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**Art & Science Academy**

**Staff Handbook**

**August 19, 2021**

**TABLE of CONTENTS**

[1.0 Welcome 4](#_Toc79760527)

[1.1 Welcome Message 4](#_Toc79760528)

[1.2 At-Will Employment 4](#_Toc79760529)

[2.0 Introductory Language and Policies 5](#_Toc79760530)

[2.1 About the Company 5](#_Toc79760531)

[2.2 Company Facilities 5](#_Toc79760532)

[2.3 Ethics Code 5](#_Toc79760533)

[2.4 Mission Statement 5](#_Toc79760534)

[2.5 Organization Policy 6](#_Toc79760535)

[2.6 Revisions to Handbook 6](#_Toc79760536)

[3.0 Hiring and Orientation Policies 6](#_Toc79760537)

[3.1 Conflicts of Interest 6](#_Toc79760538)

[3.2 Employment of Relatives and Friends 6](#_Toc79760539)

[3.3 Job Descriptions 6](#_Toc79760540)

[3.4 New Hires and Introductory Periods 7](#_Toc79760541)

[3.5 Training Program 7](#_Toc79760542)

[3.6 Employment Authorization Verification 7](#_Toc79760543)

[3.7 Recruitment and Hiring 7](#_Toc79760544)

[3.8 Employment Classifications 7](#_Toc79760545)

[Exempt Employees 8](#_Toc79760546)

[Non-Exempt Employees 8](#_Toc79760547)

[Introductory Employee 8](#_Toc79760548)

[Full-Time Employee 8](#_Toc79760549)

[Part-Time Employee 8](#_Toc79760550)

[Casual Employee 8](#_Toc79760551)

[Independent Contractors 8](#_Toc79760552)

[3.9 Disabled Defined 8](#_Toc79760553)

[4.0 Wage and Hour Policies 8](#_Toc79760554)

[4.1 Attendance Policy 8](#_Toc79760555)

[4.2 Business Expenses Policy 9](#_Toc79760556)

[4.3 Direct Deposit 9](#_Toc79760557)

[4.4 Introduction to Wage and Hour Policies 9](#_Toc79760558)

[4.5 Job Abandonment 9](#_Toc79760559)

[4.6 Paycheck Deductions 9](#_Toc79760560)

[4.7 Recording Time 10](#_Toc79760561)

[4.9 Use of Employer Credit Cards 10](#_Toc79760562)

[5.0 Performance, Discipline, Layoff, and Termination 11](#_Toc79760563)

[5.1 Criminal Activity/Arrests 11](#_Toc79760564)

[5.2 Exit Interview 11](#_Toc79760565)

[5.3 Open Door/Conflict Resolution Policy 11](#_Toc79760566)

[5.4 Outside Employment 11](#_Toc79760567)

[5.5 Pay Raises 11](#_Toc79760568)

[5.6 Performance Improvement 12](#_Toc79760569)

[5.7 Post-Employment References 12](#_Toc79760570)

[5.8 Promotions 12](#_Toc79760571)

[5.9 Resignation Policy 12](#_Toc79760572)

[5.10 Standards of Conduct 12](#_Toc79760573)

[5.11 Transfers 13](#_Toc79760574)

[5.12 Workforce Reductions (Layoffs) 13](#_Toc79760575)

[6.0 General Policies 14](#_Toc79760576)

[6.1 Computer Security and Copying of Software 14](#_Toc79760577)

[6.2 Employer Sponsored Social Events 14](#_Toc79760578)

[6.3 Employer-Provided Cell Phone/Mobile Device Policy 14](#_Toc79760579)

[6.4 Non-Solicitation/Non-Distribution Policy 14](#_Toc79760580)

[6.5 Off-Duty Use of Employer Property or Premises 15](#_Toc79760581)

[6.6 Dress Code and Personal Appearance 15](#_Toc79760582)

[6.7 Personal Cell Phone/Mobile Device Use 16](#_Toc79760583)

[6.8 Personal Data Changes 16](#_Toc79760584)

[6.9 Security 16](#_Toc79760585)

[6.10 Social Media Policy 16](#_Toc79760586)

[6.11 Third Party Disclosures 18](#_Toc79760587)

[6.12 Use of Company Technology 18](#_Toc79760588)

[Responsibilities and Obligations 19](#_Toc79760589)

[Violation of this Policy 19](#_Toc79760590)

[Email 19](#_Toc79760591)

[6.13 Workplace Privacy and Right to Inspect 20](#_Toc79760592)

[6.14 Inclement Weather 20](#_Toc79760593)

[6.15 Workspace 20](#_Toc79760594)

[6.16 Classroom/Office Equipment 20](#_Toc79760595)

[6.17 Medical Procedures 21](#_Toc79760596)

[7.0 Compensation and Payroll 21](#_Toc79760597)

[7.1 Payroll 21](#_Toc79760598)

[Payroll Practices 21](#_Toc79760599)

[Salary Deductions and Withholding 21](#_Toc79760600)

[Direct Deposit 22](#_Toc79760601)

[7.2 Benefits 22](#_Toc79760602)

[General 22](#_Toc79760603)

