

Regular Meeting of the Board
Thursday, August 6, 2026 7:00 PM Central

Secondary Campus Room B103 Media Center
7729 161st Avenue Northwest
Ramsey, MN 55303

Garth Andersen: Present
Nicole Johnson: Present
Chad Lucas: Present
Jonna Meidal: Present
Nathan Plack: Present
Nicole Rhoad: Absent
Mitch Wood: Present

Present: 6, Absent: 1.

1. Call To Order
Mr. Wood called the meeting to order at 7:00 p.m.
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda and Consent Agenda
Approve the full agenda and consent agenda as presented. This motion, made by Nathan Plack and seconded by Chad Lucas, Carried.
Nicole Rhoad: Absent, Garth Andersen: Yea, Nicole Johnson: Yea, Chad Lucas: Yea, Jonna Meidal: Yea, Nathan Plack: Yea, Mitch Wood: Yea
Yea: 6, Nay: 0, Absent: 1
 - 4.a. Board Meeting Agenda - August 6, 2026
 - 4.b. Policy Updates
 - 4.c. Human Resource Services
 - 4.c.i. Employment Changes
 - 4.d. Financials
 - 4.e. BFC Minutes
 - 4.f. Board Minutes
 - 4.g. Enrollment Update
 - 4.g.i. July 2026
5. Reports from Organizations
6. Recognitions and Retirements
 - 6.a. PACT Employee of the Month: Paul Dorbor
7. Teaching and Learning
 - 7.a. Teaching and Learning Report
8. Administrative Reports and Recommendations
 - 8.a. Superintendent Report
 - 8.a.i. PCS Building Co.
Motion to approve new PCS Building Co members Bradley Lawrence, Jason Busch, and Naomi Mitchell. This motion, made by Nathan Plack and seconded by Nicole Johnson, Carried.
Nicole Rhoad: Absent, Garth Andersen: Yea, Nicole Johnson: Yea, Chad

Lucas: Yea, Jonna Meidal: Yea, Nathan Plack: Yea, Mitch Wood: Yea
Yea: 6, Nay: 0, Absent: 1

8.b. Custodial and Paraprofessional Rates of Pay

Motion to approve the custodian and paraprofessional hourly salary schedules, as presented. This motion, made by Nathan Plack and seconded by Chad Lucas, Carried.

Nicole Rhoad: Absent, Garth Andersen: Yea, Nicole Johnson: Yea, Chad Lucas: Yea, Jonna Meidal: Yea, Nathan Plack: Yea, Mitch Wood: Yea
Yea: 6, Nay: 0, Absent: 1

8.b.i. Paraprofessional rates of pay

8.b.ii. Custodial rates of pay

8.c. Human Resource and Operations Services Report

8.c.i. Employee Handbook

Motion to approve the employee handbook, as presented. This motion, made by Nicole Johnson and seconded by Jonna Meidal, Carried.

Nicole Rhoad: Absent, Garth Andersen: Yea, Nicole Johnson: Yea, Chad Lucas: Yea, Jonna Meidal: Yea, Nathan Plack: Yea, Mitch Wood: Yea
Yea: 6, Nay: 0, Absent: 1

8.d. Elementary Principal Report

8.e. Secondary Principal Report

8.f. Communication and Community Engagement Report

8.g. Special Services Report

9. Other Board Action

9.a. Board Chair Report

9.b. Other Board Reports

10. Adjourn

Motion to adjourn the meeting at 8:03 p.m. This motion, made by Nathan Plack and seconded by Chad Lucas, Carried.

Nicole Rhoad: Absent, Garth Andersen: Yea, Nicole Johnson: Yea, Chad Lucas: Yea, Jonna Meidal: Yea, Nathan Plack: Yea, Mitch Wood: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES RECOMMENDATIONS - Consent agenda

Employment

Name	Position	Location EC/SC/District		Start Date
Liz Holmes	Summer Custodian	SC		6/1/2026
Jessica Everson	Summer Custodian	SC		6/2/2026
Ross Peters	Summer Custodian	District		6/2/2026
Julie Howell	Summer Custodian	SC		6/17/2026
Thomas Bauer	Summer Custodian	EC		6/9/2026

Contract / Assignment Modification

Name	Position	Location EC/SC/District	Modification	Start Date
Mark Lindeman	Maintenance and Grounds	District	Going down 50%	7/1/2026

Extra Assignments

Name	Position	Location EC/SC/District	Assignment	Date

Resignation

Name	Position	Location EC/SC/District		Resign Date
Johanna Santiago	Paraprofessional	EC		5/22/2026
Jodi Johnson	Food Service Server	EC		5/22/2026

Terminations/Layoffs/Non-Renewal

Name	Position	Location EC/SC/District		Date
Kris Foltz	Admin Assistant-Layoff	District		6/5/2026
Alyssa Danger	Paraprofessional-Non Renewed	District		5/22/2026
Mark Suggs	Paraprofessional-Non Renewed	District		5/22/2026
Justin Dziedzic	In House Sub- Non Renewed	District		5/22/2026
Joel Hedberg	Community ED	EC		6/30/2026

Retirement

Name	Position	Location EC/SC/District		Date

Regular Meeting of the Board
Wednesday, July 1, 2026 7:00 PM Central

Secondary Campus Room B103 Media Center
7729 161st Avenue Northwest
Ramsey, MN 55303

Nicole Johnson: Absent
Chad Lucas: Present
Jonna Meidal: Absent
Nathan Plack: Present
Nicole Rhoad: Present
Mitch Wood: Present
Present: 4, Absent: 2.

1. Call to Order

The meeting was called to order by Mr. Plack at 7:00 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of Meeting Agenda and Consent Agenda

Approve the meeting and consent agendas, as presented. This motion, made by Chad Lucas and seconded by Nicole Rhoad, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea, Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

4.a. Policy Updates

4.a.i. 709 - Capital Assets Capitalization

4.a.ii. 710 — Disposition of Fixed Assets

4.a.iii. 712 - Solicitation Policy

4.a.iv. 713 - PCS Building Company Funds Distribution Procedure

4.a.v. 713 — Student Activity Accounting

4.a.vi. 714 - Fund Balances

4.a.vii. 716 - Debt Collection

4.a.viii. 717 - Lease Accounting

4.a.ix. 718 - Records Retention/Destruction Policy

4.a.x. 720 - Vending Machines

4.a.xi. 722 — Public Data and Data Subject Requests

4.a.xii. 722 - Public Data Requests Form

4.a.xiii. 730 - Use of Electronic Signatures to Conduct Official Business Policy

4.b. Human Resource Services

4.b.i. Employment Changes

4.b.ii. Contracted Services - School Psychologist FY27

4.c. Financials

4.c.i. PACT Financial Packet May 2026

4.c.ii. PACT May 2026 Supplemental Report Check Register

4.c.iii. PACT May 2026 Supplemental Report Check Register VOIDS

4.c.iv. PACT May 2026 Supplemental Report Deposits

4.d. Budget and Finance Committee Minutes

4.e. School Board Minutes - June 4, 2026

4.f. Enrollment Report

5. Executive School Board Leadership Team

Motion to appoint Mitchell Wood as Board Chair, Chad Lucas as Vice Chair, and Nicole Johnson as Secretary. This motion, made by Chad Lucas and seconded by Mitch Wood, Carried. Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea, Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

