corresponding author who can be contacted reliably throughout the review and revision process.
4. Authorship by SEA students, alumni, Assistant Scientists and staff is encouraged. Students who develop their personal student research project and who make a substantive contribution to a subsequent publication are eligible for authorship.
5. It is the responsibility of the PI to see that all authors approve the final manuscript before publication.

### **SEA Smoking Policy**

In accordance with the MASSACHUSETTS SMOKE-FREE WORKPLACE LAW (M.G.L. Chapter 270, Section 22), and to provide reasonable protection to the health of students, employees and others from the effects of smoking, smoking is prohibited in all SEA buildings, owned vehicles, and anywhere within the interior spaces of SEA's

vessels. It is SEA Policy that all smoking, including but not limited to tobacco products and the use of electronic smoking devices, is restricted to designated smoking areas and is prohibited within 25 feet of any SEA building. Smoking on SEA's ships may be permitted on the leeward side of the afterdeck with the Master's permission, which will not be unreasonably withheld. This policy applies to all members of the SEA community as well as to vendors, contractors, guests, and visitors. Violations of this policy are subject to disciplinary action.

### **Weapons and Fireworks Policy**

SEA is committed to providing a safe working, learning and living environment free from violence and threatening behavior. Employees are prohibited from possessing firearms, personal explosives, fireworks, chemicals, projectile devices, and other dangerous substances, articles and weapons on SEA's campuses and vessels without the written permission of SEA's President.

Legal, chemical dispensing devices sold commercially for personal protection (i.e. pepper sprays) are not prohibited by this policy provided they are being carried by employees for the express purpose of self-defense and are not being used in an instigative, aggressive or threatening manner.

Employees will be subject to disciplinary action for violations of this policy that may include termination of employment.

### **Alcohol Policy**

As an educational institution, the primary mission of SEA is an academic one. The uncontrolled, irresponsible, or abusive use of alcohol by members of the SEA community is counterproductive to this mission. Ideally, policies related to the use and service of alcoholic beverages on campus should be self-policing, and faculty, staff, crew, students, alumni, and other members of the SEA community should be trusted to observe the relevant policies and laws. Educational efforts and enforced, reasonable drinking policies will contribute to this desired goal of enhanced civility.

Their successful implementation will require the cooperation and support of all members of the SEA community.

SEA complies with the laws of the Commonwealth of Massachusetts related to the use and service of alcoholic beverages, and those laws and/or regulations promulgated by any local or city agency with regulatory authority in this area. The use and possession of alcoholic beverages on the campus by persons other than those of legal drinking age as defined by the laws of the Commonwealth of Massachusetts will not be condoned. Use and possession of alcoholic beverages by those of legal drinking age is limited according to the procedural guidelines set forth below.

1. The possession or consumption of alcoholic beverages in any common or public area of the campus, or in a campus facility, is generally prohibited. Exceptions to this general policy are allowed for special events or activities sponsored by SEA or various groups associated with SEA, provided that the special event or activity has been approved by SEA's President or his or her designee. Consumption of alcoholic beverages is also allowed for staff temporarily residing in SEA housing, subject to the Responsibilities and Use of Housing Agreement.
2. Quantities of alcohol must be reasonably proportionate to the number of legal-age individuals present.

3. The availability of food and nonalcoholic beverages at functions at which alcoholic beverages will be served is strongly recommended.
4. Any social event held at SEA at which alcoholic beverages will be served must have an SEA sponsor who is at least 21 years of age.
5. The SEA sponsor is responsible for full compliance with the requirements of this policy and must be present for the duration of the event. The SEA sponsor of an event, as well as those responsible for dispensing alcoholic beverages, are responsible for assuring that function attendees do not drink to excess.
6. Only one alcoholic beverage at a time may be served to each individual.

Violations of this policy will be dealt with in accordance with procedures set forth in the Personnel Policies and Procedures Manual. Such violations may result in sanctions up to and including termination from SEA.

In addition, serious violations of this policy by any member of the SEA community may result in criminal charges and/or arrest.



### Overview of Time Off and Leave Benefits

The following chart provides a brief overview of SEA's leave programs. Further eligibility guidelines are outlined within each specific policy.

<b>Type of Leave:</b>	<b>Applies To:</b>
Compensatory Time Off	<u>Regular</u> employees in <u>exempt</u> positions.
Holidays	<u>Reg.</u> employees and <u>Temp. FT</u> employees filling non-essential roles on the holiday day.
Vacation Leave	<u>Regular administrative employees</u> working a minimum of 25 hours per week, <u>crew</u> working under a <u>long term contract</u> .
Sick Leave	<u>Regular</u> employees.
Personal Days	<u>Regular</u> employees after 6 mos. employment.
Jury Duty	All employees.
Leave Without Pay	<u>Regular</u> employees.
Maternity Leave	<u>Regular full-time</u> employees who have worked a minimum of six months.
Paternity Leave	See Leave W/O Pay or Fam/Med Leave.
Family and Medical Leave	All employees with one year of employment who have worked a minimum of 1250 hours during the preceding year.
Bereavement Leave	All employees.
Sabbatical Program	<u>Regular full-time faculty</u> , Academic Dean, President

### Compensatory Time Off

If you are a regular employee in an exempt position, and you work in excess of your regularly scheduled work hours in any one week, you may be eligible for compensatory time off with the prior approval of your supervisor. Any approved compensatory time must be taken within 30 days of the extra hours worked or that time will be forfeited. This policy applies only if the additional time worked was for the convenience of SEA to handle an increased workload, or to cover for a staff shortage. Compensatory time off may not be accrued in advance for your personal convenience.

Compensatory time off *is not available to you* if you work in a non-exempt position. For non-exempt positions, straight time will be paid for additional hours up to 40 per week, and overtime at time-and-one-half will be paid for any hours worked over 40 per week. [See the *Overtime Pay* section on page 11]. Only actual hours worked will

count toward the total number of weekly hours.

### **Holidays**

The following days are paid holidays for all regular employees and temporary full-time employees:

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve

Christmas Day

Pay for a holiday is computed at the regular hourly rate times the number of hours normally worked on that day of the week. An employee who normally does not work on that day will not receive holiday pay.

Note: Employees in faculty, crew, and some administrative positions may be expected to work on a holiday depending on the essential role of the job in supporting class and ship schedules on that day. Please see your supervisor if you have a question as to your essential v. non-essential status on a holiday.

If a holiday falls on a weekend day, SEA will make a determination as to whether or not another day will be substituted for the holiday.

### **Vacation Leave**

Faculty members do not accrue vacation leave, but may take non contracted time throughout the academic year as schedules permit, with the approval of the Academic Dean.

Regular administrative part-year employees are credited with pro-rated vacation time based on the number of contracted or agreed upon months actually worked. This vacation time may not be taken during contracted or agreed work periods unless specifically approved by the President. Eligible regular part-time employees will be credited with pro-rated vacation hours based on the number of hours worked.

Crew members with long term contracts accrue vacation leave at the same rate as regular full-time employees, prorated, based on the number of contracted days worked. Vacation days accrued will be paid over the course of the contract period. The rate used to determine vacation pay will be based on the average worked during the current months.

All other regular full-time employees and regular part-time employees working at least 25 hours per week earn vacation at the following rates:

**Rate 1:** During your first year of employment, you will earn 1 day of vacation leave per month. You may not take any vacation time during your first 3 months of employment, unless special circumstances exist. If you have been working less than 12 months as of the beginning of the next calendar year, you may request a carryover of up to 3 accrued days to be taken during the next calendar year.

**Rate 2:** After you have completed at least 12 months of continuous employment, you will earn 15 vacation days per calendar year until you have completed 4 years of continuous employment.

**Rate 3:** After you have completed 4 years of continuous employment, you will earn 20 vacation days per calendar year.

**Rate 4:** After you have completed 20 years of continuous employment, you will earn 25 vacation days per calendar year.

If you have advanced to a higher vacation rate during the calendar year, additional days will be pro-rated as of your anniversary date for that calendar year.

**Example:** Mary currently earns 15 vacation days per calendar year. On July 1st, she will have completed 4 years of continuous employment. Her vacation time for the calendar year will be computed based on 6 months of employment at Rate 2 and 6 months employment at Rate 3. She will earn half of the 15 day rate and half of the 20 day rate for a total of 17.5 vacation days.

Vacation days expected to be earned during the calendar year are assigned to you at the beginning of the calendar year. You must use these days on or before March 31st of the next calendar year (a period of 15 months). A carryover of unused vacation days past this date will be approved only in very unusual circumstances and must be requested in writing. After March 31st, any unused vacation time will be added to your accrued sick time. In total, ninety (90) sick days is the maximum which can be accumulated; sick days in excess of 90 will be lost.

Requests for vacation leave must be submitted to your supervisor at least 14 days in advance of the first date of requested leave. In unusual circumstances, you must provide such notice as is practicable. Your leave request must be approved by your supervisor prior to taking the leave. Fill out an Absence Request Form indicating the dates and number of days you plan to take. Please provide as much notice as possible regarding your vacation plans for the year. Your work is valuable and you need time to relax. At the same time, in a small organization like SEA, the absence of several employees at the same time can create a problem. Supervisors will make every effort to approve vacation as requested, unless it is impractical due to work schedules or emergency situations.

Only accrued leave may be taken in conjunction with an unpaid leave of absence, maternity leave, family leave or termination. Since vacation days credited to you at the beginning of the calendar year may not be earned yet, please review your leave balance with your supervisor before scheduling any vacation days in conjunction with termination or a period of unpaid leave.

If your supervisor approves any vacation time which has not yet been earned, payment of the unearned vacation time will be considered an advance on future (vacation) pay. This advance must be repaid by accruing the appropriate amount of vacation pay through earning additional leave time or it will be debited from your final paycheck if you terminate prior to accruing the appropriate amount of vacation time. If you are terminating and have taken unearned vacation time, your last paycheck will be debited accordingly. If you are terminating and have a balance of earned vacation leave, you will be paid for all days earned up to the date of termination.

## **Sick Leave**

In compliance with the Massachusetts Earned Sick Leave Law, The Company provides earned sick time to all Company employees whose primary place of work is in Massachusetts.

**Eligible Employees:** All employees whose primary place of work is in Massachusetts are eligible to accrue and use earned sick time. An employee begins accruing sick time commencing the date of his/her hire (or July 1, 2015, whichever is later). Employees may not use earned sick time until the 90th calendar day from the date of hire. After the 90th day, employees may use earned sick time as it accrues.

### **Rate of Accrual – Regular Employees and Professional Staff:**

If you are a regular employee, you earn 2 hours of sick leave for every 30 hours worked up to a maximum of 1 sick day per month worked. If you are a Professional Staff member you 2 hours of sick leave for every 30 hours worked up to a maximum of 1 day of sick leave per month of your contract. Sick leave may be accumulated up to a maximum of 90 days. (Long term disability policy payments are available after 90 calendar days of the onset of an illness or injury, subject to eligibility and approval by the insurance company). Once you have accumulated the maximum of 90 sick days, sick days will cease to be earned until your accumulated sick days are below 90.

**Rate of Accrual – All Other Employees:** Eligible employees who are not regular employees or a professional staff member will accrue sick leave at a rate of 1 hour of sick leave for every 30 hours of work, up to a maximum of 40 hours each year. Employees may carry over up to 40 hours of unused earned sick time to the next calendar year, but are not entitled to use more than 40 hours in one calendar year.

### **Use of Sick Time**

Time off from work accrued by an employee under the terms of this policy may be used for the following purposes:

- (1) to care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (2) to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (3) to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or
- (4) to address the psychological, physical or legal effects of domestic violence.

Earned sick time includes time necessary to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

### **Notice/Call-In Procedure**

#### **Pre-Scheduled Appointments/Foreseeable Absence**

For pre-scheduled appointments or a foreseeable absence under this policy, employees must provide seven (7) days advance notice of the need to exercise sick leave. The employee should provide notice to his or her manager and Human Resources.

In the case of a multi-day absence from work, employees should provide notification of the continuation of absence on a daily basis. The notification can come from the employee or the employee's spouse or other adult family member or responsible party, unless the circumstances of the leave make such notice unfeasible.

In cases of foreseeable leave, your leave request must be approved by your supervisor prior to taking the leave. Fill out an Absence Request Form indicating the dates and number of days you plan to take.

#### Unforeseeable Absence

In most cases, you will not be able to provide advance notice of the need to take sick leave. Please be sure to call your supervisor to let him/her know you cannot come to work. If you cannot make the call, ask someone else to notify your supervisor for you. Let your supervisor know when you expect to return to work. As soon as you return to work, please complete the Absence Report Form and submit it to your supervisor.

All employees are expected to comply with SEA's call-in procedure for the use of unforeseeable earned sick time, recognizing that there are certain situations such as accidents or sudden illnesses for which a call in may be impossible. In circumstances where the employee is unable to provide notice personally, notice may be provided by the employee's spouse, an adult family member or other responsible party.

When the use of sick leave is based on a reason that is unforeseeable, the employee must provide notice to the Company as soon as he or she is reasonably able, but no later than the day he or she returns to work.

#### **Documentation**

Any employee who is absent from work for more than 4 consecutively scheduled work days may be required to provide medical certification indicating that leave was taken for a reason identified in this policy.

When an employee's use of earned sick time results in an absence of more than 4 consecutive work days, the employee may be required to present written certification by a health care provider that certifies that the use of earned sick time was for an authorized purpose.

Employees who do not have a health care provider may be required to provide a signed written statement evidencing the need for the use of the earned sick time, in lieu of certification by a health care provider.

Employees who have been absent for more than 4 consecutive work days for reasons related to domestic violence, may provide any of the following certification:

- A restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- A police record documenting the abuse; or
- Documentation that the perpetrator of the abuse has been convicted of 1 or more offenses where the victim was a family or household member;
- Medical documentation of the abuse;

- A statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or
- A signed written statement from the individual attesting to the abuse.

All evidence of domestic violence experienced by an individual, including the individual's statement and corroborating evidence, will be kept confidential and will not be disclosed by SEA unless consent for disclosure is given by the employee.

Certification and other documentation may be submitted to the employee's manager and/or Human Resources in hand or by e-mail, mail, or facsimile.

Employees must submit such certification or documentation within 30 days of taking earned sick time for which such certification or documentation is required. If an employee fails to comply with the reasonable documentation requirements as described in this policy and there is no reasonable justification for the failure to comply, SEA may delay or deny the future use of accrued earned sick time by the employee until the documentation is provided.

### **Rate of Pay**

SEA will pay employees sick time at the same hourly pay rate the employee earns at the time the paid sick time is used. For hourly employees, that means base rate wages plus any other benefits paid or accrued on an hourly basis. For employees paid on a salary or fee basis, the same hourly rate is the employee's total earnings in the previous pay period divided by the total hours worked during that period.

If salaried employees do not track time, SEA will assume a 40-hour workweek.

### **Forfeiture of Leave at Termination**

Unused, accrued sick leave will be forfeited upon separation of employment.

### **Breaks in Service**

If an employee separates (whether voluntarily or involuntarily) and returns to work within one year, defined as a "break in service," the employee will maintain the right to use any earned sick time that accrued prior to the break in service.

### **Retaliation**

SEA will not take any adverse employment action against an employee for requesting or using earned sick time under the terms of this policy.

### **Application of Law**

In accordance with the Massachusetts Sick Leave Law, employees may use the sick leave provided for in this policy

for all of the reasons allowed under the law. To the extent that the Law differs from this policy, it is the intent of SEA that the protections of the Massachusetts Sick Leave Law apply to all eligible employees.

### **Discipline for Fraud and Abuse**

Any employee found to be committing fraud or abuse by using sick time in a manner that is not consistent with allowable purposes for leave (e.g. being sick, caring for an ill family member) or by exhibiting a clear pattern of taking leave on days when the employee is scheduled to perform duties perceived as undesirable, the employee will be subject to discipline up to and including termination for misuse of sick leave.

Additional sick leave benefits for the purposes of caring for a family member may be available to you under the Family and Medical Leave Act. [See the *Family and Medical Leave* policy on page 48.]

Please read the Family and Medical Leave policy regarding further benefits, which may be available to you, in the event you have or develop a serious health condition. Family and Medical Leave benefits may also be available to you if a family member has or develops a serious health condition. [See the *Family and Medical Leave* policy on page 48.]

### **Personal Days**

If you are a regular employee and you have successfully completed your probationary period, you may request up to 3 days of Personal Leave per calendar year (pro-rated during your first year of employment and pro-rated for part-year employees). They are primarily available for the purposes of conducting personal business which cannot otherwise be accomplished during non-working hours.

Please provide your supervisor with at least 14 days' notice, or such notice as is practicable given the circumstances. Please fill out an Absence Request Form indicating the day you plan to be absent and submit it to your supervisor for approval. (Supervisors may approve the use of personal days on short notice to cover an emergency situation.) Unused personal days are not payable when you leave SEA employment, nor can they be carried over into the next calendar year.

### **Jury Duty**

If you are called upon to serve as a juror, SEA will pay your regular salary for up to 3 days. After the first 3 days, SEA will pay you an amount equal to your normal salary, less any jury pay you receive from the court system where you are serving. Absences due to jury duty will not affect your leave balances. Court documentation must be submitted to Human Resources to show your jury duty participation.

### **Leave Without Pay**

If you are a regular employee and you have completed the 6 month probationary period, you may request up to two months leave without pay for personal or other reasons. A request for leave without pay must be approved by your supervisor. Any period of leave that exceeds 4 weeks must also be approved by the President. Your request should be submitted at least 30 days in advance of the first date of your requested leave.

Approval of a leave without pay depends on the length of time requested, the nature of your job, and the impact your absence will have on SEA, work and class schedules and other employees. If your absence would adversely affect the organization, leave may be denied in whole or in part.

Upon your return to work after an approved leave without pay, you will be reinstated in the same or a comparable

position at SEA with no change in pay, status, or seniority. Any insurance paid by SEA will continue to be paid by SEA during the leave without pay, and you will continue to accrue leave and seniority. Prior to the start of your leave, you must make arrangements with Human Resources for payment of your share of any insurance premiums due during your absence.

### **Military Leave Policy**

This policy has been developed to provide general guidance on some of the current provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) pertaining to leave of absence, compensation, health insurance reinstatement and pension benefits for employees requesting a military leave of absence. SEA will comply with USERRA and this policy supersedes and replaces any previously issued Military Leave Policies whether in the Employee Handbook or elsewhere. As the laws change, or as interpretations of the laws change, Military Leave Benefits may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances which may arise when an employee is ordered to active duty. Therefore, as Military Leave situations arise, employees should consult with their supervisor and/or Human Resources for current and complete details regarding their Military Leave rights. Under USERRA, if a military member leaves a civilian job for service in the Uniformed Services, he/she is entitled to reemployment, provided he/she meets the laws eligibility criteria. USERRA applies to voluntary as well as involuntary service, in peacetime as well as wartime. The law applies to virtually all civilian employers, including SEA.