[Medical Insurance 22](#_Toc79760604)

[Employee Contributions 22](#_Toc79760605)

[7.3 Holidays, Vacation, and Other Leave 22](#_Toc79760606)

[Religious Observance 22](#_Toc79760607)

[Vacation for non-teaching full time employees: 22](#_Toc79760608)

[Eligibility 22](#_Toc79760609)

[Procedure 22](#_Toc79760610)

[Personal Leave (Non-Teachers and Licensed Staff) 23](#_Toc79760611)

[Notification Procedures 23](#_Toc79760612)

[Bereavement Leave 23](#_Toc79760613)

[Military Service Leave 23](#_Toc79760614)

[Family and Medical Leave 23](#_Toc79760615)

[Military Caregiver Leave 24](#_Toc79760616)

[Qualifying (Military) Exigency Leave 24](#_Toc79760617)

[Jury Duty 24](#_Toc79760618)

[Appearance as a Witness 24](#_Toc79760619)

[Voting 24](#_Toc79760620)

[8.0 Safety and Loss Prevention 24](#_Toc79760621)

[8.1 Drug and Alcohol Policy 24](#_Toc79760622)

[8.2 General Safety Policy 25](#_Toc79760623)

[8.3 Policy Against Workplace Violence 25](#_Toc79760624)

[Minnesota Policies 27](#_Toc79760625)

[Hiring and Orientation Policies 27](#_Toc79760626)

[Disability Accommodation 27](#_Toc79760627)

[EEO Statement and Non-Harassment Policy 27](#_Toc79760628)

[Religious Accommodation 29](#_Toc79760629)

[Wage and Hour Policies 30](#_Toc79760630)

[Accommodations for Nursing Mothers 30](#_Toc79760631)

[Overtime 30](#_Toc79760632)

[Pay Period 30](#_Toc79760633)

[Wage Disclosure Protection 31](#_Toc79760634)

[Disciplinary Process 31](#_Toc79760635)

[General Policies 31](#_Toc79760636)

[Access to Personnel and Medical Records Files 31](#_Toc79760637)

[Benefits 32](#_Toc79760638)

[Bone Marrow Donation Leave Policy 32](#_Toc79760639)

[Jury Duty Leave 32](#_Toc79760640)

[Pregnancy and Parenting Leave 32](#_Toc79760641)

[School Conference and Activities Leave 33](#_Toc79760642)

[Sick and Safety Leave Policy 34](#_Toc79760643)

[Victim and Witness Leave 34](#_Toc79760644)

[Voting Leave 35](#_Toc79760645)

[Safety and Loss Prevention 35](#_Toc79760646)

[Nonsmoking Policy 35](#_Toc79760647)

[Closing Statement 36](#_Toc79760648)

[Acknowledgment of Receipt and Review 37](#_Toc79760649)

1.0 Welcome

1.1 Welcome Message

Art and Science Academy would like to welcome you as an employee at the school. It is our hope that your contributions will add to our goal of becoming one of the premier art and science integration schools in Minnesota. If this is your first time working in a school, you might find there are some differences from working in the private sector but if you have any questions your immediate supervisors are available to help provide guidance. For those of you who have already worked in schools before, but this is your first charter school, in general you will find many of the practices the same as in a regular public district as we have to adhere to many of the same regulations and guidelines, however there might be some differences that might take some period of adjustment. We just ask for people to keep an open mind to a different environment. And lastly to those who have worked in charter schools before, you will find many similarities here at ASA and also many differences as each charter has its own character and culture. We hope the time you spend here at ASA will be a productive one.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement (CBA), the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook. If there is no mention in the CBA on the particular issue, then this handbook and district policies will be in effect.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The School reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Kevin Fitton.

Welcome again,

Kevin Fitton, Executive Director
Art & Science Academy

1.2 At-Will Employment

Your employment with Art & Science Academy is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Executive Director has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Executive Director.

If a written contract between you and the School is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

The Art and Science Academy school program was developed over a three-year period, on research- backed foundational teaching and learning practices and with the intent of offering a curriculum that is more experiential and personally appealing to students. We believe that student motivation and desire to learn is not just a relevant topic of consideration for school leaders but a critical one. How many of us would be successful spending time in an environment with little personal appeal and with minimal opportunities to learn and work on topics and projects of high personal interest? Sadly, as many students progress through grade school the level of interest and joy of learning begins to deteriorate significantly. Many students enter the high school years dangerously disengaged in academics and often despise going to school. Many studies and reports on student dropout rates verify this claim. For example, a Civic Enterprise report titled “Silent Epidemic” points out that each year, almost one third of all public high school students fail to graduate from public high school with their class. The report describes the primary reason that nearly half of the young adults give for dropping out of school is that classes are “uninteresting” and that students reported being bored and disengaged in school.

2.2 Company Facilities

Art and Science Academy has two buildings, the Elementary School serving grades kindergarten through fourth grades at 903 6th Ave. Ct. NE, and the Middle School serving grades five through eight at 1005 7th Ave. NE, both in Isanti.

2.3 Ethics Code

Art & Science Academy will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the School.