5.a. Vote of Board Chair

5.b. Vote of Vice Chair

5.c. Vote on Secretary

6. Reports from Organizations

7. Recognitions and Retirements

7.a. PACT Employee of the Month

8. Curriculum and Instruction

8.a. Teaching and Learning Report

9. Administrative Reports and Recommendations

9.a. Superintendent Report

9.a.i. Financial Audit Services RFP

Motion to approve the RFP with Schlenner Wenner & Co. as PACT's FY26 financial auditors, as presented. This motion, made by Mitch Wood and seconded by Nicole Rhoad, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea,

Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

9.a.ii. Annual Affirmation of District Policies

Motion to approve the Annual Affirmation of District Policies, as presented. This motion, made by Mitch Wood and seconded by Chad Lucas, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea,
Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

9.a.iii. 2026-2027 Activity Fee Schedule

Motion to approve the 2026-2027 activity fee schedule, as presented. This motion, made by Chad Lucas and seconded by Mitch Wood, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea,
Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

9.b. Human Resource and Operations Services Report

9.b.i. Chromebook Purchase Bid Summary

Motion to approve the purchase of 400 Chromebooks and licenses through Vivacity, as presented. This motion, made by Mitch Wood and seconded by Chad Lucas, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea,
Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

9.c. Elementary Principal Report

9.d. Secondary Principal Report

9.e. Communication and Community Engagement Report

10. Other Board Action

10.a. Board Chair Report

10.a.i. Teacher Representative(s)

Motion to approve the appointment of Garth Andersen to fill an open teacher seat on the PACT Board of Directors. This motion, made by Mitch Wood and seconded by Nicole Rhoad, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea,
Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

10.b. Other Board Member Reports

11. Adjourn

Motion to adjourn at 8:01 p.m. This motion, made by Chad Lucas and seconded by Nicole Rhoad, Carried.

Nicole Johnson: Absent, Jonna Meidal: Absent, Chad Lucas: Yea, Nathan Plack: Yea, Nicole Rhoad: Yea, Mitch Wood: Yea
Yea: 4, Nay: 0, Absent: 2

**PACT K-12 Enrollment Report
July 2026**

Grade Level	Enrolled vs.			26-27 Waitlist
	Budget	Enrolled	Budget	
K	110	110	0	157
1	115	115	0	96
2	115	114	-1	106
3	116	114	-2	93
4	116	116	0	94
5	116	115	-1	108
6	120	120	0	102
7	128	122	-6	92
8	160	151	-9	35
9	128	128	0	78
10	125	129	4	0
11	100	119	19	0
12	90	107	17	0
ONLINE 6	10	7	-3	0
ONLINE 7	10	15	5	0
ONLINE 8	10	12	2	0
ONLINE 9	10	7	-3	0
ONLINE 10	10	7	-3	0
PSEO	-25	0	25	0
Totals	1564	1608	44	961

Monthly Activity - July

Grade Level	July 1	Added	Withdrew	Total
K	0	110	0	110
1	115	2	2	115
2	115	1	2	114
3	116	3	5	114
4	116	1	1	116
5	116	0	1	115
6	120	0	0	120
7	122	1	1	122
8	148	6	3	151
9	128	3	3	128
10	130	4	5	129
11	117	2	0	119
12	103	4	0	107
ONLINE 6	0	7	0	7
ONLINE 7	0	15	0	15
ONLINE 8	0	12	0	12
ONLINE 9	0	7	0	7
ONLINE 10	0	7	0	7
PSEO	0	0	0	0
Totals	1446	185	23	1608



August 6, 2026

Dear Members of the Board,

I am pleased to recognize Paul Dobor as our Employee of the Month for July 2026.

Paul joined PACT with very little training and immediately stepped into one of our busiest weekends, the very first weekend that Substance Church began holding Sunday services at PACT. From setting up and tearing down for Saturday Youth Basketball to ensuring the building is ready for Sunday services and prepared again for students and staff on Monday morning, Paul has taken ownership of every responsibility with professionalism and pride.

Although he works primarily on weekends and has very little interaction with the rest of our staff, Paul's impact is felt throughout the entire district. He consistently demonstrates a caring attitude, exceptional attention to detail, and a genuine desire to do the job well. He approaches every task with a positive attitude, treats everyone with respect, and is always willing to put the needs of the team ahead of his own.

What makes Paul's contributions even more remarkable is that he has quietly built trust through his actions rather than his words. While he may only interact with the COO and the Youth Basketball coach, his work benefits every student, staff member, Substance attender, and visitor who walks through our doors each week. The Substance Church pastor had this to say about Paul:

Paul has been an absolute joy to work with! Every interaction I've had with him has been marked by kindness, his genuine smile, and a willingness to help in whatever way he can. He consistently goes out of his way to support our team, whether it's tracking down something we need, ensuring all the rooms are unlocked, or simply making sure our environment is welcoming and well cared for. It would not be uncommon to find Paul vacuuming a set of floors that already look clean just to ensure it's the best it can be. Beyond the work he does, Paul brings a positive presence that people notice. He's approachable, friendly, and treats everyone on the team with respect. We are grateful for him and how he supports us! ~ Bryan Cotch, Substance Church

Paul, thank you for your dedication, reliability, and commitment to excellence. Your hard work often happens behind the scenes, but it certainly does not go unnoticed. We are grateful to have you as part of the PACT team.

Please join me in congratulating Paul on this well-deserved recognition.

Sincerely,

Dr. Nathan A. Flansburg
Superintendent



PACT
Charter School

EMPLOYEE OF THE MONTH

JULY 2026

This certificate is presented to

Paul Dorbor

for exemplifying the qualities we value in our
employees: unwavering dedication, strong character,
and a deep sense of community.

Dr. Nathan Flansburg
Superintendent

Tracy Peters
Chief Operating Officer



To: PACT Charter School Board of Directors
From: Teresa Widen, Executive Director of Teaching and Learning | Literacy Lead
Teaching and Learning Highlights: July 2026

The Teaching and Learning Department is preparing staff, systems, and instructional resources for a strong start to the 2026-2027 school year. Current priorities include the following:

Curriculum Purchasing

Core curriculum orders for the elementary, secondary, and online campuses have been placed, and materials are arriving and being distributed. The Teaching and Learning Department is committed to ensuring that teachers have the resources needed for instruction and students have materials available from the first day of school. A special thank you to the office and custodial staff for supporting the receiving and distribution process.

Teaching & Learning Department Staffing Update

Two new Teaching and Learning roles have been added to strengthen our support of teachers, students, and families. Jill Lurie joins us as our Districtwide Digital Learning Specialist. This position supports staff with the integration of technology in lesson design and student learning, with an initial focus on the Secondary and Online Campuses. Additionally, our MnMTSS Coordinator Hannah Scholten will support PACT's Building Instructional Leadership Teams, professional learning communities, and individual teachers in responding to students' academic, behavioral, and social-emotional needs. The MnMTSS Coordinator position is funded by a two year MnMTSS grant from the Minnesota Department of Education.

Launching a Two-Year Mentoring & Induction Program

PACT's mentoring and induction program has expanded from one year to two. This fall, 21 new-to-PACT teachers will join the first-year cohort, and 23 returning teachers will continue in year two. First year teachers will build foundational knowledge and relationships with their assigned mentors; second-year teachers will focus on instructional practices and coaching with a mentor in a small group setting. The program is designed to strengthen instructional practices, support retention, and promote student success.