For more information, please see Appendix H.

### **Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA) and applicable state and federal laws, eligible employees may take up to 12 weeks of unpaid, job-protected leave in a year. In order to be eligible for FMLA leave, employees must have been employed:

1. For at least one year and have worked at least 1,250 hours in the 12 calendar months before leave is requested; and
2. At a worksite with at least 50 employees within 75 miles of the worksite.

Eligible employees may take FMLA for the following purposes:

- For incapacity due to pregnancy, prenatal medical care of child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.
- Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.



- FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the Temporary disability retired list.

Our full FMLA Policy can be obtained from Human Resources or found in Appendix I of this manual.

#### Massachusetts Parental Leave

SEA provides Parental Leave in accordance with the Massachusetts Parental Leave Law, formerly known as the Massachusetts Maternity Leave Act. An employee is eligible for up to 8 weeks of unpaid Parental Leave under the Massachusetts law if:

- The employee has completed the initial probationary period and has been employed for at least three consecutive months as a full-time employee; and
- If the eligible employee requests leave for the purpose of:
  - Giving birth; or
  - Adopting a child under the age of 18; or
  - Adopting a child under the age of 23, if the child is mentally or physically disabled.
- The employee gives at least two weeks' notice of her/his anticipated date of departure and intention to return.

Parental Leave is unpaid and such leave time will not be included in the computation of eligibility for benefits or rights and advantages incident to employment. The employee on Parental Leave may use accrued time off (sick, vacation or other) concurrently with the Parental Leave. The Leave will run concurrently with FMLA Leave.

The employee on such Leave will be restored to her/his previous or similar position upon her/his return to employment following the Leave.

Two employees of our Company (birth or adopting parents) are entitled to a total of 8 weeks of Parental Leave for the birth or adoption of the same child.

#### **Other Medical Leave**

Ill or injured employees who are not eligible for FMLA leave or have exhausted such leave may be allowed to take other medical leave of absence, typically not to exceed six months following the last day worked. Employees who take such other medical leave are not guaranteed to be returned to work or reinstatement to a particular job, rate of pay, or shift at the end of such leave. However, SEA will attempt to return employees to their regular position if it is available. If it is not available at the time reinstatement is sought, we will attempt to place you in a similar job

for which you are qualified, if such job is available.

### **Small Necessities Leave**

In addition to the FMLA leave described in our Policy on FMLA leave, an employee may also be eligible for unpaid leave for certain family obligations in accordance with Massachusetts law. To be eligible, the employee must have been employed at least one year and must have worked at least 1,250 hours in the 12 months preceding the leave. If eligible, the employee may take up to 24 hours of leave in a 12-month period for the following reasons:

1. To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school
2. To accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations
3. To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes

A "school" means a public or private elementary or secondary school, a Head Start program, or a child's day care facility licensed under Massachusetts law. An "elderly relative" means an individual of at least 60 years of age who is related by blood or marriage to the employee.

If the necessity for leave is foreseeable, the employee shall provide Human Resources with not less than seven (7) days' notice before the date of the leave requested. If the necessity for leave is not foreseeable, the employee shall provide such notice as is practicable. Employees will be required to support the leave request with an appropriate certification.

An eligible employee may elect (or SEA may require) to use paid earned days during the leave taken under this Policy. Paid sick leave is not available under this Policy. Leaves under this Policy generally are subject to all the provisions of our FMLA Leave Policy except as set forth in this Policy.

### **Bereavement Leave**

You may take up to 4 days of Bereavement Leave in the event of the death of a spouse, parent, parent-in-law, sibling, grandparent, uncle/aunt, child or any other dependent member of your immediate family.

### **Victims of Domestic Violence Leave**

SEA provides Domestic Violence Leave in accordance with the Massachusetts law entitled "An Act relative to Domestic Violence." If an employee or a covered family member of the employee is a victim of abusive behavior as defined by the Law then the Corporation will provide the employee up to 15 days of unpaid leave in any 12 month period. SEA's full Domestic Violence Leave Policy is located in Appendix K of this manual.

### **Sabbatical Program**

#### *Sabbatical Leave - Faculty*

You may be granted Sabbatical leave upon approval of your sabbatical proposal by the Academic Dean if you have been a regular full-time faculty member.

The primary purpose of the sabbatical program is to provide a period of time for professional development and enrichment which will enhance your value as a member of the teaching staff to the academic program at SEA

during the *following* term of employment.

Sabbatical leave will normally be taken in the seventh year of service with proper notice. Proper notice constitutes your submission of a "sabbatical proposal" to the Academic Dean *at least* eight months prior to the beginning of the desired sabbatical leave.

The Academic Dean will convene a committee of three to five faculty members to review proposals and rank and recommend them to the Dean. Proposals for an academic year should be submitted to the Dean by January 1 of that calendar year. The committee will meet in mid-February and make their recommendation to the Dean by March 1. The Dean will decide which, if any, proposals will be approved for that academic year.

The number of available sabbaticals will be determined as part of the institutional budgeting process.

You may accrue 1 month of sabbatical leave for 39 weeks (9 months) of work completed during a 12-month period. This work may consist of teaching assignments or administrative or special projects as directed by the Academic Dean or Director of Marine Services. Sabbatical earnings *will not exceed* 1 month per year.

If approved you will be granted either a full year of sabbatical leave at half salary (plus full benefits) or a half-year at full salary (plus full benefits).

In some cases, partial sabbaticals may be considered upon discussion with the Dean.

You must submit a written report documenting your professional development activities during sabbatical and outlining the ways in which your sabbatical has enhanced your value as a member of the teaching staff. This report must be submitted to the Academic Dean no later than one month after termination of the sabbatical leave. A presentation to staff and faculty and/or board members detailing your time spent away from SEA should occur within 6 months of your return.

Sabbatical leave is granted with the understanding that you will serve two years subsequent to the leave period. An employment agreement for two years following the leave period will be signed by both parties before the sabbatical begins. In the event that you do not complete your two year post sabbatical employment commitment to SEA, you must repay all sabbatical salary and benefits.

The accrual of sabbatical leave only helps to determine how much leave time is available to you and when the leave may be taken. It does not entitle you to use of the accrued leave, nor does it entitle you to compensation for leave not taken or leave not approved. Sabbatical accrual balances are not maintained after termination from employment.

#### **Sabbatical Leave – Academic Dean**

The Dean accrues 1 month of sabbatical leave per year of employment. The President will approve the Dean's sabbatical leave plans. All other terms and conditions of the Sabbatical Policy apply.

### **Sabbatical Leave - President**

(This space reserved)

### **General Policy Regarding Leave**

Employees will be subject to immediate termination of employment for:

1. Failure to return to work from leave as scheduled
2. Failure to return to work within the maximum time allowed for a leave
3. Providing false or misleading information or omitting information in connection with a leave
4. Violation of any of SEA's rules and regulations relating to a leave (or any other policy or performance).

### Overview of Insurance and Other Benefits

SEA offers a variety of benefit programs. The following is a brief overview of eligibility:

Health Insurance	<u>Regular full-time</u> employees.
Dental Insurance	<u>Regular full-time</u> employees.
Vision Plan	<u>Regular full-time</u> employees.
Flexible Benefits Plan	All employees who meet the service requirement of 1000 hours of work per year or 125 days of work per year for <u>crew</u> .
Life Insurance	<u>Regular full-time</u> employees.
A D & D Insurance	<u>Regular full-time</u> employees.
Long Term Disability Insurance	<u>Regular full-time</u> employees after completing the initial waiting period.
Retirement Plan	Employees who have completed an initial eligibility period (see the Retirement Plan section for details.) Contributions depend on maintaining the service requirement of 1000 hours of work per year or 125 days of work per year for <u>crew</u> .
Supplemental Retirement Plan	<u>Regular</u> employees.
Unemployment Insurance	In accordance with State law.
Workers Compensation Insurance	In accordance with State law.
Continuing Education and Professional Development Assistance	<u>Regular</u> employees.
Employee Participation in SEA's Academic Programs	Periodic participation - all employees. Leg at sea or full course - <u>regular</u> employees.
Education Benefits For Families of SEA Employees	<u>Regular</u> employees.

\*Eligibility may be restricted by certain plan requirements. The actual provisions of each formal plan, policy, or contract govern in determining entitlement to benefits, benefit levels, and all other matters.

The following are summaries of our insurance benefit plans. Plan documents and more detailed information is available from Human Resources.

### **Medical Insurance**

Regular full-time employees are eligible for medical coverage under our current group policies. **Please be sure to refer to your policy for a complete description of actual plan provisions and restrictions.**

Eligibility begins on the first day of the next month following the date you are hired or classified as a regular full-time employee, subject to any proof of eligibility required by the insurance company.

The cost of your medical insurance is shared by SEA and you. Your share is determined by the terms of your employment at SEA, and will range from 45 to 50% of the monthly premium. Employees working 8 or more months per year contribute 45%. Other eligible employees contribute 50%. Medical insurance is available on an individual, individual +1, individual + child(ren) or family basis.

Upon termination, or if you or a covered member of your family are no longer eligible for medical insurance, coverage may be continued under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) by assuming full premium costs.

All aspects of SEA's medical insurance coverage, including the employee's share or percentage of premium contribution are reviewed on a periodic basis and subject to change.

### **Dental Insurance**

If you are a regular full-time employee, you are eligible for dental coverage under the current group policy. **Please refer to your policy for a complete plan description and coverage details.**

Eligibility begins on the first day of the next month following the date you were hired or classified as a regular full-time employee, subject to any proof of eligibility required by the insurance company.

The cost of your dental insurance is shared by SEA and you. Your share is 50% of the monthly premium. Dental insurance is available on an individual, individual +1, or family basis.

Upon termination, or if you or a covered member of your family is no longer eligible for dental insurance, coverage may be continued under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) by assuming full premium costs.

### **Vision Plan**

If you are a regular full-time employee, you are eligible for vision plan coverage under the current group policy. **Please refer to your policy for a complete plan description and coverage details.**

Eligibility begins on the first day of the next month following the date you were hired or classified as a regular full-time employee, subject to any proof of eligibility required by the insurance company.

The cost of your vision insurance is shared by SEA and you. Your share is 50% of the monthly premium. Vision insurance is available on an individual, individual +1, individual +children, or family basis.

Upon termination, or if you or a covered member of your family is no longer eligible for dental insurance, coverage may be continued under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) by assuming full premium costs.

## **Flexible Benefits Plan**

If you are scheduled to work at least 1,000 hours per year, or 125 days per year for crew, you may participate in the Flexible Benefits Plan. (When computing days per year for either the Retirement Plan or the Flexible Benefits Plan, SEA uses your anniversary year based on your first date of employment with SEA.)

As allowed under Section 125 of the Internal Revenue Service Tax Code, this plan allows you to designate a portion of your earnings each year as nontaxable income; subject to certain limits and conditions, it will not be subject to Federal tax, State tax or FICA. **Please refer to your plan description for full information regarding details of the plan.**

You will need to fill in a new enrollment form every year, assuming continued eligibility.

If you are a new employee or if you have just become eligible for participation in this plan, you will have 31 days to return the enrollment form with your elections. Each year thereafter, you will need to complete a new enrollment form during the month of December for the next plan year. The plan year is the calendar year from January to December.

There is a detailed plan description along with other information that will guide you in making your decision regarding participation in the Flexible Benefits Plan. The plan description also explains how reimbursement accounts are maintained and the process for requesting reimbursements.

Please note that electing medical or dental coverage through SEA, does not automatically mean you will save tax and FICA on your share of the premium. Unfortunately, SEA cannot make this happen automatically. In addition to filling out the medical and/or dental enrollment forms, you will need to fill out the Flexible Benefits Plan Enrollment Form.

## **Life Insurance and Accidental Death and Dismemberment Insurance**

Regular full-time employees are eligible for coverage under our group policy. **Please be sure to refer to your policy for a complete description of actual plan provisions and restrictions.** This policy provides life insurance benefits and accidental death and dismemberment benefits.

Eligibility begins on the first day of the next month following the date you were hired or classified as a regular full-time employee, subject to any proof of eligibility required by the insurance company.

The costs of your life insurance and accidental death and dismemberment insurance policies are fully paid by SEA.

## **Voluntary Benefits**

SEA also offers voluntary discounted group benefits which employees may participate in at their own cost such as discounted auto, home, renter's insurances; and AFLAC. Human Resources will provide details.

## **Long Term Disability Insurance**

**Please refer to your policy for a complete description of plan provisions and restrictions.**

If you are a regular full-time employee, you are eligible for coverage under our long term disability group insurance policy. SEA pays the full cost of this insurance.

Eligibility begins on the first day of the next month following the date you were hired or classified as a regular full-time employee, subject to proof of eligibility required by the insurance company.

This policy provides for a basic monthly benefit starting 90 days after the starting date of total disability. A partial

disability benefit is available in the event you are able to return to work on a reduced basis. Benefits are payable if you are unable to perform the duties of your own occupation. Benefits are payable up to your normal retirement age with the exception of mental health related disabilities which are limited to a period of 24 months. You may be required to undergo a physical exam by the insurance carrier to determine the extent and nature of your disability.

Due to business reasons, SEA may find it necessary to terminate your employment if you are not able to return to work within 6 months after the onset of a disability. If you are receiving long term disability benefits payments, such termination will have no effect on the continuation of disability benefits.

### **Retirement Plans Overview**

SEA offers a mandatory retirement plan with required employer and employee contributions and a Tax Deferred Annuity Program which allows you to make voluntary contributions to the supplemental retirement plan. **Please refer to plan summary documents for full information.**

### **Retirement Plan**

If you have completed the eligibility requirements and you are scheduled to work at least 1,000 hours per year or 125 days per year for crew, you may participate in the Retirement Plan. (When computing days per year for the Retirement Plan, SEA uses the anniversary year based on your first date of employment with SEA.)

Eligibility is determined based on the completion of two years of service with no intervening break in service. The terms "year of service" and "break in service" are defined in the plan summary. If you have previously worked for an educational institution or an educational research institution, you may be able to satisfy the eligibility requirements through your prior work.

This is a mandatory retirement program; that is, you must participate once you have been determined eligible. Human Resources tracks your employment with SEA and will notify you when you have completed the eligibility requirements. At that point, you will have an option to participate in the plan with contributions delayed until you have completed 5 years of service or you may participate in the plan with contributions starting immediately. You must continue to satisfy the eligibility requirements in terms of hours or days worked per year to allow contributions to be made to the plan. Contributions are deferred from Federal tax and State tax until funds are withdrawn or paid out at retirement.

Your initial contribution of 3% of gross annual wages is matched by SEA. You do need to decide how funds are to be allocated.

All contributions are fully vested. They belong to you. If you leave SEA, you may continue with the same plan at another institution. You may be able to continue to participate on your own by making after tax contributions.

**Voluntary Contributions to the Regular Retirement Plan:** Under SEA's Tax Deferred Annuity Plan, if you are eligible to participate in the regular Retirement Plan, you may choose to make additional contributions on a voluntary basis, subject to annual IRS limits. Voluntary contributions are deferred from Federal tax until retirement or until funds are withdrawn.

SEA's percentage contribution schedule for the Retirement Plan is subject to annual approval by the Board of Trustees. The Retirement Plan provisions and SEA's contribution rates are subject to change.

### **Supplemental Retirement Plan**

Under SEA's Tax Deferred Annuity Plan, you may make voluntary contributions to another plan called the Supplemental Retirement Plan. All regular (not temporary) employees may participate in this voluntary retirement



plan. There are no other eligibility requirements. For employees who are not eligible or not yet eligible for the regular Retirement Plan, the Supplemental Retirement Plan provides a means to set aside funds for retirement on a voluntary basis. Voluntary contributions are deferred from Federal tax until retirement or until funds are withdrawn.

This plan is very similar to the regular Retirement Plan, allowing distribution of your contributions to the same funding vehicles, which are available under the regular Retirement Plan. There is a slightly reduced interest rate on funds, but the Supplemental Retirement Plan is somewhat less restrictive on withdrawal of funds prior to retirement if there is a qualifying event. Further, there is a loan option which allows you to borrow funds for any reason at competitive rates, using accumulated funds as collateral.

SEA employees may participate in both the mandatory regular Retirement Plan and the voluntary Supplemental Retirement Plan.

### **Unemployment Insurance**

As an employee in the state of Massachusetts, you are covered by the provisions of the Massachusetts Employment Security Law and you are entitled to all qualified applicable benefits under that Act. Claims for payment of unemployment insurance benefits should be submitted directly to the Massachusetts Division of Employment and Training. SEA has the right to challenge, question, or dispute any claim for unemployment benefits. Note that SEA does not pay (advance) unemployment tax on employees and therefore must provide full payment for any successful claims.

### **Workers' Compensation Insurance**

In accordance with the Massachusetts Workers Compensation Insurance Law, SEA employees are covered by a Workers' Compensation Insurance policy. This insurance provides you with partial compensation (approximately two-thirds of your average weekly salary) and payment of medical bills if you have suffered a work-related illness or injury. A work-related illness or injury must be reported immediately to your supervisor.

Due to business reasons, SEA may find it necessary to terminate your employment if you are not able to return to work within 6 months. If you are receiving benefits under Workers' Compensation or if you are receiving other legally approved claim payments for your work-related illness or injury, such termination will have no effect on the continuation of those benefits.

### **Continuing Education and Professional Development Assistance**

SEA is committed to maintaining an educated, skilled and professional workforce. You are encouraged to advance your skills, general knowledge and specific abilities as they relate to the responsibilities of your position at SEA. If you are a regular employee, you may apply for reimbursement of professional development expenses. Typical professional development expenses may include courses or seminars related to your work, publication costs for professional papers or books etc.

Funding is limited each fiscal year. Separate funds are set aside for various groups of employees:

- Faculty - Submit requests to the Dean
- Crew - Submit requests to the Director of Marine Operations
- Administrative Employees - Submit requests to the SMG member in your department via your supervisor

Funding is awarded in consideration of current budget, the nature of the expenses and how closely they relate to

your current responsibilities and/or current profession, and the anticipated reward or gain by SEA in terms of your value to the organization.

Receipts must be provided before any payment will be made. If the award is for a course, reimbursement will be made upon evidence of a passing grade. Receipts should be submitted before the end of the fiscal year in which the award was made. If this is not possible, you should submit a written request for delayed payment.

If funding is limited, preference will be given to employees who did not receive this benefit in the prior fiscal year, and if necessary, available funds will be dispersed according to seniority.

SEA may request employees to attend seminars, courses or programs offered by SEA or by other institutions. Occasionally, a mandatory training session will be required for designated employees. Such training benefits both the employee and SEA. Training requested by SEA will be paid by SEA.

You may also be interested in taking SEA's own courses on an audit or credit basis. [See the next section on *Employee Participation in SEA's Academic Programs*.]