We expect that officers, directors, and employees will not knowingly misrepresent the School and will not speak on behalf of the School unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.4 Mission Statement

The mission of Art and Science Academy is to provide outstanding artistic and scientific programs.

2.5 Organization Policy

2.6 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Art & Science Academy policies and procedures. The handbook is not a contract. The School reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Art & Science Academy is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the School, you must disclose it to your Administrators. If an actual or potential conflict of interest is determined to exist, the School will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Art & Science Academy. It is your obligation to inform the School of any such potential conflict so the School can determine how best to respond to the particular situation.

3.3 Job Descriptions

Art & Science Academy attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Administrators.

Job descriptions prepared by the School serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the School may have to revise, add to, or delete from your job duties per business needs. On occasion, the School may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Administrators.

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Art & Science Academy and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the School can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Training Program

To help you become familiar with the Art and Science Academy and our way of doing things, the ED or designee will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the School may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Art & Science Academy. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Administrators.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

3.7 Recruitment and Hiring

The Art and Science Academy’s primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our School.

3.8 Employment Classifications

The following terms will be used to describe employment classifications and status

Exempt Employees

An exempt employee is a salaried employee earning at least $23,600 a year or $455 per week who holds an administrative, professional, or management position. Exempt employees are not subject to the overtime pay provisions of the Fair Labor Standards Act (FLSA). Certain outside salespersons and a few other job categories are also exempt. Further information on FLSA is available from the Executive Director.

Non-Exempt Employees

All hourly employees are non-exempt employees. Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) are likewise not exempt.

Introductory Employee

Employees with less than 90 calendar days of service. The school reserves the right to cancel employment of any introductory employee during this period for any reason.

Full-Time Employee

Full-time employees are those who have completed their Introductory Period and are regularly scheduled to work at least 35 hours per week.

Part-Time Employee

Part-time employees are those who have completed their introductory period and are regularly scheduled to work at least 20 but fewer than 35 hours per week. Part-time employees who work more than 30 hours per week, are eligible for School paid benefits.

Casual Employee

Employees who work on an occasional or as needed basis. Substitute teachers are examples of casual employees. Casual employees are generally not eligible for benefits.

Independent Contractors

Persons hired by the School to perform a particular job, typically for a limited time period. These persons may be self-employed, or they may work for an outside agency. Independent contractors are not eligible for School benefits, and they are not considered employees of Art and Science Academy.

3.9 Disabled Defined

An applicant or employee is considered disabled if he or she (1) actually has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position

4.0 Wage and Hour Policies

4.1 Attendance Policy

It is important for you to report to work on time and to avoid unnecessary absences. Art and Science Academy Inc. recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness put an unnecessary strain on your coworkers and can have a negative impact on the success of the School.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your teaching team and the school director or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a message on voicemail, you must provide a number where your supervisor may reach you if need be. Some, but not all, absences are compensated under the School’s leave and benefits policies described in Part 4 below.

You are expected to be at your workspace at the beginning of each business day. If you are delayed, you must notify your teaching team and call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

4.2 Business Expenses Policy

The purpose of this policy is to define approved business expenses and the authority for incurring and approving such expenses at Art & Science Academy.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal School procurement processes.

All reimbursements need to be approved *before* any purchases are made. Employees will be responsible for costs put in for reimbursement if not prior approved by the ED or designee. No school employee has the right to obligate the school to purchases outside of approved procurement procedures including reimbursement.

4.3 Direct Deposit

Art & Science Academy encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Office Manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, paycheck details will be provided online to you on paydays described in the preceding sections in lieu of a check.

4.4 Introduction to Wage and Hour Policies

At Art & Science Academy, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Administrators.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Art & Science Academy.

4.6 Paycheck Deductions

Art & Science Academy is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Administrators. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.7 Recording Time

* Art & Science Academy is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the School has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using School online timekeeping through Kpay or manual timesheet if needed. Exempt employees may also be required to track days or time worked. Speak with your Administrators for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established School procedures for recording your hours worked. Time must be recorded as follows:
* Immediately before starting your shift.
* Immediately after finishing work, before your meal period.
* Immediately before resuming work, after your meal period.
* Immediately after finishing work.
* Immediately before and after any other time away from work.

Time sheets are due on a semi-monthly basis. Check with your direct supervisor for details specific to your position.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Administrators or Office Manager of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Administrators any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.9 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Art & Science Academy will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Submit all sales receipts generated by use of the School credit card immediately as is reasonable to the business office. Your School credit card may not be used for personal reasons. Use of the School credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the School will be the cardholder's responsibility. You must reimburse any such purchase to the School within 5 days. Immediately report lost or stolen School cards to the business office. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Art & Science Academy will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the School, whether on or off School property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Art & Science Academy. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the School in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Open Door/Conflict Resolution Policy

Art & Science Academy strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Administrators and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its employees, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisors before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Art & Science Academy is prohibited. The School recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the School should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other School factors, efforts will be made to give pay raises consistent with Art & Science Academy profitability, job performance, and the consumer price index. The School may also make individual pay raises based on merit or due to a change of job position. There is no expectation that raises are automatic, the school board determines any necessary changes on an as-needed basis. Typically, the school will follow the established pay scales where possible.