Preparing Instructional Leaders

On August 11-12, principal teams and teacher leaders will participate in PACT's inaugural Building Instructional Leadership Team (BILT) Institute. The institute will prepare leaders to advance MnMTSS implementation, instructional leadership, and effective professional learning communities throughout the school year.

Together, these efforts position PACT educators to begin the year with clear systems, aligned support, and the resources needed to serve students well.



Custodian and Paraprofessional Salary Schedule Increase

After reviewing the hourly wage rates of surrounding school districts and charter schools, administration recommends approval of the attached custodian and paraprofessional hourly salary schedules.

Below is a summary of the estimated annual cost increase to PACT Charter School, including statutory benefits (FICA/Medicare, PERA, Paid Family and Medical Leave (PFML), and workers' compensation).

Custodians

- Salary increases: \$13,748
- Statutory benefit increases: \$2,218
- **Total annual increase: \$15,966** (average increase of **6.0%**)

Paraprofessionals

- Salary increases: \$54,583
- Statutory benefit increases: \$8,804
- **Total annual increase: \$63,387** (average increase of **6.7%**)

Combined Total

- Total salary increases: \$68,331
- Total statutory benefit increases: \$11,022
- **Total annual increase: \$79,353**

Recommendation

Administration recommends approval of the attached custodian and paraprofessional hourly salary schedules as presented.



PACT

Charter School

Paraprofessional Hourly Rate Table

Beginning 7/1/2026		
Step		Hourly Rate
1	\$	20.25
2	\$	20.66
3	\$	21.07
4	\$	21.49
5	\$	21.92
6	\$	22.36
7	\$	22.80
8	\$	23.26
9	\$	23.73
10	\$	24.20
11	\$	24.68
12	\$	25.18
13	\$	25.68
14	\$	26.20
15	\$	26.72
16	\$	27.25
17	\$	27.80
18	\$	28.35
19	\$	28.92
20	\$	29.50
21	\$	30.09
22	\$	30.69
23	\$	31.31
24	\$	31.93
25	\$	32.57
26	\$	33.22
27	\$	33.89
28	\$	34.56
29	\$	35.26
30	\$	35.96
31+	\$	36.68

Notes:

Paraprofessionals working the Panther Zone
will be credited with 5 extra steps from where they
are placed on the hourly rate table

Paraprofessionals working as a Behavior Para
will be credited with 2 extra steps from where they
are placed on the hourly rate table

Paraprofessionals working as a Bus Para
will be credited with 3 extra steps from where they
are placed on the hourly rate table

The paraprofessional sub rate will be step 1



PACT

Charter School

Custodian Hourly Rate Table

Beginning 7/1/2026		
Step	Hourly Rate	
1	\$	20.25
2	\$	20.66
3	\$	21.07
4	\$	21.49
5	\$	21.92
6	\$	22.36
7	\$	22.80
8	\$	23.26
9	\$	23.73
10	\$	24.20
11	\$	24.68
12	\$	25.18
13	\$	25.68
14	\$	26.20
15	\$	26.72
16	\$	27.25
17	\$	27.80
18	\$	28.35
19	\$	28.92
20	\$	29.50
21	\$	30.09
22	\$	30.69
23	\$	31.31
24	\$	31.93
25	\$	32.57
26	\$	33.22
27	\$	33.89
28	\$	34.56
29	\$	35.26
30	\$	35.96
31+	\$	36.68

Note:

The custodian sub rate of pay will be step 1



RE: August 1, 2026 Operations Update

Board Members,

The Operations team continues to focus on preparing for the start of the 2026–2027 school year. Significant progress has been made across facilities, transportation, activities, community education, and human resources as departments finalize summer projects, onboard new staff, and prepare for students to return.

Activities

- Fall Activities Registration opens July 27 through Bound, marking the first major opportunity for families to utilize PACT's new registration and scheduling platform.
- PACT has successfully filled two head coaching vacancies, welcoming Ryan Heineman as Head Girls Soccer Coach and Ben Floan as Head Trap & Skeet Coach.
- Planning is underway for the annual Fall Activities Meeting on August 3, including finalizing presentations, logistics, and staff responsibilities for the evening.
- The Activities Department has also begun developing game worker schedules to ensure adequate staffing for the upcoming fall athletic season.

Community Education

- PACT welcomed our new Community Education Coordinator, Betsy Minnaert.
- Summer programming continues to see strong participation from PACT families.
 - Volleyball Camp concluded with 23 youth participants.
 - Middle School Girls Basketball Camp begins next week with 10 students currently registered.
- Planning is well underway for a full slate of fall programming, including after-school care and daily enrichment opportunities for students in grades K - 2 and 3 - 5.

Facilities

- The Elementary Campus parking lot resurfacing, sealcoating, and restriping project has been successfully completed.
- Installation of the new concrete crosswalk at the Elementary Campus was completed, improving pedestrian safety for students, families, and staff.
- Custodial staff are nearing completion of summer classroom cleaning in preparation for the return of staff and students.
- Construction of the new mother's/nursing room has been completed and is ready for use.

- Routine maintenance, work orders, and building cleaning continue throughout both campuses as part of ongoing school readiness efforts.
- The new Building & Grounds employee has joined the Facilities team and is assisting with summer projects and ongoing maintenance needs.

Transportation

- Transportation staff processed 136 new bus registrations for the upcoming school year and forwarded student information to American Transportation for route development.
- Annual Type III Driver Training sessions have been scheduled with American Transportation for August 14, October 23, and March 19, with attendance information shared with the Activities Department.
- To address increasing ridership and improve route capacity, PACT has added a 14th bus route for the 2026–2027 school year.

Human Resources & Payroll

- Human Resources continues onboarding newly hired staff in preparation for the new school year, including benefits enrollment, orientation, and required employment documentation.
- Recruitment efforts remain active as interviews continue for remaining teacher vacancies.
- We welcomed Naomi Mitchell, Operations Coordinator, to the team.

Information Technology

- PACT engaged a vendor to purchase a new phone system and is busy planning for the upgrade.
- IT staff have been busy ensuring Chromebooks and laptops are prepped for school.