### **Employee Participation in SEA's Academic Programs**

For those employees not required to go to sea as part of their responsibilities ashore, SEA encourages active participation in SEA programs on campus and on the ships. Such participation fosters an appreciation and understanding of SEA's mission and improves communications among all employees working together to provide successful programs.

On shore, such participation may include periodically attending classes or orientation, joining a field trip or coming to an evening or special event. Aboard or at the ships, you might attend or assist with a day sail or special event, or go to sea with a seminar group or for part of a semester program sea component.

Such participation should be scheduled appropriately with your supervisor's advance approval. Please note that your supervisor may require that you reschedule work hours or use approved leave to accommodate a request for extensive or very frequent participation on a periodic basis. Participation in SEA's academic programs is otherwise considered part of your employment.

Regular employees are encouraged to fully participate in one or more cruise legs (usually about 2 weeks) aboard the *ROBERT C. SEAMANS* or *CORWITH CRAMER* on a space available basis. SEA will continue to pay your normal salary during such participation and depending on the availability of funds budgeted for this purpose, may provide up to \$350 for related travel expenses. Receipts must be submitted for travel reimbursement. Only one such request per employee will be approved in any two-year period. You must submit a written request to your supervisor well in advance of the desired date of departure. If scheduling is possible, your request must receive final approval from the Dean.

Please note that regular employees are also eligible to take a full shore component course tuition-free on an audit basis, or credit basis through Boston University. Participation in a full onshore course must be approved by your supervisor. You must make arrangements in advance to make up for any loss of time while taking the course.

### **Education Benefits for Families of SEA Employees**

Applications from children of regular employees for Sea Semester or Sea Summer programs will be considered according to the existing academic and admission requirements and standards. If your child is accepted into one of these programs based on academic qualifications, a tuition grant may be made available. Under such a grant, SEA may provide up to 100% of the current tuition, dependent upon employee's length of service and other factors.

SEA occasionally offers seminar programs for alumni or other constituents. SEA may provide a grant of up to 100% of the cost of a seminar program for a member of your immediate family (specifically spouse, child, or parent) on a space available basis.

Requests for semester, summer or seminar program grants for family members must be submitted in writing to SMG.

#### **Additional Education Benefits for SEA Employees who worked between August 2010 and June 2016**

Regular employees who worked between August 27, 2010 and September 30, 2015 **(A)** or October 1, 2015 and June 30, 2016 **(B)** may qualify for additional education benefits as described below.

For individuals who worked between August 27, 2010 and June 30, 2016 **(A and B)**

On the anniversary of a staff or faculty member's 10th year of continuous full-time employment (or its equivalent for part time employees), the staff or faculty member may be eligible for a onetime education benefit (the benefit) for up to the full value of a 12-week SEA Semester program, including tuition, fees, room & board to be applied to the charges of any admitted SEA Semester student.

- The student will be responsible for all additional costs, including travel costs that are associated with the program. All available financial grant aid from sending institutions that transfer aid and all other grant aid from external sources must be maximized before benefit may be used.
- The employee will be allowed to use this benefit for the advantage of any eligible undergraduate of their choosing. The student need not be a relative of the SEA employee. The eligible student needs to be admitted to SEA Semester on his or her own merit and must meet existing admission criteria.
- Selling or bartering the benefit is prohibited and will cause it to become void. Selling or bartering of the benefit will be deemed a violation of SEA personnel policy subject to appropriate disciplinary procedures.
- The personnel office will retain records of benefit accrual and redemption. The benefit will have no redeemable monetary value. No other compensation will be awarded or exchanged for a tuition benefit.
- The benefit may be redeemed on a space available basis only.
- SEA may limit the number of benefits redeemed during any one SEA Semester time period, giving preference to the selected student of the most senior employee.
- Requests to redeem the benefit must be submitted in writing to SMG.
- Employees who have been with the organization a minimum of five years may be eligible for a 50% tuition benefit with the characteristics described above. Employees may agree in writing to combine their 50% benefits for the advantage of a single student.

**A.** Regular employees who were employed between **August 27, 2010 and September 30, 2015** may qualify for the additional benefits as described below:

- Employees who were eligible for this benefit between August 27, 2010 and September 30, 2015 may redeem it for up to 5 years after separating from SEA in good standing OR designate a specific nontransferable recipient of their choice at the time of departure from SEA. If a specific nontransferable recipient is chosen, the benefit remains an option only until that person attains the age of 25. If that person does not qualify for SEA Semester or does not want to attend, the benefit terminates.

**B.** Regular employees who began their employment between **October 1, 2015 and June 30, 2016** may qualify for the additional benefits as described below:

- This benefit is contingent upon continued employment at SEA.

**C.** Employees who left employment prior to August 27, 2010 or began employment after June 30, 2016 are not eligible for this additional educational benefit.

## APPENDIX A

### **Policy and Procedures for Seagoing Personnel**

**Note:** SEA expects that you will abide by the policies as outlined in this manual, however this manual does not constitute a contract of employment.

1. **MEDICAL FORM** - SEA requires that all new shipboard personnel have had a physical exam within two years of the start of their employment. The results of this physical must be reported by the examining physician on SEA's Medical Report Form. It is important to keep us informed of any changes in your medical condition and to declare to your physician any pre-existing medical conditions. A copy of this form is kept aboard the ship and another is in a permanent employee file in Woods Hole.

SEA requires that physical exams are updated every two (2) years. SEA will reimburse reasonable and customary charges toward the cost of this exam. Paid receipts should accompany the Medical Form when returned with the signed employment contract.

#### **2. PAYROLL -**

- A. **MONTHLY SALARY** - A crew member's monthly salary is determined by the "Pay Scale - Shipboard Employees" policy which is reviewed annually. This information is calculated in detail in your contract.
- B. **DRAWS** - Are issued aboard ship by the Captain. Each crew member designates the amount of the monthly salary draw on the EMPLOYEE RECORD FORM. It is a time-consuming job to alter the designated pay draw. Therefore, crew members are expected to plan ahead in order to insure you are requesting sufficient draw. The standard monthly draw aboard ship is \$100.00. If no amount is specified on the Employee Record Form, \$100.00 will be deducted from the monthly payroll and issued in cash aboard ship. DRAWS ARE ISSUED ONLY IF:
  1. you have completed the Employee Record Form.
  2. you are working on board on the 15th of the month.
  3. you will be working for more than two (2) weeks during the month.
  4. your net salary is enough in that month to cover the amount of your draw
- C. **IMPORTANT DOCUMENTS** - No paychecks or draws can be issued unless the following documents have been properly completed by a crew member and received by SEA offices in Woods Hole. Ideally, SEA tries to have your file complete two (2) months before you are due on the ship.
  1. **SIGNED CONTRACT**
  2. **W-4 FORM** for IRS withholding. (Must show correct address, social security number, marital status, and number of exemptions.)
  3. **I-9 FORM** (Proof of eligibility to work. To be completed by the Captain immediately upon boarding the vessel and before work begins - this is the law.)
  4. **Copies of LICENSES/CERTIFICATES** held (when appropriate)
  5. **EMPLOYEE RECORD FORM**

## 6. MEDICAL REPORT FORM

### 7. SIGNATURE PAGE from "Policy and Procedures for Seagoing Personnel"

D. Payroll checks are issued on the last day of each month. Payroll processing instructions are followed directly from the EMPLOYEE RECORD FORM that crew members complete and return to SEA along with your signed contract, W-4, I-9, medical, etc. INFORMATION ON THIS FORM IS VITAL. Important instructions that SEA will follow are:

1. Paycheck disbursement: The office can...

- a. mail your check to a designated address (you *must* send us stamped, addressed mailing envelopes)
- b. deposit your check via mail (you *must* send us deposit slips and stamped, addressed mailing envelopes)
- c. forward your check to employee on board (when possible)

2. Draw amount: Have you checked the appropriate amount where noted?

E. CHECK CASHING on board is actively discouraged by SEA and by the Captain. Check cashing depletes necessary shipboard cash. ONLY in the case of an EMERGENCY, a check in the amount of \$50.00 or less may be cashed at the discretion of the Captain.

**3. PASSPORT** - SEA and Immigration authorities require all seagoing personnel to have a valid USA passport with them. If you are a resident alien, your foreign passport and work VISA or your USA "green card" must be carried.

**4. TRAVEL** - Is determined by the "Business Travel Policy" (See *Appendix B*) which is reviewed annually. No reimbursements will be issued by SEA without appropriate "paid" receipts.

**5. UNIFORM** - SEA uniform is khaki pants (your own) and navy blue SEA polo shirt (we supply). Normally, you will only need one pair of khakis. This uniform is worn only when entering and/or departing a harbor and during receptions, and other promotional activities. One polo shirt will be issued per each 6 months of active service.

Crew members are eligible for one green SEA jacket provided by SEA when they have signed a contract or contracts for at least 120 days over a two year period. (SEA will only replace a jacket that has been lost, stolen or given away if it has been at least 3 years since SEA provided a jacket to you and you currently qualify for a jacket based on your contracted number of days.) Any employee who does not meet the eligibility requirement may purchase a green SEA jacket. Green jackets are reserved for SEA employee use only. Red or blue jackets may be purchased for friends, family members or others. All jackets are available for purchase by employees at a reduced cost as determined by the Business Office.

**6. STAFF SCHEDULING** - Scheduling employees for *ROBERT C. SEAMANS* and *CORWITH CRAMER* is a complicated procedure. SEA schedules arriving crew members aboard the ship several days before the person they relieve is scheduled to depart. Proper turnover in each position is crucial to safe and efficient operation of the vessels. SEA expects all crew members to honor the terms of their individual contract.

Sometimes, due to unforeseen circumstances, SEA may need to alter the schedule of the *ROBERT C. SEAMANS* or *CORWITH CRAMER* and/or adjust the shipboard assignment of the seagoing personnel (in order to meet USCG manning requirements). If this occurs, the personnel concerned will be notified as quickly as possible. Employees are asked to remain flexible and keep in mind that the SEA crew scheduling plan may have requirements that differ

from individual interests.

**7. BEDDING** - Blankets, towels, sheets, pillow and pillow cases are provided on the ships.

**8. LAUNDRY** - Crew laundry is done in port when feasible.

**9. ZERO TOLERANCE** - Use or possession of illegal drugs is not tolerated by Sea Education Association OR the US Customs Service OR the USCG. Anyone found with illegal drugs is subject to immediate dismissal. The Coast Guard has regulations requiring chemical testing (for illegal drug use) of all crew members directly involved in the navigation and operation of any vessel (46 CFR parts 4, 5, and 16).

SEA has implemented chemical testing to the extent required by law. See *APPENDIX C -DRUG TESTING POLICY*.

**10. MAIL** - Crew members' personal mail may be sent to SEA Headquarters in Woods Hole for forwarding to the ship(s). SEA will make every effort to forward mail on a timely basis. When possible mail is hand carried to intermediate port stops (often foreign) by a visitor joining a particular leg of a cruise. Mail will be sent or hand carried to the final destination of a cruise. ONLY first class envelopes or overnight letters can be HAND CARRIED. NO PACKAGES OR BOXES WILL BE FORWARDED TO THE SHIP(S).

**11. SEA POLICIES ON DRUGS, ALCOHOL, AND PERSONAL CONDUCT ON BOARD VESSEL** - Life on board the *ROBERT C. SEAMANS* and the *CORWITH CRAMER* is special -- and is very different from life ashore. Employees and students live in an intimate environment and life becomes very family-like during the cruise. SEA has put considerable thought and effort into creating policies that will help maintain this atmosphere aboard our vessels. SEA expects responsible behavior and the exhibition of leadership qualities from its employees during the term of their employment contract.

What constitutes responsible behavior is self-evident to thoughtful adults. However, there are some areas of particular concern to SEA. Irresponsible behavior in these areas is considered sufficient cause for discharge.

A. ILLEGAL POSSESSION OR USE OR SALE OR TESTING POSITIVE FOR USE OF CONTROLLED SUBSTANCES AT ANY TIME DURING THE PERIOD OF A CONTRACT for work on board one of SEA's vessels is cause for immediate dismissal. As a member of the *ROBERT C. SEAMANS* or *CORWITH CRAMER* staff, this includes time off-watch and away from the vessel during the period of contract with SEA. This behavior endangers the entire organization. SEA could lose the vessel and the Captain his/her license as a direct result of such behavior.

B. PRIVATE STORES OF ALCOHOL ARE PROHIBITED ON BOARD SEA'S VESSELS. Liquor is served at the Captain's discretion. Drunkenness onboard or during port stops is cause for immediate dismissal.

C. SEXUAL HARASSMENT is prohibited. Please carefully read SEA's *Sexual Harassment Policy* which is included in this appendix.

D. Inappropriate behaviors associated with or as a result of an EXCLUSIVE RELATIONSHIP are prohibited. Please carefully read SEA's *Exclusive Relationships Policy* which is included in this appendix.

E. If you wish to discuss these policies further, please feel free to call the Academic Dean or the Director of Marine

**12. SEXUAL HARRASSMENT POLICY** (A copy of this policy is included in Appendix A for reference. It also appears in the main body of the Personnel Manual under its own section heading on page 21.)

**SEXUAL HARASSMENT IN OUR WORKPLACE IS PROHIBITED AND WILL NOT BE TOLERATED!**

The management of SEA expects all employees, students, and other program participants to conduct themselves in a professional manner and to always treat one and other with respect. Harassment of any type undermines the

victim's sense of personal dignity as well as our focus on teamwork.

Sexual harassment of anyone occurring in the workplace or in other settings in which employees, students, or other program participants find themselves in connection with their employment or program participation is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees, students, or other program participants.

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

While this policy sets forth our intent to provide a safe workplace free of sexual harassment, the policy is not intended to limit management's authority to discipline or take remedial action for conduct, which we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

### **Definition**

*Sexual harassment* means sexual advances, requests for sexual favors, and verbal or physical conduct that is sexual in nature when:

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

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actually or promised job benefits such as a favorable review, pay increase, promotion, training, increased benefits, favorable hours or continued employment constitutes sexual harassment. In addition, any unwelcome sexually oriented conduct, intended or not, that has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

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

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



## **Procedure for Complaints of Sexual Harassment**

Any employee, student, or other program participant who feels that he or she is the subject of such harassment or has witnessed harassment should immediately report the incident, verbally or in writing. Employees on shore can report incidents to their supervisor or any Senior Manager. If the employee's supervisor is the alleged offender, the next level of management must be notified up to and including the President. Students and other program participants on shore can contact the Dean, student services, or their professor. Employees, students, and other program participants on the ships should contact the Academic Coordinator, Captain or Chief Scientist. Managers and supervisors have an affirmative duty to report all incidents of harassment of which they become aware.

A member of SEA's Senior Management will immediately and thoroughly investigate all complaints of harassment. The investigation may be performed internally or by an impartial third party from outside SEA, but in either case, it will be conducted in such a way as to maintain confidentiality to the extent consistent with a fair and full investigation and practicable under the circumstances.

Because we consider harassment to be a serious matter, if it is determined that inappropriate conduct has been committed by one of our employees, students, or other program participants, we will act promptly to eliminate the offensive conduct and initiate disciplinary action where it is appropriate. Such action may range from counseling to termination of employment in the case of an employee, and consequences which may include dismissal from the program in the case of students or other program participants.

In addition to filing a complaint with SEA, you may file a formal complaint with either or both the federal or appropriate state government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each agency has a short period for filing a claim: EEOC – 300 days and MCAD – 300 days from the date of the incident.

Employees must exhaust their administrative remedies prior to filing a civil action. All current employees shall be individually notified in writing of the Sexual Harassment Policy. All new employees shall be notified of the Sexual Harassment Policy by inclusion of this policy in the Employee Handbook. In addition, a copy of this policy shall be available in the office of the Business Manager. Annually, this policy shall be provided to each employee during the month of July.

### **STATE AND FEDERAL AGENCY ADDRESSES:**

The United States Equal Employment Opportunity Commission (EEOC)

1 Congress Street, 10th Floor  
Boston, MA 02114  
(617) 565-3200

Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place, Room 601  
Boston, MA 02108  
(617) 727-3990

Massachusetts Commission Against Discrimination (MCAD)

436 Dwight Street, Second Floor, Room 220  
Springfield, MA 01103  
(413) 739-2145

Massachusetts Commission Against Discrimination (MCAD)  
Worcester City Hall  
455 Main Street, Room 100  
Worcester, MA 06108  
(508) 799-8010

If you have any questions regarding SEA's policy against harassment, contact your Supervisor, the Director of Finance and Administration, or any other Senior Manager.

**13. Student Non-Fraternization Policy** (A copy of this policy is included in Appendix A for reference. It also appears in the main body of the Personnel Manual under its own section heading on page 26.)

Sea Education Association is committed to providing a positive environment where students can securely devote their time and energy to learning, research, and other SEA activities. The integrity and professionalism of the teacher-student relationship is fundamental to SEA's educational mission.

This policy applies broadly to all SEA employees.

A consensual romantic or sexual relationship between an SEA employee and a student may undermine the integrity of the educational process and adversely affect the learning and living environment for the student in the relationship and for other students. The risks associated with relationships between an SEA employee and a student include conflicts of interest, perceptions of undue advantage, and the potential for abuse of the inherent power differential. Therefore, SEA's policy is that employees are prohibited from consensual romantic or sexual relationships with students.

For purposes of this policy, "Student" includes all those enrolled in any and all educational and training programs of SEA. In addition, students enrolled in any SEA Semester program will be considered students for purposes of this policy for 60 days following the students last day on shore or on the ships.

The consequence for violating this policy is immediate dismissal.

**14. Exclusive Relationships Policy** (A copy of this policy is included in Appendix A for reference. It also appears in the main body of the Personnel Manual under its own section heading on page 27.)

An **exclusive** relationship may be a close association, friendship, clique, romance, courtship, marriage or any relationship where two or more people typically might spend a fair amount of time together. SEA and its management has no wish to intrude on the personal lives of its employees, but unfortunately, a relationship which is otherwise positive and rewarding to the individuals involved can and sometimes does compromise the effective operations of our shore and shipboard workplace. Such a relationship may exclude others, may offend or have a negative impact on students and/or other employees, or may become obstructive to the educational process and community spirit which are integral parts of all SEA academic programs.

This policy addresses the issue of **exclusive** relationships for all employees, and it applies to all types of

relationships between or among employees or between or among employees and students. **It also applies to relationships between or among students as discussed with them during orientation meetings at SEA.**

**Exclusive** relationships are neither automatically good nor automatically bad and SEA management will not judge the relative merits of the relationship itself. It is the behaviors associated with a relationship that affect our academic program that will be judged as appropriate or inappropriate.