5.6 Performance Improvement

Art & Science Academy will make efforts to periodically review your work performance. The performance improvement process will take place at least annually, or as CBAs require. You may specifically request that your Administrators assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment.

5.7 Post-Employment References

Art & Science Academy policy is to confirm dates of employment and job title. With written authorization, the School will confirm compensation. Forward any requests for employment verification to the business office.

5.8 Promotions

Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

5.9 Resignation Policy

Art & Science Academy hopes that your employment with the School will be a mutually rewarding experience; however, the School acknowledges that varying circumstances can cause you to resign employment. The School intends to handle any resignation in a professional manner with minimal disruption to the workplace.

*Notice*

The School requests that you provide a minimum of two weeks’ notice of your resignation. Please provide a written resignation letter to your supervisor. If you provide less notice than requested, the School may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

*Final Pay*

The School will pay separated employees in accordance with MN law and other sections of this handbook.

Notify the School if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

*Return of Property*

Return all School property at the time of separation, including items such as cellphones, keys, tools, laptops, credit cards, and identification cards. In some circumstances, the School may pursue criminal charges for failure to return School property.

5.10 Standards of Conduct

Art & Science Academy wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

* Violation of the policies and procedures set forth in this handbook.
* Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
* Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
* Inaccurate reporting of the hours worked by you or any other employees.
* Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the School or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
* Taking or destroying School property.
* Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
* Actions that purposely create a confrontational or toxic work environment.
* Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
* Disclosure of School trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
* Refusal or failure to follow directions or to perform a requested or required job task.
* Refusal or failure to follow safety rules and procedures.
* Excessive tardiness or absences.
* Smoking in non-designated areas.
* Working unauthorized overtime.
* Solicitation of fellow employees on School premises during working hours.
* Failure to dress according to School policy.
* Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
* Engaging in outside employment that interferes with your ability to perform your job at this School.
* Gambling on School premises.
* Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.11 Transfers

Art & Science Academy may transfer your employment from one position to another with or without notice, as required by service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position. For union employees, transfers are managed by the bargaining agreement.

5.12 Workforce Reductions (Layoffs)

If necessary, based upon business needs, Art & Science Academy management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the School will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Art & Science Academy are to be used only for creating, researching, and processing materials for School use. By using School hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable School policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the School or developed by School employees or contract personnel on behalf of the School, is and will be deemed School property. It is the policy of the School to respect all computer software rights and to adhere to the terms of all software licenses to which the School is a party. The Executive Director is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the School to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the School must be purchased through appropriate procurement procedures.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the School.

6.2 Employer Sponsored Social Events

Art & Science Academy holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by an Administrator prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.3 Employer-Provided Cell Phone/Mobile Device Policy

Art & Science Academy may issue certain employees a School cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the School, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The School owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.
You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the School in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

6.4 Non-Solicitation/Non-Distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Art & Science Academy has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Administrators.

6.5 Off-Duty Use of Employer Property or Premises

You may not use Art & Science Academy property for personal use during working time. You are responsible for returning School property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, School products, or office supplies for personal use without prior authorization.

It is School policy to control off duty and nonworking hour use of School facilities either for business or personal reasons. You are prohibited from using School facilities during off duty or nonworking hours without the written consent of your Administrators. If you use School facilities during your off-duty hours or School off-hours, you may be required to sign a log-in and log-out sheet maintained by the School or building manager.

6.6 Dress Code and Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Art & Science Academy. The current district staff dress code is business casual on normal school days. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work, ASA is a public school that represents a diverse range of backgrounds, and the school should remain neutral and professional in that role. In general, ASA adheres to a business casual level of dress for staff during the school year, except for special event days.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The School, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the School. Contact your Administrators to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While Art & Science Academy permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on School property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the School requires use of hands-free technology in compliance with MN law.

Personal devices should be connected to the school guest wi-fi.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.8 Personal Data Changes

It is your obligation to provide Art & Science Academy with your current contact information, including current mailing address and telephone number. Inform the School of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Office Manager.

6.9 Security

All employees are responsible for helping to make Art & Science Academy a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Administrators immediately. Refrain from discussing specifics regarding School security systems, alarms, passwords, etc. with those outside of the School.

Immediately advise your Administrators of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the School. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

6.10 Social Media Policy

At Art & Science Academy, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it, certain responsibilities. To minimize risks to the School, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the School.

*Guidelines*

For purposes of this policy, ***social media*** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the School, as well as any other form of electronic communication.

School principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the School.

*Know and Follow the Rules*

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

*Be Respectful*

The School cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or School policy. Your personal posts and social media activity should not reflect upon or refer to the School.

*Maintain Accuracy and Confidentiality*

When posting information:

* Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School.
* Do not create a link from your personal blog, website, or other social networking site to a School website that identifies you as speaking on behalf of the School.
* Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, do not represent yourself as speaking on behalf of the School. Make it clear in your social media activity that you are speaking on your own behalf.
* Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

*Using Social Media at Work*

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the School.

*Media Contacts*

If you are not authorized to speak on behalf of the School, do not speak to the media on behalf of the School. Direct all media inquiries for official School responses to Human Resources.