EMPLOYEE HANDBOOK



P A C T
Charter School

7250 Ramsey Boulevard
Ramsey, Minnesota 55303
<https://pact.charter.k12.mn.us>

2026-2027 School Year

CONTENTS

INTRODUCTION	1
MISSION.....	2
VISION	2
FOUNDATIONAL STATEMENTS.....	2
EMPLOYMENT POLICIES.....	2
AT WILL EMPLOYMENT	2
EQUAL EMPLOYMENT OPPORTUNITY	2
GENERAL EMPLOYEE RESPONSIBILITIES	2
REASONABLE ACCOMMODATION.....	3
COMPLAINT POLICY	4
PRIVACY OF EMPLOYEE INFORMATION	5
HARASSMENT AND VIOLENCE PROHIBITION POLICY	6
TENNESSEN WARNING NOTICE (PRIVACY NOTICE)	12
COMPENSATION	14
COMPENSATION PROGRAM GOALS AND OBJECTIVES.....	14
EMPLOYEE CLASSIFICATIONS	14
SCHEDULES AND WORKDAYS	15
<i>School Year</i>	15
<i>Work Hours</i>	15
<i>Teaching Hours</i>	16
<i>All School Student Events</i>	16
<i>Rest and Meal Periods</i>	16
ELECTRONIC TIMESHEETS	17
OVERTIME.....	18
ADMINISTRATIVE PAY CORRECTIONS	18
WAGE GARNISHMENTS	18
DIRECT DEPOSIT	18
EMPLOYEE ONLINE PAYROLL INFORMATION	19
PROFESSIONAL DEVELOPMENT PAY	19
SALARIES.....	20
SUMMER SALARIES.....	20
SALARY ADVANCES/LOANS	20
SALARY INCREASES.....	20
SUMMER CURRICULUM DEVELOPMENT/TRAINING PAY	20
CONTINUING EDUCATION FOR ADVANCEMENT	20
PAYDAYS AND PAYMENT METHODS	21
MEAL PROGRAM.....	21
BENEFITS.....	21
BENEFIT CONTINUATION (COBRA)/MINNESOTA CONTINUATION COVERAGE	22
ATTENDANCE AND TIME AWAY FROM WORK	23
ATTENDANCE AND PUNCTUALITY	23
<i>Staff Medical Self-Evaluation</i>	23
<i>Absence Notification</i>	23
FEDERAL AND STATE LEAVES.....	24

BEREAVEMENT LEAVE	24
BONE MARROW DONATION LEAVE	24
ELECTION JUDGES	24
EMERGENCY CLOSINGS	24
JURY DUTY	25
FAMILY AND MEDICAL LEAVE POLICY	25
MINNESOTA PREGNANCY AND PARENTAL LEAVE	30
MINNESOTA PAID LEAVE – AVAILABILITY OF PAID LEAVE BENEFITS – EQUIVALENT PLAN	30
ORGAN DONATION LEAVE	36
SCHOOL RELATED ACTIVITIES LEAVE.....	36
PERSONAL LEAVE POLICY.....	36
MILITARY LEAVE USERRA	36
FAMILY MILITARY LEAVE	37
MINNESOTA VOTING LEAVE.....	37
HOLIDAYS	37
EARNED SICK AND SAFE TIME (ESST) NOTICE	38
PAID TIME OFF (PTO)	40
GENERAL WORKPLACE GUIDELINES	43
STUDENT AND FAMILY HANDBOOK AND BOARD APPROVED POLICIES.....	43
PERSONNEL FILES.....	43
CHILDREN (OF EMPLOYEES) IN THE WORKPLACE.....	44
CLOSING PROCEDURES	44
CRIMINAL BACKGROUND CHECK.....	44
NOTIFICATION OF CRIMINAL CONVICTION	45
<i>Federal Drug-free Workplace Act Requirements</i>	45
CODE OF ETHICS FOR MINNESOTA TEACHERS (8710.2100).....	45
EMPLOYEE CONDUCT AND WORK RULES	46
COMMUNICATIONS	46
COPYRIGHT/TRADEMARKS	48
DEPARTMENT OF EDUCATION - LICENSES	48
DRESS CODE GUIDELINES	48
DRUGS AND ALCOHOL USE	49
EMPLOYEE IDENTIFICATION AND ACCESS CARDS.....	49
COMPUTER RESOURCES/TECHNOLOGY USE.....	49
NEPOTISM POLICY	51
NON-FRATERNIZATION.....	51
MOBILE DEVICE POLICY	52
TELEPHONE USE POLICY	53
NO SOLICITATION - NO DISTRIBUTION	53
PARKING.....	54
PERFORMANCE EVALUATIONS	54
PERSONNEL FILES.....	54
PROGRESSIVE DISCIPLINE	55
REFERENCE CHECKS/EMPLOYMENT VERIFICATION.....	55
SOCIAL MEDIA/ NETWORKING POLICY	56
WHISTLEBLOWER POLICY	58
WORKPLACE SAFETY	59
SAFETY	59
ACCIDENTS/REPORTING INJURIES	59
ADMISSION OF VISITORS - SCHOOL SAFETY	59

HAZARDOUS SUBSTANCES - RIGHT TO KNOW	60
VIOLENCE IN THE WORKPLACE	61
TERMINATION	63
SEPARATION FROM EMPLOYMENT	63
<i>Employee Notice of Resignation</i>	63
<i>Accelerating Notice of Resignation</i>	63
ACKNOWLEDGMENT	65
ACKNOWLEDGMENT: EMPLOYEE HANDBOOK POLICY SUMMARY	66

INTRODUCTION

Dear PACT Employee:

We are Pursuing Academics and Character Together (PACT) Charter School, District #4008.

We welcome you as a member of the PACT Charter School community and extend best wishes and success in your future endeavors at PACT. We are happy to have you here.

This Employee Handbook is the property of PACT Charter School ("PACT Charter School" or "PACT") and is provided to our Employees for their use while they are in our employ.

This Employee Handbook contains valuable information that will answer many specific questions you may have and help you understand some of the personnel policies and procedures.

This Employee Handbook is intended to provide you with general information about PACT Charter School, Employee benefits, and office procedures and policies. This Employee Handbook is not intended to be and does not constitute a contract of employment, either express or implied, between PACT Charter School and its Employees.

PACT Charter School may modify or cancel any provisions of this Employee Handbook or any other policies and procedures at any time without prior notice. The provisions of this Employee Handbook replace and supersede any and all previous handbooks or statements of policy or procedure, whether written or oral. Only the Superintendent and Executive Director of HR & Operations have the authority to enter into individual contracts of employment and does so only by a written agreement signed by the individual Employee and an authorized officer of PACT Charter School.

We are pleased that you have decided to join our team, and we look forward to working together with you to fulfill our mission. Administration and the School Board of Directors wish you a successful career at PACT Charter School.

MISSION

Partnering as parents, students, and staff to develop students of character and academic excellence.

VISION

PACT Charter School will build a collaborative community that emphasizes academic rigor and character development to foster innovative problem solvers and life-long learners.

FOUNDATIONAL STATEMENTS

To fulfill this mission, PACT Charter School and all Stakeholders are accountable for:

1. Acknowledging parents are the primary educators of their children and that, as such, their voluntary participation in both classrooms and governance at PACT is expected and vitally important to our success as a community.
2. Promoting high academic achievement for all students.
3. Committing to provide opportunities for our students to interact across grade-levels to promote intergenerational learning and develop leadership.
4. Demonstrating a community atmosphere of mutual respect that promotes cooperation.
5. Aspiring to uphold PACT policies, procedures, and structure by working together to support those who enforce them.
6. Maintaining high expectations for student conduct.
7. Modeling and promoting positive character development through intentionally teaching qualities such as respect, citizenship, gratitude, compassion, integrity, cooperation, self-control, responsibility, and perseverance.
8. Providing a safe and respectful learning environment.

“We must remember that intelligence is not enough.
Intelligence plus character—that is the goal of true education.”
- Martin Luther King, Jr

EMPLOYMENT POLICIES

AT WILL EMPLOYMENT

Employees of PACT Charter School are employed “at will”. This means that you have the option of resigning from your employment at any time, for any reason or no reason, with or without prior notice. This also means PACT Charter School has the same option to terminate your employment at any time, for any reason or no reason, with or without prior notice. Nothing in the Employee Handbook or any other School document should be understood as creating a guarantee of continued employment, a right to termination only for specific reasons or pursuant to specific procedures, or of any other guarantee of continued benefits.