Some **exclusive** relationships can have a positive impact on the program or on others. Those which exist to assist or mentor a student or to assist or mentor another employee, particularly a new employee are positive. Those relationships which may be known to students and employees but are otherwise largely invisible in the working/learning/living environment can also be very positive if the relationship doesn't detract from the time given to students and in no way adversely affects the community aboard SEA vessels or on shore on SEA's campus. Such a transparent relationship may, in fact, clearly demonstrate the strong personal characteristics of the individuals involved who put cooperation and dedication to the SEA community above their own personal needs or comforts.

Inappropriate behaviors associated with an **exclusive** relationship may include isolating activities, continuously excluding others; showing obvious favoritism toward one or more individuals; interfering with the educational mission or compromising the educational experience for others; creating an offensive work or living environment for others; using others for personal gain or reward or to bestow special favor or reward; actions which discriminate or harass or which potentially create a hostile or offensive work or educational environment such that it may lead to violations of SEA's discrimination or sexual harassment policies.

It will be up to the supervisor, manager or faculty member who is responsible for students, other employees or the academic program to judge when the actions or behaviors of those involved in an **exclusive relationship** are inappropriate. These are the people charged with upholding SEA's high standards and ensuring successful educational programs. They are thoroughly familiar with SEA's living, working and learning environments.

Managers and supervisors need to be particularly sensitive to exclusive relationships involving themselves. Anyone employed in a managerial or supervisory role needs to heed the fact that personal relationships with employees who report to him or her may be perceived as favoritism, misuse of authority, or potentially, sexual harassment. Even if no improper conduct occurs, the relationship may cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of position power.

Disciplinary action depending on the nature of the offense and the particular circumstances surrounding it will be taken if actions or behaviors are determined to be inappropriate. Disciplinary action may be taken in the absence of any complaint from students or other employees. If a disciplinary warning is issued and the inappropriate behaviors associated with the relationship continue after the warning is issued, the employee or employees involved will be subject to further disciplinary action, up to and including dismissal.

## APPENDIX B

### **SEA Business Travel Policy**

#### Goals

The goals of the SEA Business Travel Policy are to provide uniform guidance for business travel, to ensure that consistent cost controls are in place, and to promote safe and efficient travel for all SEA employees.

Although the most common forms of SEA business travel are travel to and from the ships and travel for student recruiting purposes, there are other instances when employees may be traveling on SEA's behalf. These include, but are not limited to, travel to conferences, seminars, meetings, or to conduct other SEA business. If you are unsure if your travel is business related, please contact your supervisor for verification prior to arranging travel.

These policies cannot anticipate every situation an employee may encounter. If you are unsure about a particular situation or have any other questions about these policies, please contact your supervisor as soon as possible.

#### Responsibilities

It is the responsibility of all SEA employees who travel to understand and comply with SEA's Travel Policies. If situations arise where it is not feasible to stay within the outlined policies, the employee must contact his/her supervisor for clarification or for obtaining prior approval for exceptions to these policies.

#### General Travel Rules:

- Make reservations well in advance whenever possible. The best airfares usually require a minimum 21 day advance purchase for domestic travel and 8 weeks or more for international travel.
- Use the most economical mode of transportation by the most frequently traveled route.
- Use the Corporate Credit Card for all business expenses if one has been issued to you. The American Express Card (SEA AMEX) should be used first. If the AMEX is not accepted, the SEA VISA Card should be used if applicable; otherwise your personal credit card can be used.
- Anticipate and avoid unnecessary travel itinerary changes to reduce the risk of additional charges.
- Complete each travel expense report as soon as possible, but no later than 10 business days after expense has been incurred, whether out of pocket or on the SEA credit card.

The organization will reimburse employees for all reasonable and necessary out of pocket expenses while traveling on authorized SEA business. The organization assumes no obligation to reimburse employees for expenses that are not in compliance with this policy.

#### Terminology

As used in this policy, "allowable" means that the expense may be charged to SEA's Corporate Credit Card if one has been issued to you, or reimbursable to you if you have not been issued a Corporate Credit Card or otherwise incur expenses out of pocket.

#### Changes

SEA reserves the right to modify or change these policies at any time, with or without notice.

## TRAVEL ARRANGEMENTS

### Reservations

With the exception of travel to and from SEA's ships, each employee is responsible for booking his/her own air, lodging and car rental arrangements, including any changes thereto in accordance with this policy and with prior approval of their supervisor.

### Commercial Air Travel (For Domestic and International Travel)

Air travel reservations should be made with a minimum of 21 days in advance for domestic travel and approximately 8 weeks or more in advance for international travel whenever possible.

### Airline Class of Service

Coach is the approved class for domestic and international flights.

### Travel Allowance

- ◆ LOWEST FARE: The lowest reasonable fare available applies when making travel arrangements. As long as it doesn't impact business commitments, a traveler may add a personal leg to a business itinerary. However, if a combined business/personal itinerary is more expensive than the cost of the business-only travel allowance, then SEA will only pay for or reimburse up to the previously agreed upon travel allowance and the additional cost will be the responsibility of the traveler.
- ◆ TRAVEL RECEIPTS MUST BE SUBMITTED to your supervisor as soon as possible but no later than ten business days after expense has been incurred including travel paid for with SEA credit cards. This includes receipts for Airline Travel, Ground Transportation to and from the Airport, Baggage Fees, and Meals. During extended travel, it may be acceptable to send electronic copies of expense receipts to your supervisor for submission within this timeframe and submit the original receipts as soon as possible thereafter. Reimbursements up to allowable amounts will be issued only after original paid travel receipts have been received and approved. Reimbursements will be made through the SEA Business Office, usually via payroll. Travel reimbursements will no longer be made with ships' petty cash.

### Airline Frequent Flyer Programs and Other Similar Programs

- ◆ FREQUENT FLYER PROGRAMS: Traveling employees may accrue and retain personal frequent flyer miles and frequent flyer program benefits. However, travelers may not deliberately patronize a single airline to accumulate frequent flyer miles if a more affordable reasonable fare is available on another airline. Managing air mileage program benefits is the responsibility of the traveler. SEA will not pay any dues or extra expenses towards the accrual of mileage. If a traveler chooses to fly with a specific airline and the travel fare is greater than the travel allowance, then the additional fare expense will be the responsibility of the traveler. SEA will not reimburse travelers for personal frequent flyer miles used to purchase a ticket or other services.

### Ground Transportation to and from the Airport

SEA will reimburse the cost of ground transportation to or from the airport up to \$35.00 each way upon submission of receipts. Employees are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability: the Ship's Rental Car, Courtesy

Cars, Airport Shuttle or Bus, or Taxi. Use of a Personal Vehicle or Personal Rental Car for travel to or from the airport requires prior approval from your supervisor.

### Airport Parking

If you must use your own vehicle to get to the airport, park your car in a long-term lot, an airport parking garage, or a nearby private lot for the most economical cost. Do not use short-term parking for one-day trips, as it is more expensive.

### Travel Changes/Cancellations

Employees are expected to be proactive and vigilant in monitoring possible changes or cancellations in all business travel, and should confirm all scheduled travel in advance. In the event of weather or other unforeseen delays or cancellations employees are responsible for contacting travel providers to avoid additional expenses to SEA including airfare change fees, additional flights, hotel expenses, etc. When possible, they should modify their travel in the most cost effective manner to avoid incurring additional expenses.

However, if the travel provider is not willing to assume responsibility for changes or cancellations that negatively impact employee travel, SEA may authorize the coverage of expenses including but not limited to airfare change fees, hotel accommodations, meals, etc. with department supervisor approval.

Changes initiated by the traveler, whether it be changes in travel times or dates and/or cancellations of flights after purchase of tickets, almost **ALWAYS** incur a penalty and additional charges. If a traveler wants to change or cancel a flight made or reimbursed by SEA, s/he will be expected to pay any additional fees incurred. If changes or cancellations are required due to an emergency, personal or otherwise, please contact your supervisor immediately for assistance.

### Baggage Fees

Baggage fee expenses assessed by the carrier will be authorized up to a total of \$35.00 each way upon submission of receipts. Please note that most airlines have a bag weight limit of 50 pounds. Please pack accordingly as SEA will not authorize overweight bag fees or excess baggage fees without prior approval.

### Lost or Excess Baggage

The ultimate responsibility for retrieving and compensating for lost baggage lies with the airlines. The organization will not reimburse travelers for personal items lost while traveling on business.

Consider taking these measures to minimize baggage losses:

- Carry valuables (e.g. jewelry, laptop computers, cameras, etc.) on board the aircraft.
- When recruiting, carry SEA materials (e.g. tablecloths, view books, tri-folds) on board the aircraft if a next-day event is scheduled.
- Carry important and/or confidential documents on board the aircraft.
- Never leave bags unattended while at the airport.
- Clearly tag luggage with name, address and phone number (for personal security, enclosed so the public is unable to view the information).
- Retain baggage claim receipts for checked luggage.

Follow these procedures if bags are lost en route:

- Complete a lost-luggage-report form from an airline representative in the baggage claim area.
- Itemize the contents of the bag, including receipts wherever possible.
- Include a copy of traveler's airline ticket and claim stubs.

Employees will be authorized in advance for excess baggage charges in the following circumstances:

- When traveling with heavy or bulky materials or equipment necessary for business.
- When the excess baggage consist of SEA records or property.

As always, in case of lost baggage emergencies or questions check with your immediate supervisor.

### **Additional expectations regarding Commercial Air Travel to and from SEA's Ships**

#### **Travel Allowance:**

- ◆ **PRIOR TO ARRANGING TRAVEL:** It is the responsibility of each seagoing Faculty or Crew Member to contact the Marine Operations Assistant in the Marine Department at least **EIGHT (8) weeks** prior to the start of the seagoing contract to initiate travel arrangements. This is typically when the best airfares are offered to ensure that seagoing employee travel is cost effective. For travel to some ports, the Marine Department may be in contact to purchase travel even earlier in order to best manage anticipated expenses.
- ◆ **MAKING YOUR OWN TRAVEL RESERVATIONS:** Please note, if a seagoing Faculty or Crew Member wishes to commit to arranging his/her own travel to the ship, you must still check in with the Marine Department at least EIGHT (8) weeks prior to receive the "Up To" Travel Allowance. *This policy is for all seagoing professionals, whether paying with an SEA Credit Card or purchasing with own means and wishing to receive reimbursement.* The travel allowance will be based on the most reasonable travel available to/from the ship and will include only reasonable and necessary expenses.
- ◆ **LOWEST FARE:** Travel will typically be arranged between the closest MAJOR HUB to the traveler's residence and the closest MAJOR HUB to the business travel destination. If a traveler prefers a different start/end location or different dates of travel, then the travel allowance will be up to the amount SEA would have spent to get the employee to/from the MAJOR HUBS for business travel.
- ◆ **TRAVEL RECEIPTS MUST BE SUBMITTED** to the Marine Department as soon as possible but no later than ten business days after expense has been incurred including travel paid for with SEA credit cards. During extended travel, it may be acceptable to send electronic copies of expense receipts to the Marine Department for submission within this timeframe and submit the original receipts as soon as possible thereafter. Travel Expense Reimbursements will not occur shipboard via ship's petty cash unless approved in advance. This includes receipts for Airline
- ◆ Travel, Ground Transportation to and from the Airport, Baggage Fees, and Meals. Reimbursements will be made through the SEA Business Office, usually via payroll. Reimbursements will no longer be made with ships' petty cash. Please make a reasonable effort to communicate with the Marine Department if you anticipate any challenges with your travel expenses.

### **OTHER TRAVEL TOPICS**

#### **Passport and Visas**

SEA will reimburse employees for the purchase of visas and tourist cards as required for business travel. When such documents have been previously obtained for personal use, the expense cannot be submitted for reimbursement. Use of an agency to obtain a visa will be authorized if approved in advance. SEA will not be responsible for costs associated with initial purchase of passport documents or subsequent renewals or replacements.

All employees traveling internationally should confirm their passport remains valid during your travel, and seagoing employees should confirm their passport remains valid at least six-months past the contract period and contains a minimum of three blank visa pages. Check with the Marine Department regarding VISA requirements for the area in which the ship will be operating.

#### Credit Cards

A Corporate Credit Card is required to be used for SEA business travel if one has been issued to you. However, since no one credit card is universally accepted, it is recommended that travelers carry another personal credit card(s) for emergencies. Regardless of the cards carried, travelers should consider how they will pay for expenses when planning his/her trip.

Employees must submit all receipts for any charges made on the Corporate Credit Cards. The receipts must be provided to the Business Office as soon as possible, but no later than 10 business days after the expense has been incurred. The receipts must include the amount charged, date, name of establishment. The receipts must also include written notation by the employee as to the business purpose and individuals at the event if the charge is related to meals or entertainment.

Please refer to the SEA Corporate Credit Card Policy for further information.

#### International Travel

The same authorization rules apply for international travel as for domestic travel. Charges using a Corporate Credit Card will automatically convert purchases in foreign currency to dollars.

For reimbursement of items not on the Corporate Credit Card, the employee should calculate the reimbursement based on the current exchange rate and associated fees and submit documentation on the source of the rate.

#### Medical Emergencies

Employees should follow the claim and authorization procedures provided by his/her health/dental care provider for emergencies while traveling outside their normal service areas unless the employee is currently signed aboard one of the ships.

#### **LODGING**

If your travel requires lodging or has otherwise been approved in advance, the following guidelines apply.

#### Making a Hotel Reservation

Employees are responsible for making his/her own lodging reservations.

#### Hotel Upgrades

Travelers are entitled to stay in a single room with a private bath. Travelers may accept room upgrades to suites or higher if the upgrade is:



- Authorized in advance, or
- At no additional cost to the organization.

Long-Term Hotel Stays

Travelers staying a week or longer should inquire about weekly/long-term discounts or should seek hotels which specialize in longer stays.

Hotel Spending Guidelines

Travelers are expected to use hotels priced at reasonable rates for the area or special rates obtained through website services. Most hotels have discounted rates for area colleges/universities; therefore it is recommended to call individual hotels and request these rates rather than to book online.

Hotel costs should not exceed \$110 per night (before taxes). Where possible, avoid hotels that charge extras for generally available inclusive amenities (parking, Internet access, breakfast, etc.). Any hotel costs above the cap must be approved by a supervisor.

Hotel Cancellation

Travelers are responsible for canceling hotel rooms. Cancellation deadlines are based on the local time of the property. Travelers will be held responsible and will not be authorized for “no-show” charges. Travelers should request and record the cancellation number in case of billing disputes.

Hotel Payment

Hotel costs should be paid using the Corporate Credit Card if one has been issued to you. The use of cash or travelers checks should only be used if the Corporate Credit Cards or personal credit card is not accepted.

Lodging in a Private Residence

A traveler may be authorized for actual and reasonable expenses (meal) incurred to extend appreciation to a friend or relative for their hospitality at a rate of one meal per week. The cost of the meal should not exceed the cost of a one-night stay at a local hotel. Please check with your supervisor.

**MEALS AND ENTERTAINMENT**

Personal Meal Expenses

The organization authorizes employees for meal expenses which are directly related to or associated with his/her performance of SEA business, providing such expenses are reasonable, appropriate and supported by receipts. Most restaurants will provide a receipt when requested whether or not a credit card is used for payment. Business meals for the purpose of conducting business or entertaining, or meals with other employees are included, provided it is related to SEA business. The purchase of alcoholic beverages requires prior approval by your supervisor.

Daily meals are allowable with receipts up to the following amounts:

Breakfast	\$ 8
Lunch	\$10

Dinner            \$20

Total    \$38

**Breakfast:** May be claimed when travel commences prior to 7:00 am, whether on a one-day trip (there and back in one day) or on the first day of a trip planned to be more than 24 hours in duration. Breakfast may be claimed on the last day of a trip of more than 24 hours if the travel terminates at or after 9:00 am. ***Breakfast expense should not be claimed if your hotel stay includes a breakfast.***

**Lunch:** May be claimed on the first day of a trip of more than 24 hours if the trip begins at or before 11:00 am or on the last day of a trip of more than 24 hours if the travel terminates at or after 2:00 pm. Lunch may be claimed for one-day trips (there and back in one day)

**Dinner:** May be claimed on the first day if the trip begins at or before 4:00 pm. Dinner may also be claimed when travel terminates at or after 7:00 pm.

In any case, total meal expenses for the day should not exceed \$38.

**For Example:**

1. You are going to Boston for a 1-day visit and your meeting is an earlier morning meeting, requiring that you leave prior to 7:00 to make the meeting; you may claim reimbursement for breakfast for that day up to the allowed amount, with receipts.
2. You are going to a 1-day seminar and you leave at 8:00 for the seminar and you stop at Dunkin' Donuts on the way. You cannot claim this breakfast.
3. For extended travel through multiple time zones, please see your supervisor for additional guidance. For seagoing personnel travelling to or from the ships through multiple time zones, please contact the Marine Department for meal allowances.

**Exceptions to the daily allowance rule:**

- Travelers attending a one-day seminar, conference, or other event where a meal is provided or available
- Traveler is entertaining during his/her planned visit.

**Business Entertainment**

In instances where travelers are expected to entertain, entertainment should be limited to that which is a reasonable business courtesy. Entertainment expenses, to be reimbursable, must be limited to those with whom a business relationship exists and must take place in a setting conducive to a business purpose. Expenditures will be authorized only for entertainment of persons outside the organization or employees from out of town. In all situations, employees are expected to exercise prudent business judgment and not to incur unnecessary entertainment expenses.

**Payment for Business Meals and Entertainment**

When more than one employee is present at a business meal, the most senior level employee should pay and expense the bill.

Meals and entertainment expenses should be paid for using the Corporate Credit Card if one has been issued to you.

## **RENTAL CAR**

### Making Rental Car Reservation

A Rental car reservation for business use requires prior approval from your supervisor. The reservation arrangements are generally made by the traveler and the reservation should be made for the best possible rate. The organization has a corporate account established with Enterprise. The Enterprise Corporate Code is XZ10487. This account does not guarantee a lower rate, and it is always worthwhile to check around or investigate rates for longer periods. Weekly rates tend to be less expensive than a daily rate.

### Rental Car Guidelines

Travelers should rent a car to his/her destinations when driving is more cost effective than airline or rail travel or if the SEA van is not available for local travel.

### Rental Car Categories

Rent intermediate/standard (or smaller) cars whenever possible. For group travel, the lowest price vehicle appropriate for the size and purpose of the group should be rented.

At the time of rental, inspect the car and note any damage found on the contract before the vehicle is accepted.

### Rental Car Upgrades

Travelers may book a class of service one level higher when:

- Three or more organization employees are traveling together
- Cars in the authorized category are not available
- The traveler can be upgraded at no extra cost

### Auto Rental Insurance

If you are renting a car using the SEA AMEX card, you do not need to purchase rental insurance unless you are renting a car in Australia, Ireland, Israel, Italy, Jamaica, and New Zealand. In those countries you must purchase rental insurance.

If you are using the SEA VISA card to rent a car, you must purchase the rental insurance.