*Retaliation and Your Rights*

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.11 Third Party Disclosures

From time to time, Art & Science Academy may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the School and should refer any call requesting the position of the School to the Executive Director. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Executive Director.

6.12 Use of Company Technology

This policy is intended to provide Art & Science Academy employees with the guidelines associated with the use of the School information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the School, and all use of such resources and systems when accessed using your own devices, including but not limited to:

List items, such as:

* Email systems and accounts.
* Internet and intranet access.
* Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
* Printers, photocopiers, and scanners.
* Fax machines, e-fax systems, and modems.
* All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
* Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

*General Provisions*

School IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in School IT resources and communications systems are the property of the School. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on School electronic information and communications systems.

The School reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over School IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the School will exercise this right periodically, without prior notice and without prior consent.

The interests of the School in monitoring and intercepting data include, but are not limited to: protection of School trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on School IT resources and communications systems.

Do not use School IT resources and communications systems for any matter that you would like to be kept private or confidential.

*Violations*

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

*Internet Access*

Access to the Internet is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user’s performance of employment-related activities.

The School itself, or through its Internet Service Provider, may, from time to time, monitor, log and gather detailed statistics on employees’ Internet activity.

The Art and Science Academy email and Internet system is the property of the School. By accessing the Internet, Intranet and electronic mail services through facilities provided by the School, you acknowledge that the School by itself or through its Internet Service Provider may from time to time may monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications.

Responsibilities and Obligations

Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the School and other persons at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the School.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and School policies. Violation of this policy is a serious offense.

This policy is incorporated as part of the terms of employment by the School. Subject to the requirements of law, violation of this policy may result in a range of sanctions; from restriction of access to electronic communication facilities, to disciplinary action, including dismissal.

Email

The email system is the property of the School. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the School. You may make limited personal use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The School email system is School property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using School hardware and software.

Electronic mail is like any other form of School communication and may not be used to harass. Your email account is a School-provided privilege and is School property. Remember that when you send email from the Art and Science Academy Inc. domain, you represent the School whether your message is business-related or personal.

6.13 Workplace Privacy and Right to Inspect

Art & Science Academy property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the School and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

6.14 Inclement Weather

Art and Science Academy is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions we may have to close. Use common sense and your best judgment, however, when traveling to work in inclement weather.

In the event that the School’s facilities are closed by the School or the government, salaried employees will be paid for the day. Any snow days will be made up for later in the year if the School needs to meet the minimum required instructional days. If the School’s facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to PTO or unpaid time, in that order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by Management to close before 3:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time a decision is made by the School to close early, you will be required to use accrued time at the same rate as if you arrive after the scheduled start time.

6.15 Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. A photo or two of those who are special to the employee is encouraged. However, employees should keep in mind that their workspace is part of a professional environment that portrays the School’s overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.

6.16 Classroom/Office Equipment

Certain equipment is assigned to staff depending on the needs of the job. That equipment can include items such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the School and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

6.17 Medical Procedures

If you become ill or get hurt while at work, you must notify the school director or office manager immediately. Failure to do so may result in a loss of benefits under the state workers’ compensation law. Art and Science Academy is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations. Check your Health Plan documents to determine coverage. The School may also request that a physician examine you whenever conditions make this desirable for your protection or that of the School. The School pays for physical examinations administered at the request of the School.

7.0 Compensation and Payroll

7.1 Payroll

Payroll Practices

Employees are paid semi-monthly, on or about the 15th and the last day of each month. If the regularly scheduled payroll date falls on a weekend, the School will attempt to deliver paychecks on Friday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The School is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact the Business Office.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to the Business Office.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The School will not retaliate against employees who report erroneous deductions in accordance with this policy.

The School will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including short-term disability insurance, Flexible Spending Account contributions, and 401(k) contributions.

Direct Deposit

Art and Science Academy participates in direct deposit. Please contact the business office if there is some issue with your payroll deposits.

7.2 Benefits

General

This section describes the fringe benefits provided by Art and Science Academy and information on your eligibility for benefits. Details regarding each benefit plan are contained in the School’s Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review in the Human Resources Department.

Medical Insurance

The School offers medical insurance to all employees who work more than 30 hours per week.

Employee Contributions

The School’s benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the School. Your contributory cost is deducted from your paycheck. (See additional plans below.)

7.3 Holidays, Vacation, and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. The School respects your religious beliefs, however, and therefore, will provide 1 day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. Employees who require additional time off may use vacation and /or personal days (PTO). This leave must be requested through the building admin two weeks prior to the event.

Vacation for non-teaching full time employees:

The School recognizes the importance of vacation time in providing rest, recreation and personal enrichment. Vacations are established on a school-year basis (12-month employees). Because the School believes it is in the best interest of both the School and our employees that employees take vacation time each year, the School does not grant pay in lieu of time off.

Part-time employees (employees who work 20 -39 hours per week) earn PTO on a pro-rata basis.