EQUAL EMPLOYMENT OPPORTUNITY

PACT Charter School is an Equal Employment Opportunity Employer. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PACT Charter School will be based on merit, qualifications and abilities. PACT Charter School does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age, genetic information, marital status, membership or activity in a local human rights commission, status with regard to public assistance, sexual orientation, familial status, or any other characteristic protected by law (referred to as “protected status”). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all School facilities, participation in all School-sponsored activities, and all employment actions such as hiring, transfers, recruitment, promotions, compensation, demotions, layoff, discipline, benefits and termination of employment. PACT Charter School will provide reasonable accommodation to applicants and Employees with disabilities.

PACT Charter School will evaluate the performance of its Management and Supervisory personnel on the basis of their involvement in achieving equal employment opportunity for all. In addition, all other Employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate Supervisor. Employees can raise concerns and make reports without fear of reprisal. Responsible parties will investigate allegations of discrimination or harassment as confidentially and promptly as possible and PACT Charter School will take appropriate action in response to these investigations. Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

GENERAL EMPLOYEE RESPONSIBILITIES

- Promote and abide by the PACT Charter School mission
- Promote staff unity
- Perform job duties as outlined in the job description
- Participate in designated meetings to promote collaboration
- Maintain confidentiality of student, employee and family information
- Assist in the training of volunteers, substitutes and student helpers available to help employees with their responsibilities
- Report to the supervisor(s)
- Perform any other duties assigned by the supervisor(s)
- Report/disclose conflicts of interest to the supervisor, which will remain in the employee’s file
- Be aware of the School Board’s decisions affecting the employee’s status and /or activities
- Set a positive example for students, staff and parent
- Abide by all PACT Charter School policies and guidelines

REASONABLE ACCOMMODATION

PACT Charter School provides reasonable accommodation to known physical or mental limitations of a qualified employee with a disability unless the accommodation imposes an undue hardship on PACT Charter School. Reasonable accommodation may be, depending on all the circumstances, modification or adjustment to a job, the work environment, or the way things usually are done that enables an employee with a disability to perform the essential functions of a job and to enjoy equal benefits and privileges of employment.

If an employee requests reasonable accommodation, he/she should do so in writing. PACT Charter School will engage in an interactive process with respect to the employees' request for reasonable accommodation. PACT Charter School may request a physician's statement regarding the requested accommodation (except for pregnancy accommodation listed below). All requests for reasonable accommodation should be submitted to the employee's direct Manager.

Pregnancy Accommodations

This policy supplements the Accommodations Due to Pregnancy, Childbirth, and Related Conditions policy in the Employee Handbook, and applies to all Minnesota employees.

Employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy. PACT will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate against employees who request, decline, or use accommodation under this policy.

Employees should contact Human Resources to request accommodation for pregnancy or pregnancy-related conditions. Upon this request, PACT will engage in an interactive process with the employee to determine reasonable accommodation to enable the employee to perform the essential functions of the employee's job. PACT will accommodate pregnancy and pregnancy-related conditions unless doing so poses an undue hardship to PACT. Reasonable accommodation may include but is not limited to temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods, and limits to heavy lifting. PACT will not require an employee affected by pregnancy or a pregnancy-related condition to take a leave or accept accommodation.

PACT may require that employees provide medical documentation concerning the need for a pregnancy or pregnancy-related reasonable accommodation but will not require employees to submit medical documentation or claim undue hardship if the accommodation requested is for: (i) more frequent or longer restroom, food, or water breaks; (ii) seating; or (iii) limits on lifting no more than 20 pounds.

During any leave provided as accommodation for pregnancy-related conditions, PACT will maintain health benefits coverage for the employee and any dependents, but the employee must continue to pay any employee share of the benefits' cost.

By agreement with PACT, an employee 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. Upon an employee's return from a leave of absence as reasonable accommodation for a pregnancy or a pregnancy related condition, PACT will reinstate the employee to the former position or a position of comparable duties, number of hours, and pay, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. Additionally, employees are entitled to retain all accrued pre-leave benefits of employment and seniority, as if there had been no interruption in service. An employee returning from a leave of absence longer than one month must notify a

supervisor at least 2 weeks prior to return from leave. In some situations, there may be an exception to this reinstatement requirement if PACT experiences a layoff during the employee's leave and the employee would have lost a position had the employee not been on leave.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075. Employees also have the right to file a civil lawsuit for relief. For more information about this law visit <https://dli.mn.gov/newparents>.

Lactation Policy

PACT will provide reasonable break times each day to accommodate an employee desiring to express milk. The break times may run concurrently with rest and meal periods already provided. An employee's compensation will not be reduced for time used for the purpose of expressing milk.

PACT will make reasonable efforts to provide employees with the use of a clean, private, and secure room or location in close proximity to the work area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion by coworkers and the public and that includes access to an electrical outlet. This location may be the employee's private office, if applicable.

Employees should advise PACT if they need break time and an area for this purpose and should contact their supervisor if they have questions about this policy. PACT will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate against employees for exercising their rights under this policy. Employees who believe their rights have been violated under the Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

COMPLAINT POLICY

At PACT Charter School, we realize that effective communication between employees, parents, staff and students is essential to maintaining a productive working relationship. This is especially true in regards to complaints or grievances from employees, parents, staff and students. If there is a misunderstanding about an employee's job or PACT Charter School's policies, PACT Charter School encourages employees, parents, staff and students to voice issues or concerns to PACT Charter School personnel in the following order so that the concerns may be effectively addressed:

1. Directly involved parties
2. Supervisor
3. Executive Director HR & Operations
4. Superintendent
5. Board

In addition, recognizing that on-the-job work experience is the best source of suggestions for improvement in the workplace, PACT Charter School welcomes and solicits ideas from all employees. Suggestions concerning PACT Charter School's operation, general maintenance, facilities, services, or other matters should be made to the employee's supervisor or to the Administration.

PACT Charter School encourages all employees to bring their concerns directly to the appropriate personnel at PACT Charter School. Concerns that are expressed only to coworkers or to people outside PACT Charter School

are not likely to be given the attention that they deserve and may violate confidentiality considerations.

Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in an investigation.

PRIVACY OF EMPLOYEE INFORMATION

Access to the Personnel File information is restricted to those who need to know such information in order to perform their jobs. Non-Personnel File documents containing private employee information (e.g., consumer reports, I-9 forms, wage garnishment documents, credit card information, mortgage application inquiries, reference check results, and pre-employment or drug testing results) are kept in confidential files separate from Personnel Files.

If the company collects information on a medical condition or disability, it is collected and maintained in separate files and treated in a confidential manner. The company will only disclose such information to (1) Managers and Supervisors who need to be informed regarding necessary work restrictions and necessary accommodations; (2) first-aid and safety personnel who need to be informed about emergency treatment; (3) government officials who are investigating compliance-related issues and (4) as required by insurers pursuant to contract requirements or in the course of handling work-related claims (e.g., worker's compensation claims). Information may also be released for purposes mandated by Local, State, or Federal law.

Employees should notify the HR Specialist whenever there is a change of information required for Personnel Files or related to information provided for receipt of benefits (e.g., address, telephone number, marital status, emergency contact, number of dependents, or beneficiary).

HARASSMENT AND VIOLENCE PROHIBITION POLICY

[NOTE: Minnesota Statutes section 121A.03 requires that charter schools adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota Statutes, section 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that charter schools incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon charter schools than required by law. For that reason, MSBA recommends the adoption of its model policy by charter school. Each charter school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability (Protected Class).