In case of an accident, immediately report the accident to authorities, the Business Office, and American Express if the vehicle was rented with SEA's Corporate AMEX.

Employees who plan to use rental vehicles when combining business travel with personal travel should consult with his/her insurance agents to determine what additional coverage should be purchased for the personal travel portions of the trip. If collision damage waiver coverage (CDW) is purchased for the entire trip, it will be considered a **personal expense** even those days when the vehicle is used for business. The organization will not reimburse for CDW coverage.

### Rental Car Cancellation

Travelers are responsible for cancelling any car rental reservations they have made.

## Returning Rental Cars

Make every reasonable effort to return the rental car:

- To the original rental location unless approved for a one-way rental
- Intact (e.g. no dents, scratches, mechanical failures, etc.)
- On the day travel ends to avoid additional charges
- With a full tank of gas (purchased from a gas station “outside” the car rental agency). **Do not accept the pre-pay option.**

## Rental Car Payment

Unless otherwise instructed, rental cars should be paid using the Corporate AMEX if one has been issued to you. The original document of the rental agreement must be retained by the employee and included with the employee’s other receipts.

## Rental Car Accidents

If in an accident, stay calm and follow the same procedures that would be followed if it were a personal automobile.

- Obtain appropriate information from other drivers involved in a collision
- Cooperate with Officers if they are present
- Make sure that any injuries sustained are attended to.
- Report all accidents to the Business Office, the rental car agency, the traveler’s personal insurance authorities and the American Express Loss Division.

If a travel itinerary must change as a result of the accident (e.g. the traveler misses a flight, etc.) contact your supervisor. Sea going personnel should contact the Marine Department.

## **ORGANIZATION/PERSONAL CAR USE & OTHER TRAVEL**

### Personal Car Usage Guidelines

Use of a Personal Vehicle for business travel requires prior approval from your supervisor. When an employee’s personal automobile is the most cost effective means for travel and is used for business travel, the organization will pay a mileage allowance for travel by the most direct route to the destination. The organization will not be responsible for damage to employees’ cars while on organization business.

### Reimbursement for Personal Car Usage

Travelers will be reimbursed for business use of personal cars on a per-mile basis at the rate established annually by the Internal Revenue Service for business travel. For calendar year 2015, the rate is \$0.56 per mile

Business use of personal vehicle is defined as miles traveled from the office to your destination or from your home to your destination, whichever is less.

### General Automobile Business Travel Requirements

While travelers are operating an automobile for business travel, they will:

- Possess a valid, unexpired Driver’s license

- Use the seatbelt when driving in a rental or his/her own personal vehicle
- Obey all traffic laws
- Not drive while using or in possession of alcohol or controlled substances
- The corporate credit cards should never be used to put gas in your personal vehicle unless approved by your supervisor.

#### Use of SEA Van

Travelers should consider using the SEA Van for one day business travel.

All Travelers must:

- Keep the vehicle clean
- Keep the gas tank filled
- Report any damage
- Report when the vehicle is not running properly or a service light is on
- Return car keys to the office
- Obtain authorization to use the SEA van
- To reserve the SEA van, mark the public calendar

***Important: The SEA van is for SEA employees on business only.***

#### Ground Transportation To and From Terminals

Employees traveling to the same location should share ground transportation to and from the airport whenever possible.

The most economical mode of transportation should be used to and from airports, bus and rail terminals. The following modes of transportation should be considered:

- Hotel and airport shuttle service
- Personal car
- Buses, subways, taxis

#### Rail Travel Reservations

Travelers are responsible for booking his/her own rail travel reservations. Use unreserved or coach for domestic rail travel. Rail travel should be used:

- When it is less expensive than air travel
- When it is timelier than driving

#### **OTHER**

##### Coverage of Personal Effects Lost during Business Travel

The organization will not reimburse an employee for the loss of personal effects during business travel.

The organization recommends that travelers obtain personal insurance at his/her own expense to cover valuables, especially when traveling. A traveler's personal renters or homeowners insurance policy *may* cover theft of such

valuables. Contact your personal insurance broker to verify.

Travelers are encouraged to be prudent when traveling, for example, use traveler's checks instead of carrying large amounts of personal cash and avoid leaving baggage in full view when it could be locked in the car trunk.

### Corporate Credit Card

SEA issues corporate credit cards to some employees. The card is to be used for business related expenses only. The organization will automatically pay all approved charges. The organization requires that frequent travelers use the Corporate Card whenever possible. All cardholders are required to abide by SEA's Corporate Credit Card Policy.

### Personal Use of Corporate Card

Personal expenses should not be charged to the Corporate Credit Card.

Occasionally personal charges are included in a hotel bill. When a traveler is itemizing a hotel or restaurant bill, they must highlight the charges and mark them as personal. Personal expenses should be reimbursed to SEA as soon as possible, but no later than 30 days of incurring the charge.

### Reporting Lost/Stolen Corporate Card

A lost or stolen Corporate Card must be reported as soon as the traveler discovers it is missing. To report a lost or stolen American Express, card call 800-792-3404 if in the US and 336-393-1111 if outside the US. To report a lost or stolen VISA card, call 888-222-8713.

Lost or stolen credit cards must be reported to the Business Office. Useful information to be reported includes when the card was lost or stolen, if known, and the last transaction it was used for.

If unauthorized charges are discovered on your Corporate Card, follow the same procedures as if it were lost or stolen, notifying both the card issuer and the Business Office.

### Card use outside of the United States

If you plan on using your Corporate VISA outside of the US, you need to call 888-222-8713 and inform cardholder services when and where you will be travelling.

### Expense Reporting

Travelers should submit Corporate Card expense reports as soon as possible, but no later than 10 business days after the expense has been incurred.

Employees are required to submit original receipts for expense reports whether for use of the Corporate Credit Card or for reimbursement for meals and all travel and entertainment expenses. Descriptions must be written on the receipts as to:

- Names of individuals present, his/her titles and school or organization name.
- Name and location of where the expenses were incurred if not stated on the receipt.
- Exact amount and date. If a gratuity was given, it should be listed as well.
- Specific business topic

For travel to and from the ships, Faculty and Crew Members must submit travel receipts in a timely manner to the

Marine Department, including travel paid for with SEA credit cards. Reimbursement will be issued only after the Marine Department receives and approves paid travel receipts and will be made through the SEA Business Office.

#### Guidelines for Tips and Gratuities

Tipping porter, bell person, housekeeper or wait staff should be based on the quality of service rendered. The organization will authorize reasonable gratuities based on the following guidelines:

Airport porter	\$1.00 per bag
Hotel bell person	\$1.00 per bag
Wait staff	15% of bill before taxes
Housekeeping	\$2.00 per night
Taxi	10% - 15% of fare, based on service

Some hotels and restaurants include a gratuity in the price, in which case a tip is not necessary unless the service has been *exceptional*.

Lavish or unreasonable gratuities will not be authorized.

#### Reimbursement of Out of Pocket Expenses

Reimbursement for approved expenses will be sent to employees promptly after receipt of the approved expense report and related documentation.

#### Other Allowable Expenses

Travelers are authorized to charge the following on the Corporate Credit Card and will be reimbursed for the following miscellaneous expenses:

- Airfreight for business purposes
- Business Office expenses (fax, copy service, etc.)
- Excess Baggage charges if work-related baggage (e.g. equipment needed to attend a fair / presentation)
- Tolls
- Travelers check or ATM fees
- Internet Access (for business purposes)

#### Unauthorized Travel Expenses

Travelers are not authorized to charge the following on the Corporate Credit Card and will not be reimbursed for the following expenses:

- Airline club memberships
- Automobile expenses including car washed, routine maintenance / tune ups
- Automobile ticket/violations such as traffic/speeding tickets or parking fines

- Baby-sitting/child care/pet sitting/pet care/elderly sitting/elderly care
- Business or first-class air fare (unless prior approval is obtained)
- Careless action expense while on organization business will not be authorized. Examples of these actions are soiled clothing, lost keys to cars, failure to cancel services such as hotel or car reservations, and “no-show” charges for hotel or car services.
- Clothing/shoe purchases such as socks, pantyhose, sneakers, shoes, etc., unless in the event of an emergency AND approved by a supervisor
- Clothes or shoe cleaning such as laundry, dry cleaning or shoeshine.
- Personal credit card annual fees, late fees or finance charges.
- Expenses related to vacation or personal days while on a business trip.
- Expenses without receipts or written explanations.
- Family member/travel companion expenses.
- Health club-related fees for sauna, spa or massage.
- Home maintenance charges when on a business trip such as lawn mowing.
- Insurance coverage for domestic car rental. (Unless not covered by AMEX)
- Insurance coverage for travel or baggage.
- Insurance coverage for personal accident insurance.
- Insurance coverage for personal property insurance.
- Loss/theft of cash advance money.
- Loss/theft of personal funds or property.
- Loss/theft of baggage.
- Luggage and briefcase purchases.
- Personal entertainment, non-permitted entertainment and sporting events.
- Rental car upgrades (Unless follows previously defined allowances.)
- Alcohol without prior approval from your supervisor

#### Combining Personal and Business Travel

Employees may combine personal/vacation travel with business travel provided there is no additional cost to the organization. If there is an additional cost, it will be incurred by the employee.

#### Expenses or situations not outlined with this guidebook

Contact your supervisor for prior authorization as soon as possible if you anticipate incurring a travel expense that has not been outlined above.



## APPENDIX C

### **Drug Testing Policy**

#### **INTRODUCTION**

In compliance with Department of Transportation (DOT) and United States Coast Guard (USCG) regulations, Sea Education Association, Inc. (SEA) has established a program for drug testing of all current and prospective employees who have operational or safety responsibilities aboard SEA's vessels.

SEA does not feel that there has been a problem with employee drug abuse in the past, and has no desire to intrude into the private lives of its employees. The use of drugs is illegal, however, and adversely affects the safety of SEA's vessels and all aboard. SEA will fully comply with the DOT/USCG regulations for mandatory work place drug testing as they apply to its seagoing employees.

This section establishes SEA's policies and procedures for this program. SEA welcomes your comments about this program and looks forward to your cooperation.

#### **DEFINITIONS APPLICABLE TO THIS POLICY**

Current Employee A person who is currently employed by SEA.

Employee Assistance Committee (EAC) The Personnel Committee acts as SEA's Employee Assistance Committee. The Employee Assistance Committee is available to meet with any current employee who has a confirmed positive drug test and who wishes to return to active employment with SEA. The Committee is also available to meet with any employee who voluntarily seeks information or assistance regarding substance abuse treatment or rehabilitation.

Medical Review Officer (MRO) A properly licensed physician contracted by SEA to evaluate drug test results and who is available to advise the employee and the EAC in the event of a positive drug test report.

Prospective Employee A person who has either applied for employment with SEA or who has been contacted by SEA regarding the availability of employment, and who is or may be pending an offer of employment with SEA.

#### **APPLICABILITY**

This policy applies to all current employees and prospective employees whose terms of employment include/will include service aboard SEA's vessels and who have/will have operational or safety responsibilities. This shall include, but not be limited to, all Captains, Mates, Able Bodied Seamen, Ordinary Seamen, Stewards, Engineers, Chief Scientists, Assistant Scientists, the Dean, DIRECTOR OF MARINE OPERATIONS, Science Coordinator, Ship Operations Coordinator and Port Engineer.

#### **WHEN WILL TESTING BE REQUIRED**

1. **Pre-Employment** - All persons who will be employed in positions which will or will likely include designated operational or safety responsibilities aboard SEA vessels must be tested before an offer of employment will be extended\*. This applies to all Captains, Mates, Able Bodied Seamen, Ordinary Seamen, Stewards, Engineers, Chief Scientists, Maritime Studies Faculty, Assistant Scientists, the Dean, DIRECTOR OF MARINE OPERATIONS, Science Coordinator, Ship Operations Coordinator and Port Engineer. The person must provide a urine sample (as outlined in this policy) and SEA must receive written confirmation that the sample was negative for the listed

drugs.

Exception: In accordance with DOT/USCG regulations 46 CFR Part 16, a prospective employee need not be tested if he or she has proof that within the previous six months, he or she passed any Coast Guard-required drug test, or has, during the previous six months, been subject to Coast Guard-required random testing for at least 60 days and has not failed or refused a test.

2. **Random** - All seagoing employees in positions which regularly include operational or safety responsibilities aboard SEA vessels will be subject to random drug testing. Under the random testing program, fifty percent of all such employees will be required to be tested each year.

F. **Post Serious Marine Incident** - All persons directly involved in a serious marine incident will be chemically tested for evidence of dangerous drugs and alcohol in accordance with the requirements of 46 CFR 4.06. SEA will carry aboard its vessels test kits for drug and alcohol testing. Supervisory personnel on the vessels shall be trained in their use and "Chain of Custody" procedures.

4. **Reasonable Cause** - Testing is required if any shipboard employee exhibits behavior that indicates probable use. Any decision to test under this requirement shall be based upon a reasonable and articulable belief that the person involved has used a dangerous drug. Where possible, this belief should be based on the observation of the individual by two (2) persons in supervisory positions.

## WHAT DO THESE TESTS ENTAIL?

Urinalysis testing for the following:

- a) Marijuana
- b) Cocaine
- c) Opiates
- d) Phencyclidine (PCP)
- e) Amphetamines

The regulations require a second confirmatory analysis for any specimens that show positive by the first analysis. The second analysis is performed on the same specimen.

In addition, the regulations require that any person directly involved in a serious marine incident also be tested for the presence of alcohol in that person's system.

## WHO WILL PAY FOR THESE TESTS?

SEA will pay for the direct costs of these mandatory drug tests. SEA will pay for costs associated with sample collection, shipping, analysis, and review by SEA's Medical Review Officer (MRO).

Current employees may be reimbursed for travel expenses incurred as a result of the required drug testing. Travel or indirect expenses should be approved by SEA in advance of the expenditure. SEA will not pay any travel costs or indirect costs associated with drug testing for prospective employees.

The regulations allow any person whose sample tests as positive to request a *re-analysis* of the original sample. If the sample tested as positive, that means that positive results have been obtained from both the initial test and the second confirmatory analysis. A *re-analysis* means *repeating both the initial and confirmatory tests on the*

*same urine sample*. The costs associated with any sample re-analysis as requested by a current employee or prospective employee will not be paid by SEA.

#### **WHERE WILL TESTING TAKE PLACE?**

Specimens for drug testing can be collected:

- a) at SEA's offices in Woods Hole, MA
- b) aboard ship
- c) at specifically designated collection centers - part of a national network associated with the NIDA (National Institute On Drug Abuse) approved laboratory system contracted by SEA for drug testing service.

#### **WHAT HAPPENS AFTER A SPECIMEN IS COLLECTED?**

After collection, specimens are placed in envelopes, sealed with evidence tape and a recorded "Chain of Custody" is established continuing through final analysis and reporting of results. The direct chain of custody will vary depending upon sampling location. In all cases, the number of transfers of custody should be minimized. Specimens will be transferred to the laboratory for analysis as quickly as possible. Samples are never to be left unattended other than in a secure, locked cabinet with limited access.

#### **WHAT HAPPENS WHEN THE ANALYSIS IS COMPLETE?**

All reports will be sent to SEA's Medical Review Officer (MRO) at SEA's Woods Hole, MA address. The laboratory will report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens positive on both test screens are reported positive to the MRO for a specific drug finding.

#### **WHAT HAPPENS IF THE LABORATORY REPORTS A POSITIVE ANALYSIS?**

SEA's Medical Review Officer (MRO) shall review and interpret each confirmed positive test result in accordance with 49 CFR 40.33. If the MRO verifies a laboratory-confirmed positive report, the MRO shall report the positive test result to the DIRECTOR OF MARINE SERVICES. The MRO's role is to then advise the Employee Assistance Committee (EAC) and to help the EAC interpret the results of any positive test report. The employee has the right to be interviewed by the MRO to provide any relevant information pertaining to the positive result.

The communication between the MRO and the individual tested is not to be considered a doctor-patient relationship.

#### **WHAT HAPPENS IF THE MEDICAL REVIEW OFFICER (MRO) ADVISES THE EMPLOYEE ASSISTANCE COMMITTEE (EAC) THAT THE DRUG ABUSE SCREEN REPRESENTS A TRUE POSITIVE?**

1. A prospective employee will not be considered for any shipboard employment unless he/she provides evidence of rehabilitation and a recent urine sample tests negative.
2. A current employee who is reported by the MRO to be positive for drug usage must be suspended immediately and signed off the ship at the next scheduled port stop. The employee must meet with the EAC in Woods Hole, MA before any further employment will be permitted. Among other considerations, further employment would be dependent on successful completion of a rehabilitation program and a recent negative drug test. A positive drug test by a current employee will be considered a breach of contract and is cause for immediate dismissal.

## **RECORDS**

As required by law, all records of negative results will be kept on file for at least one year at SEA's offices in Woods Hole, MA. All records of positive results will be kept on file for at least five years, and will be made available to the USCG upon request.

All individuals may receive a report concerning the outcome of their drug test. Individual results from these drug tests will be released only directly to the individual tested upon written request.

## **REFUSAL TO COMPLY WITH REQUIRED DRUG SCREENING**

A prospective employee who refuses to provide a urine sample for drug screening as required by 46 CFR Parts 4, 5 and 16 and outlined in this policy will not be eligible for employment by SEA.

Any refusal by a current employee to provide a sample for drug screening as required by 46 CFR Parts 4, 5, and 16 and outlined in this policy will result in immediate suspension without pay. Any decision on reinstatement will rest with the Employee Assistance Committee.

## **PROCEDURES - SAMPLE COLLECTION**

*When the collection facility is either aboard ROBERT C. SEAMANS or CORWITH CRAMER or at SEA's offices in Woods Hole, MA:*

All sample collections must be supervised by personnel trained in sample collection procedures.

Procedures for collecting urine specimens shall allow for privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.

Collection site personnel shall take precautions to ensure that each specimen is not adulterated or diluted during the collection process.

Collection site personnel shall strictly adhere to the procedures as stated on the forms from the test laboratory.

Samples shall be transferred to the testing lab as quickly as practical.

Samples shall be placed in a locked, secured cabinet designated for this purpose. It shall remain there until it is transferred to the test lab by courier or postal service.

The Captain of the vessel shall supervise sample collection aboard ship. If the Captain is to be screened for drug use under the provisions of the policy, the most senior mate (not involved in the particular serious marine incident if that is the reason for the testing) shall supervise the sample collection.

When the person to be tested will be assigned to a non-SEA (off-site) collection facility; SEA will provide an analysis report form for the individual to present at the collection site. In this case, the collection site is responsible for supervision during testing and "Chain of Custody" until the sample is transferred to the test laboratory for analysis. When sample collection at SEA's collection facilities is impractical, an off-site collection center will be assigned by SEA.