Eligibility

Employees begin accruing vacation (PTO) when they first begin work for the School. Employees may use their vacation at any time after the first 90 days of employment. However, if an employee leaves the School, vacation will be calculated on a pro-rata basis for the time worked. If an employee leaves the School but has taken more vacation time than he or she has accrued, then the employee will be obligated to pay back to the School any vacation time taken but not earned. The deduction will be made from the employee’s last check.

Procedure

Requests for vacation time should be submitted to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be School-wide or department-specific “blackout dates,” as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the School’s staffing needs during the relative period, as well as the length of service with the School of the employees involved.

Personal Leave (Non-Teachers and Licensed Staff)

Personal Leave (PTO) may be used for the following:

* Medical and dental appointments for yourself or family members;
* Your personal illness or that of a member of your family
* Personal business that cannot be tended to outside of work hours, e.g., a house closing.

You are not required to give any specific reason for using your personal/sick time. However, you should give your immediate supervisor as much advance notice as possible.

**Non-Licensed Employees** will accrue four (4) hours of personal leave each month, for a total of 36 hours per nine-month period, or 48 hours per twelve-month period unless specific contracts state otherwise.

**Licensed Full Time Staff** will receive 12 days per calendar year. Please refer to the union agreement for additional information.

Notification Procedures

When you are absent from work if your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail, or a message with another staff member, does not qualify as notifying your supervisor – you must personally speak with him or her.

When absence is due to illness, the School reserves the right to require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)

If you are absent because of an accident or longer than seven (7) days due to illness, compensation is paid under the benefits of the School’s Short-Term Disability Plan (if plan is offered through school), provided you are eligible for and participate in that Plan.

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives.

Military Service Leave

Employees serving in the reserve or National Guard may take unpaid military leave, as needed, to enable them to fulfill their obligations as reservists or Guard members. Employees may use accrued vacation or personal leave for this purpose.

Family and Medical Leave

The federal Family Medical Leave Act allows employees to take up to 12 weeks per year for serious health condition of the employee or a family member or for childbirth or adoption. If you wish to use FMLA leave, you must notify your supervisor or the Human Resources Department as soon as possible. The Human Resources Department will guide you in completing appropriate forms for the leave. Any paid leave that you take is counted as part of your FMLA leave.

Military Caregiver Leave

The federal Family Medical Leave Act, as amended in 2008, allows an employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces with a serious illness or injury up to 26 weeks of unpaid leave within a twelve-month period to care for the injured or ill service member. An employee may not, however, take more than 26 weeks of FMLA leave of all kinds in a single 12-month period. (For example, if you take six weeks of FMLA leave for your own illness or that of a family member, you may take no more than 20 weeks to care for an ill or injured service member.) Generally, you must give the School at least 30 days’ notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA now provides for up to 12 weeks of unpaid leave within a 12-month period when an employee’s spouse, son, daughter, or parent is on active duty in the National Guard or Reserves or has been notified of a pending call to active duty in support of a “contingency operation.” This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

Jury Duty

The School encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The School will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from several days to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The School will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days you serve as a juror (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Appearance as a Witness

An Employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The School encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The district, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

Art & Science Academy is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the School to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

*Prohibited Conduct*

The School expressly prohibits employees from engaging in the following activities when they are on duty or conducting School business or on School premises (whether or not they are working):

* The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
* The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
* The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The School does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the School Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Administrators if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

*Violations*

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 General Safety Policy

Safety is a joint venture at Art and Science Academy. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of Art and Science Academy Inc., and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. It is the responsibility of all Art & Science Academy employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the School health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The School also requires that all occupational illnesses or injuries be reported to your Administrators as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.3 Policy Against Workplace Violence

As the safety and security of our students, employees, vendors, contractors, and the general public is in the best interests of Art & Science Academy, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

*Zero Tolerance Policy*

The School has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

*Prohibited Conduct*

Prohibited conduct includes, but is not limited to:

* Physically injuring another person.
* Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
* Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
* Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
* Violating a restraining order, order of protection, injunction against harassment, or other court order.

*Reporting Incidents of Violence*

Report to your building supervisor unless the issue involves that person, in which case the issue should be reported to the Executive Director, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

*Violations*

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

*Retaliation*

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to an Administrator or the Executive Director.

Minnesota Policies

Hiring and Orientation Policies

Disability Accommodation

Art & Science Academy complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the School will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Administrators. You may be asked to include relevant information such as:

* A description of the proposed accommodation.
* The reason you need an accommodation.
* How the accommodation will help you perform the essential functions of your job.

After receiving your request, the School will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The School will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Non-Harassment Policy

**Equal Opportunity Statement**

Art & Science Academy is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The School will take appropriate corrective action, if and where warranted. The School prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Administrators or any other designated member of management.

*Policy Against Workplace Harassment*

Art & Science Academy has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

*Sexual Harassment*

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

* Unwelcome requests for sexual favors;
* Lewd or derogatory comments or jokes;
* Comments regarding sexual behavior or the body of another;
* Sexual innuendo and other vocal activity such as catcalls or whistles;
* Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
* Repeated requests for dates after being informed that interest is unwelcome;
* Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;
* Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
* Any unwanted physical touching or assaults, or blocking or impeding movements.