II. GENERAL STATEMENT OF POLICY

A. The policy of the charter school is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel harasses a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the charter school.)

C. A violation of this policy occurs when any student, teacher, administrator, or other charter school personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's Protected Class.

D. The charter school will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or

academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

[NOTE: In 2023, the Minnesota legislature amended the definition of "sexual orientation" in the Minnesota Human Rights Act as reflected in subpart 6 below. A charter school board may choose whether to retain the phrase "including gender identity or expression" in light of the legislative amendment.]

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who

a. a physical sensory or mental impairment that materially limits one or more major life activities of such individual;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors having legal status or custody with:

a. the minor's parent or parents or the minor's legal guardian or guardians; or

b. the designee of the parent or parents or guardian or guardians with the written permission of the parent or parents or guardian/s. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

[NOTE: The 2024 Minnesota legislature revised the definition of "familial status".]

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex.

[NOTE: The 2023 Minnesota legislature redefined 'sexual orientation' in the Minnesota Human Rights Act.]

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment

or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other charter school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or 413-3
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

- a. touching, patting, grabbing, or pinching another person's intimate parts;
- b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other charter school personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school personnel or group of students, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The charter school encourages the reporting party or complainant to use the report form available from the superintendent, principal, or building supervisor or available from the school office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a charter school human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school human rights officer by the reporting party or complainant.

D. In Each School Building the superintendent, building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult charter school personnel who

receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the executive director or the charter school human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. Charter school personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the charter school human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the Charter School The charter school board hereby designates Executive Director of Human Resources and Operations as the charter school human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the Superintendent of Schools.

H. The charter school shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

L. The charter school will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the charter school's policies and procedures. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from charter school property and events and/or termination of services and/or contracts.

V. INVESTIGATION

A. By authority of the charter school, the human rights officer, within three (3) days of the receipt of a report or

complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school officials or by a third party designated by the school.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the charter school should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the charter school may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The charter school human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. CHARTER SCHOOL ACTION

A. Upon completion of an investigation that determines a violation of this policy has occurred, the charter school will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school policies and regulations.

B. The school is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the charter school. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

The charter school will discipline or take appropriate action against any student, teacher, administrator, or other school personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights or another state or federal agency, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, chapter 260E may be applicable.

B. Nothing in this policy will prohibit the charter school from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall be conspicuously posted throughout each charter school building in areas accessible to students and staff members.

B. This policy shall be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school.

C. This policy shall appear in the student handbook.

D. The charter school will develop a method of discussing this policy with students and employees.

E. The charter school may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 609.341 (Definitions)

Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)

29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)

42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)

42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of Charter School Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

TENNESSEN WARNING NOTICE (PRIVACY NOTICE)

The Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) is a state law that controls how government data is collected, created, stored (maintained), used and released (disseminated). The Act regulates what can be collected and who may see or have copies of the information, classification of the data, procedures for access to the information, and procedures for classifying information as not public. The Minnesota Government Data Practices Act provides employees with certain rights (M.S. Section 13.04, subdivision 2-4). These rights include, but are not limited to, the following provisions:

- Whenever a state or local government agency asks an employee to provide private or confidential data about themselves, the employee must be told.
 - Why the information is being collected
 - How the information will be used by the collecting agency
 - Whether they can refuse or are legally required to provide the data that is being requested
 - What the consequences are to the employee if you supply or refuse to supply the data
 - The identity of other persons or entities, which are authorized by law to have access to that data. The employee has the right to know what data is maintained about them and how the data is classified
 - The employee has the right to view, at no cost, all public and private data maintained about them
 - The employee has the right to have public and private data explained to them
 - The employee has the right to receive copies of public data and private data about themselves, however, they may be charged a reasonable fee for this service
 - The employee has the right to challenge the accuracy and completeness of any public or private data about themselves
 - Individuals who dispute the accuracy or completeness of public or private data must notify PACT's Data Practices Officer in writing describing the nature of the disagreement.

The Minnesota Government Data Practices Act considers the following as employees:

- Current and former employees
- Applicants for employment
- Independent contractors
- Volunteers

The data may be used to process information required to secure funding.

Examples of employee information that is public:

- Name and employee identification number

- City and county of residence
- Salary and contract related information
- Gross pension
- Value and nature of fringe benefits
- Expense reimbursements
- Job titles
- Job descriptions
- Education and training
- Previous work experience
- First and last date of employment
- Existence and status of complaints against employee
- Terms of buy-out agreements
- Final disposition of disciplinary action
- Work location/Phone Number
- Badge number
- Honors and awards received
- Payroll timesheets
- Budgets
- Invoices and purchase orders
- Veteran status

Data about the alleged maltreatment of a student on the part of an employee must be provided to the Minnesota Department of Education upon request. This information about employees may be released to law enforcement agencies to allow them to investigate allegations of a criminal act by an employee.

Examples of employee information that is private:

- Social security number
- Birth date
- Home phone number
- Home address
- Gender
- Ethnicity
- Citizenship
- Disability status

COMPENSATION**COMPENSATION PROGRAM GOALS AND OBJECTIVES**

The goal of the compensation program is to provide compensation and benefits that will attract, motivate, and retain quality Employees. Employees will be informed individually of the placement of their position within the compensation system so that they understand the manner in which their pay rate is established and form realistic expectations of any future adjustments to their compensation. Future adjustments are not guaranteed unless stated in an employment agreement separate from this handbook and will be made solely at the discretion of School's The Chief Operating Officer.

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. 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 651-284-5075 or 800-342-5354.

EMPLOYEE CLASSIFICATIONS

Various methods are used to classify Employees. Some methods define Employee status in terms set by law. Other methods classify Employees according to title and job description.

All Employees are considered either exempt or non-exempt. These broad categories are defined and governed by State and Federal wage and hour laws.

Exempt Employee: These classified workers are exempt from the standards that ensure hourly workers overtime pay and the minimum wage. Exempt Employees are generally paid a salary for their work.

Non-Exempt Employee: Non-Exempt Employees are required to record their working hours and are eligible for overtime pay and minimum wage. These employees are generally paid an hourly wage for their work.

Our Employees are further defined as below:

Regular Full-Time

A regular full-time employee is one who is budgeted and scheduled to work for 40 hours per week or 2080 hours per fiscal year.

Regular Year-Round Part-Time

A regular year-round part-time employee is one who is budgeted and scheduled to work a minimum of 1040 hours for 12 months per fiscal year.

Regular Schoolyear Part-Time

A regular school-year part-time employee is one who is budgeted and scheduled to work for 11 months or less per fiscal year.

Regular Combined Part-Time

A regular combined part-time employee is one who is scheduled for a combination of 2 or greater positions not to exceed 1.0 FTE.

Temporary Full-Time

A PACT Charter School Board approved temporary full-time employee is one who is employed on a schedule of forty (40) hours a week for a defined and limited period of time and is so informed at the time of hire. Temporary full-time positions are not eligible for benefits except for those mandated by law.

Temporary Part-Time

A temporary part-time employee is one who is employed on a schedule of less than forty (40) hours a week, for a definite limited period of time, and is so informed at the time of hire. Temporary part-time positions are not eligible for benefits except for those mandated by law.