## **PROCESSING REPORTS FROM THE LABORATORY**

All reports will be sent to the Medical Review Officer (MRO) in care of the DIRECTOR OF MARINE SERVICES at Sea Education Association, Inc., P.O. Box 6, Woods Hole, MA 02543. No laboratory report shall be opened without consent of the MRO. Only the DIRECTOR OF MARINE SERVICES or designee shall be authorized to process

laboratory reports addressed to the MRO Reports of a positive test screen shall be reviewed by the MRO as soon as possible.

No report shall be considered positive until reported as such from the MRO to the DIRECTOR OF MARINE SERVICES.

A copy of the drug screen report will be released to the tested individual upon written request to the Marine Department.

#### **EMPLOYEE ASSISTANCE PROGRAM**

As part of SEA's Employee Assistance Program, the Employee Assistance Committee (EAC) will be available to meet with any employee who has been reported positive for drug usage by the MRO and who wishes to return to active employment with SEA.

The EAC can advise the employee about options for counseling and/or rehabilitation. The EAC will be made available to meet with the individual to determine if and/or when the person will be permitted to resume employment.

The EAC is also available to meet with any employee who voluntarily seeks information or assistance regarding substance abuse treatment or rehabilitation.

SEA will not pay for any outside expenses for counseling or drug rehabilitation, though certain expenses may be covered by an individual's medical insurance plan.

As part of SEA's Employee Assistance Program, SEA will conduct a training program for employees which will include information on the consequences of drug and alcohol use on personal health, safety and the work environment.

## APPENDIX D

### **Emergency Plan and Operational Procedures**

#### PURPOSE

This plan outlines procedures to be followed in the event of a situation that requires either **ALERT** status or **EMERGENCY** as defined in the Emergency and Alert definitions section of this plan. Although this plan is a guideline and does not preclude common sense, only the PERSON IN CHARGE may authorize alteration of its implementation.

#### **DISTRIBUTION OF PLAN**

**Board of Trustees** with Emergency Notification List (for Exec. Committee only)  
**Corwith Cramer and Robert C. Seamans** (3 copies ea.) with Emergency Notification List  
**All SEA faculty and staff** (crews to be familiar with location of plan on vessel)  
**Senior Mgmt. Group** 3 copies ea. (office, home and car) with Emergency Notification List  
**Medical Advisor** (Dr. William Hallstein) with Emergency Notification List  
**Medical Advisor** (Dr. John Cahill) with Emergency Notification List  
**Campus Resident** (Colleen Allard) with Emergency Notification List

#### **RESPONSIBILITY FOR UPDATE AND DISTRIBUTION**

This plan will be updated as necessary with pages that can be replaced individually. While the responsibility for recommendation of changes belongs to all on the distribution list, the Senior Management Group will authorize written changes to the plan. When revision is necessary it should be accomplished promptly so that subjective interpretation is minimized.

The Director of Marine Operations is responsible for updating and distribution of the Emergency Notification List as noted above on a monthly basis, or confirmation that there is no change.

The Marine Department is responsible for providing a list of all students, faculty and crew (with their emergency contact numbers) who are aboard any vessel before the vessel leaves port for program or any short sails. **These lists will be provided only to: Senior Management Group (electronically distributed)**

The list provided to SMG will be current for the date of publication, but any mid-cruise changes will be made to the 'Souls On Board' in the Marine Department. This will be current every day. In the event that the SMG lists are used, they should be checked with 'Souls On Board' first. This list for each ship is located in a file holder next to the center desk on the 2<sup>nd</sup> floor outside of Director of Marine Operations office and is also available electronically via "Dropbox".

#### **ALERT**

**The President or his/her designee(s) will declare an ALERT when:**

- There is any incident that threatens cancellation of a program or requires alternate routing for emergency purposes
- The *Corwith Cramer* or *Robert C. Seamans* has had no communication with Woods Hole for 30 hours or more
- There is threat of a hurricane or serious weather that could impact ships or shore facilities
- There is an national or international incident or threat to national security
- There is a threat on campus or in one of SEA's off campus locations
- There is a threat in the location of one of our ships at sea or in a foreign port
- A police report is made of an incident on campus (use discretion)
- There is serious illness or injury of a student or staff member on campus or at sea
- Any negative media attention is received by SEA

The following are to be notified in the event of an alert:

President

Senior Management Group

Associate Deans

Chair, Board of Trustees

Medical Advisor(s) as needed

Legal Counsel as deemed necessary

Insurance Agent as deemed necessary

*SSV Corwith Cramer* as deemed necessary

*SSV Robert C. Seamans* as deemed necessary

*PROCEDURES FOR AN ALERT SHOULD BE IMPLEMENTED IN ALL OF THESE CASES. THIS DOES NOT PRECLUDE THE JUDGMENT OF THE PERSON IN CHARGE FOR IMPLEMENTING PLANS UNDER OTHER CIRCUMSTANCES.*

## EMERGENCY

The President or his/her designee(s) will declare an EMERGENCY when:

- There is a suicide or homicide or attempts at such, or death of a student, faculty, staff or crew member during or between programs
- The *Corwith Cramer* or *Robert C. Seamans* has had no communication with Woods Hole for 36 hours or more
- A serious accident occurs on campus or at sea
- There is a missing person on campus or at sea
- There is a fire or other major property damage to campus or vessels
- A national disaster or war has been declared, including at location of ships
- Any crime is committed on campus. Use discretion
- Any incident involving SEA has received negative NATIONAL media attention
- There has been a serious contagious disease exposure on campus or at sea

The following are to be notified in the event of an emergency:

**President**

**Senior Management Group**

**Associate Deans**

**Chair, Board of Trustees**

**Nautical Science, Oceanography, and Maritime Studies Faculty as deemed necessary**

**Executive Committee, Board of Trustees**

**Insurance Agent, as deemed necessary**

**Legal Counsel**

**Medical Advisor(s) as needed**

***SSV Corwith Cramer* as deemed necessary**

***SSV Robert C. Seamans* as deemed necessary**

PROCEDURES FOR AN EMERGENCY SHOULD BE IMPLEMENTED IN ALL OF THESE CASES. THIS DOES NOT PRECLUDE THE JUDGMENT OF THE PERSON IN CHARGE FOR IMPLEMENTING PLANS UNDER OTHER CIRCUMSTANCES.

### **EMERGENCY OPERATIONAL PROCEDURES**

#### **Major Roles**

There are three major roles that must be filled to ensure that the Emergency Plan is implemented effectively:

- The Person in Charge
- The Spokesperson (See Communications Section)
- The Recorder

The *Person in Charge* and the *Spokesperson* may be one and the same, but the *Recorder* must be a different person.

#### ***Person in Charge***

The Person in Charge will be the President, or in his/her absence, the most senior administrator available as determined by the Chain of Authority listed below:

- President
- Dean
- Director of Marine Operations
- Director of Finance and Administration
- President's Designate
- Dean's Designate



When an Emergency occurs, the *Person in Charge* will immediately appoint a *Spokesperson* to be responsible for communications and immediately appoint a responsible person to act as the *Recorder* to maintain a detailed log of all communications, discussions and events relating to the emergency. The *Recorder* is to have no other conflicting duties during the emergency. These are vital roles.

## Communications

### *Spokesperson*

The *Person in Charge* appoints the *Spokesperson*. The *Spokesperson* is responsible for all communications. This includes internal communications to faculty and staff. All inquires must be routed through the *Spokesperson*. Members of the SMG will assume the responsibility for notifying parents, trustees, faculty and crew next-of-kin, (only in the event of a fatality would next-of-kin be notified or if otherwise deemed necessary).

The *Spokesperson* will:

- Prepare a **Statement** for those on the Notification List and for possible release to the news media. The *Person in Charge* will approve the Statement.
- Assure the implementation of notification by calling all those on the Notification List. Inform them of the emergency nature of the call and arrange to keep them informed as events progress.
- Maintain an updated Statement as events progress, no less than on a daily basis.
- Assure that communication is limited to the Statement unless otherwise deemed necessary by the person in charge. (As tempting as it will be to provide more information to staff for internal purposes, this could result in conflicting information being released.)
- Assure that the SEA voicemail message provides contact information when not manned. Assure that the receptionist and phone duty personnel know that any inquires must be directed only to the *Spokesperson*.
- *In the case of a fatality, assure notification of next of kin. The President or the Board Chair should do this.*

### Media

If media inquiries are made, the most current Statement should be released, if deemed appropriate. Limit public comment to available factual information. Do not speculate. Handle all inquires promptly. *In the case of a fatality, the name of the person involved should be withheld until next of kin notification has been made and permission received for the release.*

Students' home schools to be notified after all others on the notification list, if deemed appropriate.

## VESSEL COMMUNICATIONS LAPSE PROCEDURES

### Alert

*Corwith Cramer* and *Robert C. Seamans* are required to report daily whether in port or at sea. The Marine Operations Department communicates directly with each vessel from our radio station KYV556, or by a satellite telephone call (FBB or Iridium telephone) from the vessel. We receive a position report and notification of any impending bad weather (whole gale, storm or hurricane) and intentions for the next few days. If more than **30 hours** go by without a call from one ship, the situation calls for **ALERT** status, and actions must be taken to attempt to contact the ship.

In an ALERT situation, persons on the Alert Notification list must be notified as they will become most closely involved with an Emergency should the situation warrant it. Accordingly, once an ALERT situation has occurred, the Marine Department or their designate should implement the following steps:

1. Notify all persons on Alert Notification list contained in this plan.
2. Regardless of the ship's area of operation, call the USCG Rescue Coordination Center (RCC) in Boston (617) 223-8555. Report that the ship has not been heard from for 30 hours on her regular reporting schedule. Have ready the current crew and participant Souls On Board list. Be prepared to describe the vessel, to list all people on board including crew\*, and to give her last position, intentions and anticipated ports of call. Information regarding the ship may include:

*Corwith Cramer* is a 134', 2-masted Brigantine, steel hull, painted white.

*Corwith Cramer's* call sign is WTF 3319, which is painted on the lab cabin top amidships.

*Corwith Cramer* carries one (1) category I 406 EPIRB and one (1) category I 406 GPIRB

*Corwith Cramer* carries three (3) 20-person life rafts. Each life raft is equipped with one (1) 406 GPS PLB.

The average speed of advance of the *Corwith Cramer* is 5 knots under sail and 8 knots under power.

*Robert C. Seamans* is a 134', 2-masted Brigantine, steel hull, painted white.

*Robert C. Seamans'* call sign is WDA 4486, which is painted on the lab cabin top,

*Robert C. Seamans* carries two (2) category 1 406 GPIRB

*Robert C. Seamans* carries three (3) 25-person life rafts. Each life raft is equipped with one (1) 406 GPS PLB.

The average speed of advance of the *Robert C. Seamans* is 6 knots under sail and 9 knots under power.

Both vessels carry at least one (1) SSB radio.

Both Vessels carry a Thrane & Thrane Sailor 250 FleetBroadband (FBB) Inmarsat

Both vessels carry an Inmarsat C.

Both vessels carry an Iridium Satellite Phone.

3. A phone call should be made to the US Coast Guard Officer in Charge of Marine Inspections (OCMI), or second in command in his/her absence, in Providence, RI at (401) 435-2300. The OCMI is familiar with our ships and might be helpful in guiding our request for a Search and Rescue operation through formal channels.

**An ALERT becomes an EMERGENCY 36 hours from the time the vessel last reported. (See EMERGENCY p.5)**

\*NOTE: The 'Souls on Board' file in the Marine Department will reflect any recent changes.

## **APPENDIX E**

### **Document Retention and Destruction Policy**

#### **I. Purpose**

In accordance with the Sarbanes-Oxley Act, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by the Sea Education Association, Inc. (SEA) in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form (including electronic documents), contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the SEA's operations by promoting efficiency and freeing up valuable storage space.

#### **II. Document Retention**

SEA follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

##### **Corporate Records**

Annual Reports to Secretary of State/Attorney General	Permanent
Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status (Form 1023)	Permanent
IRS Determination Letter	Permanent
State Sales Tax Exemption Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

##### **Accounting and Corporate Tax Records**

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
IRS 1099s	7 years
Journal Entries	7 years
Invoices	7 years
Sales Records (box office, concessions, gift shop)	5 years
Petty Cash Vouchers	3 years

Cash Receipts	3 years
Credit Card Receipts	3 years

**Bank Records**

Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years

**Payroll and Employment Tax Records**

Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years

**Employee Records**

Employment and Termination Agreements	Permanent
Retirement and Pension Plan Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination

**Employee Records - continued**

Accident Reports and Worker's Compensation Records	5 years
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Cards	2 years
Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion

**Legal, Insurance and Safety Records**

Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
Leases	6 years after expiration

OSHA Documents	5 years
General Contracts	3 years after termination

**Admissions Data/Documents for Applicants**

**Who Do Not Enroll (Whether Accepted or Rejected)**

Acceptance letters	3 years after application term
Applications for admission	3 years after application term
Correspondence, relevant	3 years after application term
Letters of recommendation	3 years after application term
Medical records	3 years after application term
Transcripts other colleges (see note 3)	3 years after application term
Transcripts-high school (see note 3)	3 years after application term

**Copies of International Student Documents, if available:**

1-20 (certificate of eligibility for F-I visa status)	3 years after application term
Copy of 1-94 Card	3 years after application term
Passport number	3 years after application term
Statement of Educational Costs	3 years after application term
Statement of Financial Responsibility	3 years after application term

Notes:

1. Although the retention period recommended for the documents listed above is one (1) year, legislation, state statutes, or institutional policy may dictate otherwise. The federal legislation which governs these records is as follows;

- The IRS requires that, for tax-exempt status for private institutions, the records of applicants who apply and do not enter be retained for three (3) years.

2. Records for applicants who do not enter are not covered by FERPA.

3. Some documents from institutions in other countries may be originals and therefore difficult or impossible for the applicant to replace. The records custodian may want to return these documents to the applicant rather than destroy them.

### **Admissions Data/Documents for Applicants Who Enroll**

Acceptance letters	5 years after date of last attendance
Applications for admission or readmission	5 years after date of last attendance
Correspondence, relevant date	5 years after date of last attendance
Letters of recommendation	Until admitted (see note 2)
Medical Records	5 years after date of last attendance

Student waivers for rights of access to see letters of recommendation for admission	Until terminated (see note 2)
Transcripts-other colleges	5 years after date of last attendance
Transcripts-high school	5 years after date of last attendance

**International Student Documents:** No upper limit for international students on visas. For exchange visitor visas, 3 years after date of last attendance

Copy of employment authorization (work permit), if granted

Copy of Alien Registration Receipt Card (evidence of admissibility as a permanent resident)

1-20 (certificate of eligibility for F-1 visa status)

Copy of 1-94 Card (document issued to non-immigrants; also known as Arrival-Departure Record)

IAP 66 (certificate of eligibility for J-1 visa status)

Passport number

Statement of Educational Costs

Statement of Financial Responsibility

Notes:

1. The retention periods recommended above are based on the following:

- The forms are maintained in individual student folders and are retained no longer than five (5) years after graduation or date, term or semester and year of last attendance.
- Uniform retention periods allows for the destruction of the entire folder which will save considerable sorting.
- Essential data will be recorded on academic records which are retained permanently.

2. FERPA states that letters or recommendation not accompanied by waivers and retained beyond their intended use may be viewed by the student. As a consequence, it is recommended that these letters be destroyed after admission of the student. Waivers of rights of access filed with letters of recommendation should be retained as long as the file is retained. Students who revoke their waivers of rights of access may not see letters of recommendation submitted during the time the waivers were in force.

3. Record managers should be cognizant of the Educational Amendments of 1976, Student Consumer Information and the legal implications for record retention.

4. Some documents from institutions in other countries may be originals and therefore difficult or impossible for the applicant to replace. The records custodian may want to return these documents to the applicant rather than destroy them.

### **Registration and Attendance/Academic Progress Records**

Academic records (including narrative evaluations, competency assessments, etc.)	Permanent
Applications for admission or readmission (reentry)	5 years after date of last attendance
Change of grade forms (update documents)	Permanent
Class lists (original grade sheets)	Permanent
Class schedules (students)	1 year after date of last attendance
Correspondence, relevant	5 years after date of last attendance
Curriculum change authorizations	5 years after date of last attendance
Disciplinary action documents	(see note 5)
Fee assessment forms	5 years after date of last attendance
Financial aid documents (SEA awards)	5 years after date of last attendance
Foreign/International student forms	5 years after date of last attendance
Grade reports (registrar's copies)	1 year after date distributed
Hold or encumbrance authorizations	Until released
Medical records	1 year after date of last attendance
Registration forms	1 year after date submitted
Transcript requests (student)	1 year after date submitted
Tuition and fee charges	5 years after date of last attendance
Withdrawal authorizations	2 years after date of last attendance

Notes:

1. Any record recommended for permanent retention should be scanned to disk for security even if the originals are retained. The disk(s) should be stored and secured in an off-site location.
2. The recommended 5-year retention period noted above should begin with the date, term or semester and year of last attendance.
3. FERPA specifically requires institutions to maintain records of requests and disclosures of personally identifiable information except for defined “directory information” and requests from students for their own records. The records of disclosure and requests for disclosures are considered part of the students’ educational records; therefore, they must be retained as long as the education records to which they refer are retained by the institution.
4. The IRS requires that private schools retain copies of all admission and scholarship brochures, catalogs and advertising materials for a period of 3 years beginning with the year after compilation or acquisition.
5. No recommended retention period is given for disciplinary action documents, except that they may be retained while in force in a file separate from the student’s academic record.
6. Immigration and Naturalization Service states that the school must keep a record used to comply with the reporting requirements for at least one year. Since many items included in foreign students’ records are to be retained for at least 5 years, it is recommended that INS documentation also be retained for 5 years.

**Certification Data/Documents**

Enrollment verification	1 year after verification
Financial aid assistance records	3 years after date of last attendance

Notes:

1. The recommended 3-year retention periods noted above should begin with the date of last attendance.
2. The IRS requires that private schools maintain records of scholarship and of other financial assistance to indicate that the awards were made on a racially nondiscriminatory basis and that such records be retained for a period of 3 years beginning with the year after compilation or acquisition.

**Publications, Statistical Data/Documents and Institutional Reports**

Enrollment statistics	Permanent
Grade statistics	Permanent
Race/ethnicity statistics	Permanent
Schedule of classes (institutional)	Permanent



Notes:

1. Any records recommended for permanent retention should be scanned to disk(s) for security and stored off-site.
2. The IRS requires that private schools maintain records reflecting the racial composition of the student body, faculty and administrative staff for each academic years, and retain such records for a period of 3 years beginning with the year after compilation or acquisition.
3. Section 504 of the Rehabilitation Act requires that institutions maintain the necessary information and accurate compliance reports in such form that the determination of whether or not an institution is in compliance could easily be ascertained. In addition, racial and ethnic data are required to show the extent to which members of minority groups are beneficiaries of and participants in federally assisted programs. There is no time limit specified in the law.