*Other Harassment*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual based upon race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

* The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
* Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
* A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

*Reporting Discrimination and Harassment*

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The School prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the School may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the School will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

*Supervisors’ Responsibilities*

All Managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

* Encourage employees to report any violations of this policy.
* Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
* Create a work environment where sexual harassment is not permitted.

All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident.

Religious Accommodation

Art & Science Academy is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the School dress code or the individual's schedule, basic job duties, or other aspects of employment. The School will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the School question the validity of a person's belief.

If you require a religious accommodation, speak with your Administrators.

**Personal Religious Belief**

Official Neutrality: All employees of the district must be neutral about religion when acting in their official capacities. An employee’s rights relating to voluntary religious practices and freedom of speech do not include proselytizing to any student regarding atheistic, agnostic, sectarian, religious, or denominational doctrine while the employee is acting in an official capacity, nor may an employee attempt to use his or her position to influence a student regarding the student’s religious beliefs or lack thereof.

Responding to student questions about religious beliefs: If a student asks a district employee about that employee’s personal religious beliefs, the employee may choose not to respond out of professional respect for the student’s freedom of conscience or personal beliefs. However, while acting in an official capacity, an employee may respond in an appropriate and restrained manner to a spontaneous question from a student regarding the employee’s personal religious beliefs or perspectives. When responding to a student’s question about an employee’s personal religious beliefs or views, the employee must maintain official neutrality and be careful not to advocate or encourage acceptance of his/her religious belief or perspective. If an employee has any questions regarding acceptable behavior they should contact an Administrator for clarification.

Wage and Hour Policies

Accommodations for Nursing Mothers

Art & Science Academy will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the School will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be in close proximity to the work area, shielded from view and free from intrusion from co-workers and the public, clearly designated and either have a lock or a sign on the door to indicate when the room is in use, and will have access to an electrical outlet.

Expressed milk can be stored in a personal cooler or the staff portion of the school refrigerator. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your Administrators.

**Meal and Rest Periods**

Art & Science Academy strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Administrators regarding procedures and schedules for rest and meal breaks. The School requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Administrators know; in addition, notify your Administrators as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Administrators.

At certain times Art & Science Academy may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Art & Science Academy, the standard pay period is semimonthly for all employees. Pay dates are on or about the 15th and 30th of each month. If a pay date falls on a holiday, you will be paid on the preceding workday whenever possible. Otherwise, employees will be paid on the first business day following the scheduled payroll date. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Administrators if this type of date arises. Insert other special circumstances here, if applicable, or revise previous language as applicable.

Review your paycheck for accuracy. If you find an issue, report it to your Administrators immediately.

Wage Disclosure Protection

Notice to employees — Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages or discussing another employee's wages which have been disclosed voluntarily. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

**Hours of Work**

The workweek for full time employees is generally from Monday through Friday, with normal operating hours from 7:30 am to 4:00 pm, with 30 minutes for lunch.

The workweek for part time employees is generally from Monday through Friday, with normal operating hours from 8:00 am to 3:00 pm, with 30 minutes for lunch (unpaid).

Individual cases might require modification of these hours, in such cases written notice will be provided by management.

**Performance, Discipline, Layoff, and Termination**

Disciplinary Process

The school employs a general methodology of progressive discipline when it comes to performance issues with employees. For most general performance issues, the following process will be applied:

1. Initial occurrence – verbal or written warning will be issued
2. 2nd occurrence – additional warning and/or meeting scheduled with documented remediation plan
3. 3rd occurrence – administrative directive issued, suspension, and/or referral to board personnel for further action
4. 4th occurrence – recommendation of termination

This is not a guarantee of process, just a general outline. Individual cases and severity might require an acceleration of action which is at management discretion. In extreme cases involving actions that require immediate suspension or termination the Executive Director and Board Chair will be involved in the process along with potential legal/police referrals as appropriate.

General Policies

Access to Personnel and Medical Records Files

Art & Science Academy maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the School reasonable notice. Inspection must occur in the presence of a School representative.

All requests by an outside party for information contained in your personnel file will be directed to the Office Manager which is the only department authorized to give out such information.

Benefits

Bone Marrow Donation Leave Policy

Art & Science Academy will provide eligible employees with up to 40 hours of paid leave to undergo medical procedures to donate bone marrow.

*Eligibility*

To be eligible for bone marrow donation leave, you must work at least 20 hours per week.

*Notice and Documentation*

To obtain leave under this policy you must provide reasonable notice of the need for leave and submit verification from a physician detailing the purpose and length of the leave requested. If there is a medical determination that you do not qualify as a donor, the paid leave of absence provided to you prior to that medical determination will not be forfeited.

*Retaliation*

The School will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

The School encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The School will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from several days to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The School will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first five days you serve as a juror (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

Pregnancy and Parenting Leave

Art & Science Academy provides eligible employees with up to 12 weeks total of unpaid pregnancy or parenting leave in accordance with the Minnesota Pregnancy and Parenting Leave Act (MPPLA).

*Eligibility*

To be eligible for pregnancy and parenting leave, you must:

* Have worked for the School for at least 12 months before requesting leave; and
* Work an average number of hours per week equal to at least one-half the full-time equivalent position in your job classification, as defined by School personnel policies or practices or pursuant to the provisions of a collective-bargaining agreement, during the 12-month period immediately preceding the leave.

*Use of Leave*

MPPLA leave is available to biological or adoptive parents in conjunction with the birth or adoption of a child. A ***child*** is a person under the age of 18 or is under the age of 20 but still attending a secondary school. Leave must start within 12 months of the birth or adoption; however, if the child remains in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital (parenting leave).

MPPLA leave is also available to eligible female employees for prenatal care or for incapacity due to pregnancy, childbirth, or related health conditions and will begin at the time you request (pregnancy leave).

*Interaction with FMLA*

MPPLA leave and FMLA leave run concurrently, which means the leave provided by each individual law will count against your entitlement under both laws. However, if you take FMLA leave for unrelated reasons (such as a back injury not caused by pregnancy), you will still be entitled to 12 weeks of leave for pregnancy-related illness and parental leave.

*Return to Work*

After leave, you will be returned to your former position or to a position of comparable duties, number of hours, and pay. However, if during such leave the School experiences a layoff and you would have lost your job had you not been on leave, you will not be reinstated. In this situation, you will retain all rights under the School layoff and recall system.

Upon agreement with the School, you may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave period.

*Notice*

You must provide reasonable advance notice of the dates leave will begin and the estimated amount of leave that will be taken. If the leave is for more than one month, you must notify your Administrators at least two weeks prior to returning from such leave.

*Substitution of Paid Leave*

The amount of MPPLA leave will be reduced by any paid leave provided by the School, including disability, personal, medical, or sick leave, or accrued vacation time, so the total leave (MPPLA leave plus paid leave) is not more than 12 weeks.

*Benefits*

The School will continue to provide insurance coverage under any group insurance policy, group subscriber contract, or health care plan to you and your dependents as if you were not on leave. However, during the leave period, you will be required to pay the full cost of coverage, including any contributions formerly paid by the School when you were not on leave. In some instances, the School may recover premiums it paid to maintain health coverage or other benefits for you and your family.

*Abuse of Leave*

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

*Retaliation*

The School will not retaliate against employees who request or take leave in accordance with this policy.

School Conference and Activities Leave

If eligible, Art & Science Academy will provide you with up to 16 hours of unpaid leave in a 12-month period to attend school conferences or activities related to your child, if those conferences or activities cannot be scheduled outside your regular work hours. If your child receives childcare services or attends a prekindergarten regular or special education program, you may use this leave time to attend a conference or activity related to your child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled outside your regular work hours.

To be eligible for leave you must have worked an average number of hours per week equal to one-half the full-time equivalent position in your job classification during the 12-month period immediately preceding the leave.

If leave cannot be scheduled outside your regular work hours and the need for the leave is foreseeable, you must provide reasonable prior notice and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the School.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Sick and Safety Leave Policy

In accordance with the Minnesota Sick and Safe Leave Act, you may use accrued, available sick leave benefits provided by Art & Science Academy (but not short or long-term disability or other salary continuation benefits) for absences due to the illness or injury of a relative on the same terms that you are able to use sick leave for your own illness or injury. You may also use accrued, available sick leave benefits for the purpose of obtaining assistance because of sexual assault, domestic abuse, or stalking, or providing such assistance to a relative (Safety Leave).

*Covered Relatives*

Covered relatives include a minor child (age 18 and under or age 20 and under and still in secondary school); adult child; spouse, including a same-sex spouse; sibling; parent, stepparent, or parent-in-law; grandparent; and grandchild. For purposes of this policy, "child" or "grandchild" also includes a step, biological, adopted, or foster child or grandchild.

*Limits of Time Off*

The use of sick leave benefits for Safety Leave and for absences due to an illness or injury of an adult child, spouse, sibling, parent, stepparent, parent-in-law, grandchild, or grandparent is limited to 160 hours in any 12-month period. This restriction does not apply to absences due to the illness or injury of a minor child.

*Reinstatement*

Upon return from leave, you will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours, and pay.

*Retaliation*

The School will not retaliate against employees who request or take leave in accordance with this policy.

Victim and Witness Leave

Art & Science Academy realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you or a close family member was victimized by a criminal act. The School provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must provide at least 48 hours' advance notice to your Administrators to make arrangements for a leave of absence. If it is impractical or an emergency prevents you from providing advance notice, provide notification as soon as possible.

The School reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use PTO in place of unpaid leave.

Any information related to your leave will be kept confidential by the School.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

The School encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The district, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Safety and Loss Prevention

Nonsmoking Policy

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside the School building and on school campus.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful School and a safe, productive, and pleasant workplace. If you have further questions regarding any of these handbook items, please contact me at the district office.

Kevin Fitton, Executive Director

Art & Science Academy

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Art & Science Academy Employee Handbook and that I have read it, understand it, and agree to comply with it. I understand that the School has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Executive Director of the School. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or affect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Art & Science Academy.

If I have any questions about the content or interpretation of this handbook, I will contact the Executive Director.

[sig|req|signer1]                                                    [date|req|signer1]
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature                                                                     Date

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 Print Name