**Family Educational Rights and Privacy Act Data/Documents**

Waivers for rights of access	Until terminated by the student or permanent
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Note: Whenever the recommended retention period is the life of the affected record, the retention period of the FERPA document is meant to be the same as that of the student records to which it pertains: students waivers of rights to access letters of recommendation, for example, should be retained until terminated or the letters themselves are destroyed. If the retention period for a record to which a FERPA document pertains is permanent, the FERPA document should also be permanently retained and scanned to disk for security.

**Federal Student Financial Aid (SFA) Record Retention Requirements**

Program Participation Agreement	3 years from award year
Records of SFA program transactions	3 years from award year
Records of student accounts	3 years from award year
The Student Aid Report (SAR)	3 years from award year
Institutional Student Informative Record (ISIR)	3 years from award year
Documentation of student’s eligibility	3 years from award year
Documentation of student’s satisfactory academic progress	3 years from award year
Documentation of student’s program of study and courses enrolled in	3 years from award year
Documentation related to the receipt of aid, such: as amount of grant, loan, FWS award; and calculations used to determine aid amounts	3 years from award year

Date and amount of disbursement

3 years from award year

### **III. Electronic Documents and Records**

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods will be tested on a regular basis.

### **IV. Emergency Planning**

SEA’s records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping SEA operating in an emergency will be duplicated or backed up at least every week and maintained off site.

### **V. Document Destruction**

SEA’s Director of Finance and Administration is responsible for the ongoing process of identifying its records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

### **VI. Compliance**

Failure on the part of employees or contract staff to follow this policy can result in possible civil and criminal sanctions against SEA and its employees or contract staff and possible disciplinary action against responsible individuals. The Treasurer will periodically review these procedures with legal counsel or the organization’s certified public accountant to ensure that they are in compliance with new or revised regulations.

## Appendix F

### **Credit Card Policy**

#### **Credit Card Policy**

This document sets forth the guidelines to be followed when using a Sea Education Association (SEA) issued credit card. SEA reserves the right to amend any of these policies from time to time.

No set of general or detailed guidelines can be a substitute for personal ethics and sound judgment. Expenditures should be made with the assumption that those decisions and choices will be reviewed by your supervisor and by SEA's Director of Finance and Administration.

#### **GENERAL POLICY**

- Expenditures must be a necessary expense of SEA and an allowable charge to SEA's corresponding budgeted line item.
- Expenses of SEA may not be placed on an employee's personal credit card, unless the SEA card is not available (i.e. lost or stolen).
- Expenses must have a clear business purpose and be directly related to the goals and mission of SEA.
- Expenses must be reasonable and appropriate under the circumstances and in moderation and good taste.
- All expenses must be fully documented.
- SEA reserves the right to question any transaction and take appropriate action resulting from an inquiry.
- All incorrect charges or product returns are to be resolved promptly. Cardholders must not receive cash back for returns or exchanges. Returns or exchanges must be credited to the credit card account. A reimbursement check made payable to SEA will be accepted in some cases with the approval of your supervisor, the Business Manager, or the Director of Finance and Administration.

#### **PURCHASE AND EXPENSE GUIDELINES**

##### **The credit card is NOT intended:**

- For purchases over \$1,000 without prior approval from your supervisor.
- To avoid or bypass appropriate purchasing levels or payment procedures.
- For personal use of any kind.

##### **Typical purchases include the following:**

- Administrative/Office supplies
- Cleaning supplies
- Computer supplies

- Purchases under \$1,000
- Maintenance and repair items
- Printing expenses and supplies
- Software
- Subscriptions
- Reprints of Journal Articles
- Institutional dues and memberships
- Freight charges/Postage
- Conference registration fees
- Airline tickets
- Lodging/Hotel
- Vehicle rental for SEA business
- Fuel for SEA van or rental car
- Travel meals
- Food for SEA functions
- Parking

**RESTRICTED/INAPPROPRIATE PURCHASES INCLUDE THE FOLLOWING:**

- Personal expenses of any kind, including those while travelling
- Gasoline for personal vehicle/travel
- Alcoholic beverages without prior approval
- Excessive or extravagant costs (Exclusive restaurants/hotels, room service, private club fees, in room entertainment, valet parking etc.)
- Purchases \$1,000 and above without prior approval
- Fines for traffic or parking violations
- **No Cash advances (Unless prior approval or direction given previously by SEA's Business Office). Some SEA Corporate VISA card holders have a pin to use for this purpose.**
- Annual Maintenance Contracts, without prior approval
- Donations
- Cell phone bills

**PROCEDURES**

**EMPLOYEE CREDIT CARD REQUEST**

- The request for an employee credit card is initiated at the department manager level. The request can be made via email by the department manager and sent to the Director of Finance and Administration for

approval. Verbal requests are not acceptable. The approval is then forwarded to the Business Manager for processing.

- Upon receiving the approval, the Business Manager contacts the employee for any additional information needed to process the application. The card is usually received within 4-7 business days and is sent to the Business Manager. The employee is contacted to pick up the card and sign the Credit Card Policy and Agreement. This form is kept in the Business Office.

### **RECEIPTS AND DOCUMENTATION**

- Each credit card transaction must be supported with proper and complete documentation.
- The cardholder is expected to be responsible with receipts and record keeping.

#### **Receipts are to include the following:**

- Cardholder's first initial and last name
- SEA account number to be charged
- Name of Company or Business
- Date of Transaction
- Amount of Transaction
- Description of Item(s) purchased
- Special requirements for Food/Meal Receipts:
- Alcohol is not permitted without prior approval.
- No more than 20% tip should be given.
- Original detailed food receipts are required.
- Receipts and records will be retained by the Business Office for a period of 7 years.

### **CARDHOLDER REPORTING REQUIREMENTS**

- At the close of the credit card statement period (normally the 8th of each month), the cardholder or appointed individual is required to review and validate their credit card
- transactions. This can be done either on a copy of the credit card bill that is circulated by the Business Office, on SEA's Expense Report Form, or in another format that contains sufficient information to allow the Business Office to properly record the transaction.
- The report is signed by the cardholder or appointed individual and the report (with ORIGINAL receipts) is submitted to the appropriate manager for review and approval. If reviewed by the cardholder's manager, the manager is required to sign the credit card report to indicate approval and review of the transactions.
- **Reports are due in the Business office ASAP once the bill has closed and been distributed by the Business Manager.** The Business Office maintains the right to suspend the cardholder's account if the reports are not received in a regular and timely fashion.

## **SEA VISA CORPORATE CARDS**

If you are one of a small number of employees who have been issued an SEA Corporate Visa Card you have additional responsibilities with this purchasing device

A visa card is an easier target for fraudulent activity, as with the SEA AMEX card if your Visa Card is lost or you believe it is compromised you must notify the business office at SEA as soon as possible so that precautionary measures can be taken.

The Corporate American Express Cards should always be the default/chosen card. However, if the vendor does not accept the AMEX cards, please use the corporate Visa cards.

All accounting shall be turned into the business office after your department's approval. (i.e. track your expenses and get account numbers from the appropriate manager and report to the business office monthly). These responsibilities are the same as the AMEX cards.

## Appendix G

### **Written Information Security Program (WISP)**

Massachusetts passed a data protection law that is arguably one of the most stringent in the nation. Regulation 201 CMR 17.00 mandates that “every person who owns, licenses, stores or maintains personal information about a resident of the Commonwealth of Massachusetts shall be in full compliance” by the deadline of March 1, 2010. This law was spawned by cases of identity theft in the retail industry in Massachusetts. All persons and businesses with personal information must have an adequate protective system in place to prevent unauthorized access to personal information, including firewall and malware protection for computer systems and encryption of all data containing personal information transmitted through the public network or wirelessly. The Regulation contains stringent compliance obligations and defines severe penalties for non-compliance. We have prepared this written program to satisfy SEA’s obligations. The policies, practices and safeguards identified within this Program are specifically designed to secure and protect personal information from both internal and external risks. The mandatory measures contained within this program apply to personal information, as defined by 201 CMR 17.00, only.

#### **Objective:**

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

#### **Purpose:**

The purpose of the Program is to:

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

#### **1. Scope:**

In formulating and implementing the Program, we have (1) identified reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information; (2) assessed the likelihood and potential damages of these threats, taking into consideration the

sensitivity of the personal information; (3) evaluated the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks; (4) designed and implement a plan that put safeguards in place to minimize those risks, consistent with the requirements of 201 CMR 17.00; and (5) have and will regularly monitor the effectiveness of those safeguards.

## **2. Data Security Coordinator:**

We have designated the Director of Finance and Administration, to implement, supervise and maintain the Program. This designated employee (the "Data Security Coordinator") will be responsible for:

- a. Initial implementation of the Program
- b. Training employees
- c. Regular testing of the Program's safeguards
- d. Evaluating the ability of each of our third party service providers to protect, in the manner required by 201 CMR 17.00, the personal information to which we have permitted them access; and taking the steps reasonably necessary to ensure that such third party service provider is applying to such personal information protective security measures at least as stringent as those required to be applied to such information under 201 CMR 17.00

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

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

## **3. Internal Risks:**

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately:

### **Internal Threats**

- A copy of the Program will be distributed to each employee who have access to personal information who shall, upon receipt of the Program, acknowledge in writing that he/she has received a copy of the Program.
- There will be training of employees on the detailed provisions of the Program.
- All employees who have access to personal information will be required to comply with the provisions of this Program, and to prohibit any nonconforming use of personal information during or after employment; with mandatory disciplinary action to be taken for violation of security provisions of the Program (*The nature of the disciplinary measures may depend on a number of factors including the nature of the violation and the nature of the personal information affected by the violation*).
- The amount of personal information collected is limited to that amount reasonably necessary to accomplish our legitimate business purposes, or necessary to us to comply with other state or federal regulations.



- Access to records containing personal information is limited to those persons who are reasonably required to know such information in order to accomplish your legitimate business purpose or to enable us to comply with other state or federal regulations.
- Electronic access to user identification after multiple unsuccessful attempts to gain access is blocked.

All security measures shall be reviewed at least annually, or whenever there is a material change in our business practices that may reasonably implicate the security or integrity of records containing personal information. The Data Security Coordinator shall be responsible for this review and shall fully apprise management of the results of that review and any recommendations for improved security arising out of that review.

- Terminated employees must return all records containing personal information, in any form, that may at the time of such termination be in the former employee's possession (including all such information stored on laptops or other portable devices or media, and in files, records, work papers, etc.).
- A terminated employee's physical and electronic access to personal information must be immediately blocked. Such terminated employee shall be required to surrender all keys, ID's or access codes or badges, business cards, and the like, that permit access to the firm's premises or information. Moreover, such terminated employee's remote electronic access to personal information must be disabled; his/her voicemail access, email access, internet access, and passwords must be invalidated. The Data Security Coordinator shall maintain a highly secured master list of all lock combinations, passwords and keys.
- Current employees' user-IDs and passwords will be changed periodically.
- Access to personal information is restricted to active users and active user accounts only.
- Employees are encouraged to report any suspicious or unauthorized use of customer information.
- Whenever there is an incident that requires notification under M.G.L. c. 93H, §3, there shall be an immediate mandatory post-incident review of events and actions taken, if any, with a view to determining whether any changes in our security practices are required to improve the security of personal information for which we are responsible.
- Employees are prohibited from keeping open files containing personal information on their desks when they are not at their desks.
- At the end of the workday, all files and other records containing personal information must be secured in a manner that is consistently with the Program's rules for protecting the security of personal information.
- SEA stores personal information within a locked container within a locked office.
- Access to electronically stored personal information is electronically limited to those employees having a unique log-in ID; and re-log-in shall be required when a computer has been inactive for more than a few minutes.
- Visitors shall not be permitted to visit unescorted any area within our premises which contains personal information.
- Paper or electronic records (including records stored on hard drives or other electronic media) containing personal information shall be disposed of only in a manner that complies with M.G.L. c. 931.

#### **4. External Risks**

To combat external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory and are effective immediately:

## External Threats

- Consistent with the scope of SEA's business, its resources, and what is technically feasible, SEA has:
  - up-to-date firewall protection and operating system security patches, reasonably designated to maintain the integrity of the personal information, installed on all systems processing personal information;
  - up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, installed on all systems processing personal information.
- To the extent technically feasible, all personal information stored on laptops or other portable devices must be encrypted, as must all records and files transmitted across public networks or wirelessly, to the extent technically feasible. Encryption here means the transformation of data through the use of an algorithmic process, or an alternative method at least as secure, into a form in which meaning cannot be assigned without the use of a confidential process or key, unless further defined by regulation by the Office of Consumer Affairs and Business Regulation.
- All computer systems will be monitored for unauthorized use of or access to personal information.
- SEA has secure user authentication protocols in place, including: (1) protocols for control of user ID's and other identifiers; (2) a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices; (3) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect; (4) restriction of access to active users and active user accounts only; and (5) blocking of access to user identification after multiple unsuccessful attempts to gain access.
- The secure access control measures in place include assigning unique identifications plus passwords, which are not vendor-supplied default passwords, to each person with computer access to personal information.

SEA EDUCATION ASSOCIATION

WRITTEN INFORMATION SECURITY PROGRAM

ACKNOWLEDGEMENT OF RECEIPT

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of Sea Education Association's Written Information Security Program on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

SEA EDUCATION ASSOCIATION

WRITTEN INFORMATION SECURITY PROGRAM

CERTIFICATION OF TRAINING

I, \_\_\_\_\_, hereby acknowledge that I attended training on SEA Education Association's Written Information Security Program on \_\_\_\_\_, 20\_\_ and have become familiar with its provisions.

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

## Appendix H

### **Military Leave Policy**

This policy has been developed to provide general guidance on some of the current provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) pertaining to leave of absence, compensation, health insurance reinstatement and pension benefits for employees requesting a military leave of absence. SEA will comply with USERRA and this policy supersedes and replaces any previously issued Military Leave Policies whether in the Employee Handbook or elsewhere. As the laws change, or as interpretations of the laws change, Military Leave Benefits may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances which may arise when an employee is ordered to active duty. Therefore, as Military Leave situations arise, employees should consult with their supervisor and/or Human Resources for current and complete details regarding their Military Leave rights. Under USERRA, if a military member leaves a civilian job for service in the Uniformed Services, he/she is entitled to reemployment, provided he/she meets the laws eligibility criteria. USERRA applies to voluntary as well as involuntary service, in peacetime as well as wartime. The law applies to virtually all civilian employers, including SEA.

#### **Eligibility for Military Leave of Absence**

In accordance with USERRA, employees who “perform service in the Uniformed Services” are entitled to a leave of absence and reemployment rights. “Service in the Uniformed Services” means the performance of duty on a voluntary or involuntary basis in a Uniformed Service, including:

- Active duty (including reserve and guard members who have been called up)
- Active duty for training
- Initial active duty for training
- Inactive duty training
- Full time National Guard duty
- Absence from work for an examination to determine a person’s fitness for any of the above types of duty

#### **Procedures/Guidelines**

##### **Temporary (Two-Week) Military Leave**

In addition to the rights and benefits provided to employees taking Extended Military Leave (as described in this policy), eligible employees who must be absent from their job to perform service in a Uniformed Service for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days unpaid military leave. All benefits will continue during an employee’s temporary military leave.

##### **All Other (Extended) Military Leave**

Employees directed to participate in extended military duties in the U.S. Armed Forces as defined by USERRA exceeding ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years and will be entitled to the rights and benefits described below, subject to the procedures outlined below.

## **Procedures for all Military Leave**

1. The employee will provide Human Resources with notice that the employee will be engaging in military service, including, where feasible, a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity. Employees are requested to provide such notice within 30 days of active military service. Failure to provide adequate notice may render the employee ineligible for the rights and benefits described in this policy.
2. To request a temporary or extended military leave of absence, the employee should, unless prevented from doing so by military necessity, obtain a Request for Leave of Absence Form from Human Resources.
3. Human Resources will review and sign the Request for Leave of Absence Form, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.
4. Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation time during their absence.
5. When the employee intends to return to work, he /she must see Human Resources for a reemployment process within the application period set forth below.

## **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the employee and covered dependents can continue group health insurance up to 24 months at 100% of the overall (both employer and employee) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an employee and/or an employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.

1. Any group term life/AD&D insurance, if applicable, provided by SEA, will terminate the day the employee becomes active military.
2. Any group long-term disability insurance, if applicable, provided by SEA will terminate the day the employee becomes active military.
3. Employees do not accrue vacation or other forms of paid time off while on military leave of absence status.
4. With respect to SEA's retirement benefit; upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be processed as not having incurred a break in service. Immediately upon reemployment, the employee may, at the employee's election, make any or all employee contributions the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period beginning with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated SEA match for such contributions.

## **Reemployment**

To have reemployment rights following a period of service in the Uniformed Services, an employee must have

provided timely notice to Human Resources when they were leaving their job for service in the Uniformed Services.

- The period of service must not have exceeded five (5) years
- You must have been released from service under “honorable conditions”
- You must have reported back to work and have submitted a timely application for reemployment.

If these conditions are met, an employee will be reinstated to employment in the following manner depending upon the employee’s period of military service:

1. Less than 91 days of military service – (i) in a position the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by SEA, in the position in which the employee had been employed prior to military service.
2. More than 90 days and less than 5 years of military service – (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by SEA, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
3. Employee with a service-connected disability – if after reasonable accommodation efforts by SEA, an employee with a service – connected disability is not qualified for employment in the position he/she would have attained or in the position he/ she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by SEA; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee’s situation.

### **Application for Reemployment**

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

1. If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) – the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee’s residence.
2. If service is for 31 days or more but less than 180 days – the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
3. If service is over 180 days – the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
4. If the employee is hospitalized or convalescing from a service-connected injury – the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.

### **Exceptions to Reemployment**

In addition to the employee’s failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. SEA’s circumstances have so changed as to make reemployment impossible or unreasonable.

2. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
3. The employee did not receive an honorable discharge from military service.

### **General Benefits Upon Reemployment**

Employees reemployed following military leave will receive seniority and other benefits determined by seniority which the employee had prior to military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.

#### Documentation

SEA will request, upon the employee's reapplication for employment, that the employee provide SEA with military discharge documentation which establishes the timeliness of the application for reemployment and length and character of the employee's military service. The Military Leave request form follows.



**MILITARY LEAVE REQUEST**

INSTRUCTIONS: Use this form to request leave for military training and active military duty.

**TO BE COMPLETED BY EMPLOYEE**

Employee Name \_\_\_\_\_

Department \_\_\_\_\_

Position \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Branch of Military     Army                     Navy                     Army Reserve  
                                  Marines                 Air Force                 Coast Guard  
                                  National Guard     Other

Name of military unit issuing orders: \_\_\_\_\_

Order Number: \_\_\_\_\_

Date ordered to report to active duty: \_\_\_\_\_

Anticipated date of return to work: \_\_\_\_\_

(Employee is requested to contact \_\_\_\_\_ upon return from active duty if employee is not ready by anticipated date indicated above. This will assist in planning for the employee's return to work.)

**Please attach copy of military orders if available.**

**Person to contact, as necessary, while employee is on active military duty:**

Name: \_\_\_\_\_  
Relationship to Employee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Signature of Employee: \_\_\_\_\_  
Date: \_\_\_\_\_

**TO BE COMPLETED BY \_\_\_\_\_**

Date form received: \_\_\_\_\_  
Date employee provided with  
Military Policy: \_\_\_\_\_  
Current vacation leave balance: \_\_\_\_\_  
Current sick leave balance: \_\_\_\_\_  
Any other paid leave balance: \_\_\_\_\_  
Base compensation at time of military leave: \_\_\_\_\_

Has all salary wages been paid to employee on last day of work prior to military leave?  
\_\_\_\_ Yes      \_\_\_\_ No

Did employee request pay for vacation leave upon start of military leave?  
\_\_\_\_ Yes      \_\_\_\_ No

If yes, date vacation leave paid or to be paid: \_\_\_\_\_

Other benefits employee qualifies for as start of military leave:

Medical Coverage Plan: \_\_\_\_\_

Level of Coverage

(employee only, 2-person, family): \_\_\_\_\_

Has employee paid normal employee contributions for the first 31-day period? \_\_\_\_\_ Yes \_\_\_\_\_ No

Did employee elect COBRA-like continuation?

\_\_\_\_\_ Yes \_\_\_\_\_ Date of Election

\_\_\_\_\_ Level of coverage

\_\_\_\_\_ No. \_\_\_\_\_ Last day of coverage

Is employee a participant of SEA's 401K Plan? \_\_\_\_\_ Yes \_\_\_\_\_ No

Any other benefits employee qualifies for: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix I

### **Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act, eligible employees may take up to 12 weeks of unpaid, job-protected leave in a year, known as "family and medical leave."

#### **Eligibility**

To be eligible for family and medical leave, employees *must*:

1. Have worked at least 12 months for SEA;
2. Have worked at least 1,250 hours for SEA over the previous 12 months
3. Work at a location where there are at least 50 employees within 75 miles

#### **Covered Conditions**

Family and medical leave must involve one or more of the following reasons:

1. To care for a newly born child or child placed with the employee for adoption or foster care
2. To care for an immediate family member (spouse, child, parent) with a serious health condition
3. The employee has a serious health condition which makes the employee unable to perform the his/her job duties

#### **Duration of Leave**

Eligible employees may receive up to 12 workweeks of *unpaid* leave during any "rolling" 12-month period, measured backward from the date of any family and medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Eligible employees may take family and medical leave intermittently -- which means taking leave in blocks of time or reducing your normal weekly or daily work schedule -- whenever it is *medically necessary* to care for a seriously ill family member, or because you are seriously ill and unable to work. Intermittent leave is *not* permitted for birth of a child or placement of a child for adoption or foster care.

Subject to certain conditions, eligible employees may choose (or SEA may require) to use accrued paid leave (such as sick time or vacation leave) concurrently with some or all of the family and medical leave.

#### **Health Benefits**

SEA will maintain coverage for eligible employees and their families (if applicable) under the group health plan during your family and medical leave. This coverage will be provided if you or your family were covered under the plan before the leave was taken and on the same terms as if you had continued to work. Where appropriate, you must make arrangements with Human Resources to pay your share of health plan premiums while on leave. In some instances, SEA may recover premiums it paid to maintain health coverage for an employee and family.

## **Job Restoration**

Upon returning from a family and medical leave, eligible employees will normally be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, use of family and medical leave cannot result in the loss of any employment benefit which employees earned or were entitled to before using family and medical leave.

## **Notice and Medical Certification**

When seeking family and medical leave, employees may be required to provide:

1. Thirty (30) days advance notice of the need to take family and medical leave, if the need is foreseeable.
2. Medical documentation supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. Second or third medical opinions and periodic recertification (at SEA's expense) may also be required.
3. Periodic reports during the leave regarding the employee's status and intent to return to work.
4. Medical certification of fitness for duty before returning to work, if the leave was due to your health condition.

When leave is needed for planned medical treatment of the employee or the employee's immediate family, the employee will schedule the treatment so the leave for such care will not unduly disrupt SEA's operation.

## REQUEST FOR FAMILY & MEDICAL LEAVE

Name: \_\_\_\_\_ Employee#: \_\_\_\_\_

Dept.: \_\_\_\_\_ Facility: \_\_\_\_\_ Position: \_\_\_\_\_

Manager: \_\_\_\_\_ Date Completed: \_\_\_\_\_

### ELIGIBILITY

Eligible employees are entitled under the Family and Medical Leave Act (FMLA) to up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons. Submit this request form to Sally Hampton at least 30 days before leave is to commence, when practicable. When submission of the request 30 days in advance is not practicable, submit the request as early as is practicable. The employer reserves the right to deny or postpone leave for failure to give appropriate notice when such denial/postponement would be permitted under federal or state law.

1. Have you worked for SEA for a total of 12 months or more?  
[ ] Yes [ ] No (if "yes", continue to next question. If "no", stop here.)
2. During the past 12 months, have you worked at least 1,250 hours? (approximately eight months of 40-hour weeks or one year of 25-hour weeks) [ ] Yes [ ] No (if "yes" continue to next question. If "no" stop here)
3. Have you previously received medical or family leave? [ ] Yes [ ] No (If yes, provide information below :)  
Date of Leave: From \_\_\_\_\_ to \_\_\_\_\_
4. Purpose of leave: \_\_\_\_\_ Have you taken any intermittent leave? [ ] Yes [ ] No  
Have you taken time off from scheduled hours? [ ] Yes [ ] No  
If "yes" provide details: \_\_\_\_\_

### SECTION # 1

This leave is requested for the following reason(s) (please check)

[ ] The birth of my child and/or care of a newborn child. My child is expected/was born on \_\_\_\_\_.

[ ] The placement of a child with me for adoption or foster care. This placement will take/took place on \_\_\_\_\_.

[ ] My own serious health condition which renders me unable to perform the essential functions of my job\*.

(\*Medical certification from treating healthcare provider must be submitted within 15 days of request for Family/Medical Leave.)

- To care for my child, spouse or parent who has a serious health problem\*. (\*Medical certification from treating healthcare provider must be submitted within 15 days or request for Family/Medical Leave.)
- A covered family member's active duty or call to active duty in the Armed Forces
- To care for a covered injured or ill service member

When family leave is needed to care for a seriously ill family member, the employee shall outline the care he/she will provide below.

**SECTION # 2**

Under the **Family Medical Leave Act**, time requested (please check)

A single period leave from \_\_\_\_\_ to \_\_\_\_\_.

An intermittent leave of absence (separate blocks as follows): \_\_\_\_\_.

I agree to submit the "Leave of Absence" form for each day I am absent due to my FMLA Qualifying Reason.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

I agree to contact my manager and provide sufficient notice of my absence and also provide enough information so it can be determined that my absence is for a FMLA Qualifying Reason. Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Reduced schedule leave (reduced hours per week or per workday as follows): \_\_\_\_\_

This leave will be paid if accruals are available, otherwise the leave is unpaid.

**EMPLOYEE PLEASE READ, DATE AND INITIAL (IN EACH SHADED AREA) SECTIONS # 3 THROUGH # 12 as applicable.**

**SECTION # 3:** Initials: \_\_\_\_\_ Date: / /

I understand that the FMLA policy is available to me in the Employee Policy and Procedures Manual.

**SECTION # 4:** Initials: \_\_\_\_\_ Date: / /

I understand that I may be required to have my healthcare provider complete the Fitness to return to work certification. A written recertification may be required (every 30 days) and at the conclusion of the leave. A second or third opinion may be requested (at the expense of the employer) to support /validate a medical condition/disability. If the second opinion differs from the employee's original medical certification, a third opinion

may be required. The third opinion will be mutually chosen by the employee and employer, and the medical determination rendered, will be binding.

**SECTION # 5:** Initials: \_\_\_\_\_ Date: / /

I understand that I must schedule an appointment and provide clearance from my healthcare provider that details my serious health condition and ability to return to work. This is applicable for lost time /extended leave of absence.

**REQUEST FOR FAMILY & MEDICAL LEAVE - continued**

**SECTION # 6:** Initials: \_\_\_\_\_ Date: / /

**\*\*FAMILY/MEDICAL LEAVE RUN CONCURRENTLY WITH ALL OTHER APPLICABLE LEAVES\*\***

**SECTION # 7:** Initials: \_\_\_\_\_ Date: / /

I understand that I must provide 30 days advance notice when the leave is foreseeable.

**SECTION # 8:** Initials: \_\_\_\_\_ Date: / /

I understand that my health insurance will be maintained while I am on a family/medical leave, but I am responsible for any co-payments, insurance premiums and/or other elected deductions. I agree to pay my premiums to my employer and establish a payment plan.

**SECTION # 9:** Initials: \_\_\_\_\_ Date / /

“Key Employees” are highly compensated and among the top 10% of salaried employees.

“Non-Key Employees” will be reinstated to their previous position if leaves are 12 work weeks or less.

**SECTION # 10:** Initials: \_\_\_\_\_ Date: / /



Extensions of leave should be applied for **at least two weeks** before the **expiration of the Family/Medical Leave**. Notification must be **in writing** to my manager and to the Integrated Disability Management Services. Extensions of leaves will be according to contractual language.

**SECTION # 11**            Initials: \_\_\_\_\_ Date: / /

If the need for a FMLA continues to exist in a subsequent calendar year, a new request for FMLA must be completed. An employee must recertify and requalify each calendar year no later than January 30.

**SECTION # 12: EMPLOYEE STATEMENT**

I agree to return to work on \_\_\_\_\_. If circumstances change such that I will not be able to return to work on that date, I agree to inform my employer submitting a written NOTICE TO EMPLOYER OF CHANGES IN APPROVED MEDICAL OR FAMILY LEAVE. If I do not return on the date and do not notify SEA of a need for an extension, I will be considered to have voluntarily terminated my employment. I understand that my benefits will continue during my leave and that I will arrange to pay my share of applicable premiums.

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

EMPLOYER RESPONSE TO EMPLOYEE  
REQUEST FOR FAMILY OR MEDICAL LEAVE  
(Under Family and Medical Leave Act of 1993)

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
Employee Name

FROM: \_\_\_\_\_  
Executive Director

FACILITY: \_\_\_\_\_

1. On \_\_\_\_\_ (date), you notified us of your need to take family/medical leave due to:

[ ] the birth of a child, or the placement of a child for adoption or foster care; or

- a serious health condition that you need care for; or  
 a serious health condition affecting your ( ) spouse, ( ) child, ( ) parent,  
for which you are needed to provide care.

- a covered family member's active duty or call to active duty in the Armed Forces.  
 to care for an injured or ill service member

You notified us that you need this leave beginning on \_\_\_\_\_ (date) and that you expect leave to continue until on or about \_\_\_\_\_ (date).

2. Except as explained below, you have a right under the FMLA for up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the reasons listed above. Also, your health insurance benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
3. Medical Certification  has  has not been provided by your health care provider. Failure to provide medical certification within fifteen (15) days from signing the FMLA Request form, maybe considered as being absent without leave. Obtaining medical certification is the sole responsibility of the employee.
4. This is to inform you that: (check appropriate boxes; explain where indicated)
- You are  eligible  not eligible for leave under the FMLA. If eligible, this is a provisional leave pending receipt of the Medical Certification. The Medical Certification must substantiate that the leave qualifies as FMLA.
  - The requested leave  will  will not be counted against your annual FMLA leave entitlement.
  - You  have  have not been employed at least twelve (12) months.
  - You  have  have not worked 1,250 hours doing a previous twelve (12) months.
5. We  will  will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply (explain):
6. (a) If you normally pay for a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: (set forth dates, e.g., the 10<sup>th</sup> of each month, or pay periods, etc., that specifically cover the agreement with the employee.)
- (b) You have a 30-day grace period in which to make payment. If payment has not been made timely, your

group health insurance may be canceled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave and recover these payments from you upon your return to work.

7. You will be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until such certification is provided.
8. (a) You  are  are not a “key employee” as described in Paragraph 825.218 of the FMLA regulations. If you are a “key employee”, restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us.  
  
(b) We  have  have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Explain (a) and/or (b) below):
9. You will be required to furnish us with periodic reports of your status and intent to return to work every thirty (30) days while on FMLA leave. If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you will be required to notify us at least two work days prior to the date you intend to report to work.
10. You will be required to furnish recertification every thirty (30) days relating to a serious health condition. (Explain below, if necessary.)

**Instructions:**

**Human Resources/Immediate Supervisor:** Give this form to the employee along with the job description.

**Employee:** Have your health care provider review your attached job description and ask him/her to complete this form. Return the completed form to Human Resources before you return to work.

**Health Care Provider:** Please review the attached job description for this employee, complete this form, and return it to the patient.

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

**Date the condition began:** \_\_\_\_\_

**Please check one of the following:**

- The employee is able to work a full, regular schedule with no restrictions, beginning \_\_\_\_\_ (date)
- The employee is unable to return to work until \_\_\_\_\_ (date)
- The employee is able to return to work on a reduced schedule for \_\_\_ hours a day from \_\_\_\_\_ (date) through \_\_\_\_\_ (date).
- The employee is able to return to work with restrictions from \_\_\_\_\_ (date) through \_\_\_\_\_ (date).

**Please indicate restrictions, if any, below for:**

Standing (number of hours): \_\_\_\_\_  
Walking (number of hours): \_\_\_\_\_  
Sitting (number of hours): \_\_\_\_\_  
Lifting (number of pounds): \_\_\_\_\_

Carrying (number of pounds): \_\_\_\_\_

Use of hands (repetitive motions, pushing, pulling): \_\_\_\_\_

**Any other restrictions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Health Care Provider: \_\_\_\_\_

Printed Name of Health Care Provider: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix J**

### **ADA OPEN DOOR POLICY**

#### **PURPOSE**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of SEA to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is SEA's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

#### **PROCEDURES**

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

SEA is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is SEA's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, SEA will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, who has made SEA aware of his/her disability, provided that such accommodation does not impose an undue hardship on SEA, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

Employees with a disability who believe they require a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. SEA encourages individuals with disabilities to come forward and request reasonable accommodations.

#### **Procedure for Requesting an Accommodation**

On receipt of an accommodation request, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that SEA might make to help overcome those limitations. This may include documentation or communication with your healthcare provider to determine the nature of the disability and necessary accommodations.

SEA will determine the feasibility of the requested accommodation considering various factors, including but not limited to the nature and cost of the accommodation, outside funding, SEA's overall financial resources and organization, and the accommodation's impact on the operation of SEA, including its impact on the ability of other employees to perform their duties and on SEA's ability to conduct business.

SEA will inform the employee of its decision regarding accommodations within a reasonable period of time. If the accommodation request is denied, the employee will be advised of his/her right to appeal the decision by submitting a written statement explaining the reasons for the request, and any documentation of the disability and need for accommodation that the employee may have. If the request on appeal is denied, the decision is final.

The ADA does not require SEA to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

All employees are required to comply with SEA's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on such an ADA recognized disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

#### **COMPLAINT POLICY**

This Policy is established to meet the requirements of the Americans with Disabilities Act. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in employment practices and policies or the provision of services, activities, programs, or benefits by SEA.

Any employee wishing to file a complaint alleging discrimination due to an ADA protected disability, should do so in writing and contain information about the alleged discrimination such as name, address, telephone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the person affected and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Patty Anessi, ADA Coordinator

Sea Education Association  
171 Woods Hole Road  
Falmouth, MA 02540  
**Phone: 800-552-3633**

Within 15 calendar days after receipt of the complaint, the ADA Coordinator will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the ADA Coordinator will respond in writing and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of SEA and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision of the ADA Coordinator within 15 calendar days after receipt of the response to Human Resources Manager or his or her designee.

Within 15 days after receipt of the appeal, the Human Resources Manager (or his/her designee) will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after meeting, the Human Resources Manager (or his/her designee) will respond in writing and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.



## APPENDIX K

### **Domestic Violence Victim Leave Policy**

SEA provides Domestic Violence Victim Leave in accordance with the Massachusetts law entitled “An Act relative to Domestic Violence”.

If an employee or a covered family member of the employee is a victim of abusive behavior as defined by the Law then the Corporation will provide the employee up to 15 days of unpaid leave in any 12 month period.

#### **Important Definitions:**

- (a) “Abuse” is defined as attempting to cause or causing physical harm; placing another in fear of imminent serious physical harm; causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child; engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; depriving another of medical care, housing, food or other necessities of life; or restraining the liberty of another.
- (b) “Abusive Behavior” includes domestic violence, stalking, sexual assault, and kidnapping.
- (c) “Domestic Violence” is defined as abuse against an employee or the employee’s family member by a current or former spouse of the employee or the employee’s family member; a person with whom the employee or the employee’s family member shares a child in common; a person who is cohabitating with or has cohabitated with the employee or the employee’s family member; a person who was related by blood or marriage to the employee; or a person with whom the employee or the employee’s family member has or had a dating or engagement relationship.
- (d) “Family Member” includes persons married to one another; persons in a substantive dating or engagement relationship or who reside together; persons having a child in common; a parent, step-parent, step-child, child, sibling, grandparent or grandchild; or persons in a guardianship relationship.

Whenever an employee or one of our employee’s family members is a victim of abusive behavior then Domestic Violence Leave can be used for the following purposes:

- (a) to seek or obtain medical attention, counselling, victim services or legal assistance;
- (b) secure housing;
- (c) to obtain a protective order from a Court;
- (d) to appear in Court or before a Grand Jury;
- (e) to meet with a District Attorney or other law enforcement officials;
- (f) or to attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or his/her family member.

Employees who take Domestic Violence Leave must exhaust all sick and vacation leave before they can take any unpaid leave.

Except in cases of imminent danger to health or safety, the employee must provide advance notice of a need for leave, unless there is a threat of imminent danger to the health or safety of the employee or a member of the employee's family.

The employee requesting Domestic Violence Leave will be required to provide documentation showing the need for Domestic Violence Leave.

Employees who need to take an unscheduled absence for reasons protected under the Law have 30 days to provide proof of their need for leave to SEA.

Employees who take leave under the Law will not lose any benefit that they are otherwise entitled to and will be entitled to be restored to their original job or an equivalent position.

SEA will not retaliate against any employee who exercises his/her right to take Domestic Violence Leave. All information related to the employee's leave is kept confidential and will be disclosed only to the extent that it is requested or consented to, in writing, by the employee; ordered to be released by a court of confident jurisdiction; otherwise required by applicable federal or state law; required in the course of an investigation authorized by law enforcement, including but not limited to, an investigation by the Attorney General; or necessary to protect the safety of the employee or others employed at the workplace.

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