Per-Visit Employees (Substitutes)

Per-visit employees are hired to work on an as needed basis for an undetermined time period. A per-visit employee is scheduled to work a variety of hours per week. There is no guarantee of scheduled hours for persons employed in these categories. Per-visit employees (substitutes) positions are not eligible for benefits except for those mandated by law.

Please Note: Employees under an Employment Agreement/Licensed Staff are generally licensed teaching staff and other specified positions. These employees should refer to their employment agreements for their employment classification, schedule, work expectations, pay and benefits.

All Employees are Employees at-will.

Full-time Equivalency (FTE) for At-Will Employees

Full-time work shall be based on 2080 hours, or 52 weeks at 40 hours per week. The relationship between 2080 and the scheduled hours will produce a fraction or percentage of full-time equivalency.

SCHEDULES AND WORKDAYS

School Year

Student contact days and Employees under an Employment Agreement/Licensed Staff contract days are defined in the PACT Charter School Calendar. The duty year for new Employees under an Employment Agreement/Licensed Staff may include additional days of orientation prior to the commencement of the school year and additional day(s) outside the normal duty days for new teacher induction as determined by Administration and the School Board. Additional contract days and/or compensation will be determined through Administration and approved through the PACT Charter School Board.

Work Hours

All employees whose position is dependent on school hours and student-contact days should refer to the school calendar. The employee may be assigned a specific work hour schedule and will be expected to begin and end work according to the schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short-term or long-term basis.

Teaching Hours

On school days, Employees under an Employment Agreement/Licensed Staff are to be at the school for an average of 8.0 paid hours per day, according to the schedule set by administration. Part-time Employees under an Employment Agreement/Licensed Staff will be given a more specific schedule based upon their classes and their FTE. Part-time Employees under an Employment Agreement/Licensed Staff will receive a detailed schedule from Administration indicating arrival and departure times based on their job responsibilities and FTE (Full Time Equivalency).

All School Student Events

Contract/Licensed Personnel should attend seasonal all-school events and all-school meetings, as designated by administration. This may include but is not limited to: beginning-of-the-year student orientation, Elementary and Secondary music performances and other student-centered activities. Administration will inform all staff of the expectations, which may differ according to position. Other staff members are encouraged to attend student activities to foster relationships between students, parents, and staff.

Rest and Meal Periods

This policy applies to all Minnesota employees other than employees exempt from overtime and minimum wage requirements under the Minnesota Fair Labor Standards Act (which exempts bona fide executive, administrative, professional, or outside sales employees and certain other employees). Employees with questions about whether these policies apply to them should contact Human Resources.

Rest Breaks

Eligible employees will be permitted to take a paid rest break of 15 minutes (or enough time to utilize the nearest restroom, whichever is longer) within every four consecutive hours of work. Rest breaks are duty-free and free from management control. Such rest break must start so that it ends before the 4th hour of work has concluded. Note that an unpaid meal break is not counted when calculating hours worked, so long as the employee is relieved of all duties during the meal break. An employee is not entitled to a rest break if the employee's total daily work time is less than four hours.

Because rest breaks are paid, employees do not clock out for this time. If a member of management specifically acknowledges they are knowingly interrupting an employee's rest break, the employee may take a replacement rest break within the required time period.

Meal Break

PACT provides eligible employees with an unpaid meal break of 30 consecutive minutes for each workday of six or more consecutive hours. An employee is not entitled to a meal break if the employee's total daily work time is less than six hours. During an unpaid meal break, employees are relieved of all duties and must perform no work for PACT. Employees must ensure their timecards accurately reflect the time taken for their meal break. If a member of management specifically acknowledges they are knowingly interrupting an employee's meal break, the employee may take a replacement meal break the same day and should notify Human Resources promptly so their timecard may be adjusted accordingly.

Policy Violations

It is a violation of this policy for any supervisor or other employee to interfere with an employee's ability to take meal and rest breaks in accordance with this policy. If an employee is prevented from taking a duty-free meal or rest break as described in this policy, the employee should advise their supervisor or another member of management, in writing, no later than their next scheduled workday. PACT will do its best to resolve any problems that interfere with the employee's ability to take their meal or rest periods.

If an employee believes this policy has been violated, the employee should notify their supervisor, any other member of management, or Human Resources. PACT strictly prohibits retaliation against employees for reporting suspected violations of this policy in good faith. Employees who believe they are being retaliated against for making such a report should promptly contact Human Resources.

Nothing in this policy is intended to interfere with or conflict with any other law, such as the Women's Economic Security Act, that may provide for more frequent or longer restroom, food and water breaks, if requested.

ELECTRONIC TIMESHEETS

Federal and State laws require PACT Charter School to keep accurate records of hours worked by non-exempt Employees.

Employees are to be at work on time. Employees will record their time in the Time and Attendance (Frontline) Timeclock Management System. Generally, pay periods run from the first through the fifteenth of the month and the sixteenth to the end of the month. Employees should record the actual time work begins and ends, as well as the beginning and ending time of each meal period, PACT Human Resources may adjust recording of time to the quarter-hour intervals. For payroll purposes, the work week starts on Monday and ends on Sunday.

Pre-approval from the supervisor should be obtained before altering established work hours. Based on the needs of the school, Administration may grant an exception to the hours paid to an employee when the minimum number of hours for a specific duty is less than two hours. These exceptions are defined by the employee's position and require pre-approval from Administration. All timesheets must be submitted electronically through the Time and Attendance (Frontline) Timeclock Management System.

Timesheets not submitted on time may result in delayed payment.

- Non-exempt employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Non-exempt employees must also record any departure from work for any non-work-related reason.
- Altering, falsifying, and tampering with electronic time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.
- Any errors in your electronic timesheet should be reported immediately to the Human Resource Department.
- If the school finds errors, which require a deduction in pay, the employee will be asked to change the electronic timesheet and re-submit it again.

Employee electronically submitted timesheets are due to your supervisor on the dates listed on the pay schedule for the fiscal year. Supervisors need to approve and submit electronic timesheets to the Human Resource Office by 8:00 a.m. on the next day following the end of the pay period. Supervisors should report any regular exceptions to the Human Resource Office. Note: If your supervisor is not available, your submitted timesheet will automatically be sent to Human Resources.

Employees under an Employment Agreement/Licensed Staff may be requested to work additional assignments or may be required to complete an electronic timesheet to record hours for additional duties. Completed timesheets need to be submitted for approval and forwarded to Human Resources at the end of the pay period (see pay PACT Charter School

schedule for timelines). Employees should record the actual time worked, including the beginning and ending time of each meal period. For payroll purposes, the work week starts on Monday and ends on Sunday.

OVERTIME

Overtime may be requested during heavy work periods. Non-exempt Employees will be paid one and one-half times their regular rate for all actual time worked in excess of 40 hours each week. For example, time attributable to vacations, sick leave, and holiday pay will not be counted as “hours worked” for purposes of computing overtime. Non-exempt Employees must obtain their Supervisor’s approval prior to working any overtime. Non-exempt Employees should not access job related emails or conduct other work outside of approved working hours. Exempt Employees are not eligible for overtime pay.

There are occasions when a temporary work load may require that you work more than your regularly scheduled number of hours. By definition of the Federal Fair Labor Standards Act, non-exempt employees are eligible for overtime pay. Exempt employees do not receive overtime pay.

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. The supervisor, under the guidance of Administration, must authorize all overtime work for non-exempt employees in advance. Working overtime without prior authorization may result in disciplinary action.

Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of 40 hours in one work week and as otherwise required by state and federal law. There will be some pay periods in which an employee is paid for holiday or personal leave time. The overtime rate is only paid on the actual hours worked beyond 40. Hours worked do not include holiday or personal time hours for which the employee is paid but did not work.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

ADMINISTRATIVE PAY CORRECTIONS

PACT Charter School takes all reasonable steps to ensure that the employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Human Resources, so that corrections can be made as quickly as possible.

If underpayments or overpayments are identified, the employee's next regularly scheduled paycheck will be adjusted to include the corrected amount or any back pay due the employee or the school.

WAGE GARNISHMENTS

PACT Charter School will adhere to legally imposed wage assignments and garnishments and will not modify the terms of those legal arrangements unless ordered to by a court. The school will deduct the administrative costs of complying with wage assignment and garnishment orders, up to the amount allowed by statute.

DIRECT DEPOSIT

Direct deposit is highly recommended. With direct deposit, the net pay is deposited into a financial institution of the employee’s choice. Employees may review their payroll information online, generally 2 days prior to the pay date. Subsequently, an employee’s check will be directly deposited into their account, provided that their direct deposit has been established. Direct deposit account changes may take up to 2 pay periods to establish; this will allow time

for the financial institution to verify the accuracy of the direct deposit information.

PACT Charter School does not provide the option of printed direct deposit slips. PACT Charter School staff members (using an employee number and password) will be able to securely view all their payroll data via web access, including W-4 tax withholdings, payment history, leave balances and usage. A computer and printer will be made available for staff use for access to electronic pay information. Details and inquiries regarding a paper option will be available in Human Resources.

EMPLOYEE ONLINE PAYROLL INFORMATION

All employees have access to their payroll information online. Generally, paycheck data is available on the Employee Self Service (ESS) online option 2 days prior to payday. Employees may access and print a copy of their earning statements from ESS. As a convenience, a link to the sign in page of the Employee Self Service has been established at the PACT Charter School website: www.pactcharter.org. Information and instruction on how to access ESS will be handed out during the new hire application process, at All Staff Orientation and will be available in Human Resources.

Employees are responsible for logging off and closing the Employee Self Service electronic option. Once an employee logs in, they should not leave the computer unattended and make sure to end the session safely.

PROFESSIONAL DEVELOPMENT PAY

Course work taken at the request of PACT Charter School with written supervisor and Administration approval will be paid by PACT Charter School. The employee's time may also be compensated. However, travel time will not be compensated. Mileage reimbursement is consistent with the IRS Standard Mileage Rates. Job-related course work requested by the employee might also be reimbursed on a limited basis if approved by the supervisor.

Educational coursework fees (unless pre-approved by Administration), professional association dues, and licensure fees are to be paid by the Employees under an Employment Agreement/Licensed Staff.

One (1) paid day is allotted for staff development and the department head is allotted a pool of funds to be distributed at their discretion toward professional development educational course fees or staff development workshops. This should be in line with professional development goals and/or PACT Charter School goals. The approved professional development day will not be considered in the tally of leave days. The employee is to enter the request for staff development in the Absence Management (Frontline) Substitute System at least two weeks in advance to acquire a substitute for the day.

Occasionally, Administration may approve professional development beyond the one day, if it is required by the school and will benefit the program.

There may be times that the school would require additional training. This may not impact the professional day. If PACT Charter School requires it, PACT Charter School will pay for both their time and the fees. However, any required PACT Charter School coursework would be approved through the Superintendent.

SALARIES

Employees under an Employment Agreement/Licensed Staff contracts are for the school year (typically mid-August through the last week in May). However, to aid the employee and the school, Employees under an Employment Agreement/Licensed Staffs' salaries and benefits have the option to be paid over a 10- or 12-month period from September through June or August. Before any salary payments can be made, employees must have on file in the Human Resource Office: a current copy of the employee's teaching license (when applicable), a current IRS Form W-4, I-9 (including acceptable documentation), a completed Teacher Retirement Form, a completed authorization for direct deposit, the results of a BCA Background check, a signed Employees under an Employment Agreement/Licensed Staff contract, and a signed acknowledgement form from the Employee Handbook.

Individual Employees under an Employment Agreement/Licensed Staff salaries will be recommended to the School Board according to the current PACT Charter School Teacher Salary Matrix. Salary step and increment increases suggested in the salary schedule are used as a guide. Some positions that require additional education or license specialties may be granted additional compensation. A teacher under a current contract with PACT Charter School who wishes a change in assignment may apply for any open position and will receive consideration with other qualified applicants in the hiring process.

SUMMER SALARIES

Salary payments for returning Employees under an Employment Agreement/Licensed Staff will be processed in mid-June for the summer payments for the prior school year contract, therefore any changes in benefits, employment status, exemptions (W-4), and financial institution information will not take effect until September.

PACT Charter School may request new Employees under an Employment Agreement/Licensed Staff to attend training during summer hours. This training does not impact the contract and/or benefit effective dates. Compensation will be determined by the Administration. Compensation for this training will be compensated as an hourly rate and a time sheet will need to be completed. See the Human Resource Specialist for a timesheet.

SALARY ADVANCES/LOANS

PACT does not permit advances on paychecks or against accrued paid time off.

SALARY INCREASES

PACT annually reviews the compensation pay plan and budget. If salary increases are awarded, they become effective Pay Period 1 at the beginning of the fiscal year or as indicated on the specific contract.

SUMMER CURRICULUM DEVELOPMENT/TRAINING PAY

Ordinarily, pay for summer curriculum development will be distributed during September once approved by Administration.

CONTINUING EDUCATION FOR ADVANCEMENT

To advance lanes on the Licensed Staff Salary Schedule, an official sealed copy of transcripts from the registrar of the institution attended certifying the courses taken, credits allowed, and grades received shall be submitted to the Human Resource Specialist.

- All Employees under an Employment Agreement/Licensed Staff may advance on the salary matrix when returning for an additional year at PACT Charter School with PACT Charter School Board approval.
- All credits for lane advancement must be graduate credits. Credits earned prior to September 1 and received by Human Resources by October 31 shall become effective from the start of the school year. Any credits earned and submitted by January 31 will be mid-contract year. A written letter should be submitted to the

Human Resource Generalist requesting lane advancements, with the appropriate information attached.

- A grade equivalent of “C” or higher, or “P” when pass/fail method of grading is used, is required to apply toward step-lane advancement.

PAYDAYS AND PAYMENT METHODS

Paychecks will be issued bimonthly on the 15th and last day of each month unless that day ends on a weekend or holiday, then it would be the closest workday prior to the scheduled date. Non-exempt employees will be paid for hours worked in the previous pay period.

Employees may have pay directly deposited into their bank accounts on payday if they provide advanced written authorization to Payroll. It is the Employee’s responsibility to verify their check or direct deposit is correct. Employees will receive an itemized statement of wages when they look up their direct deposits in Employee Self Service

In the event that there is an error in the amount of pay, the Employee should promptly bring the discrepancy to the attention of Human Resources so that corrections can be made as quickly as possible. PACT Charter School will make good faith efforts to correct mistakes when alerted to them.

MEAL PROGRAM

PACT Charter School offers breakfast and lunch meals to all staff, in accordance with guidelines established by the USDA and MDE. Meals will be offered at an established price, a reduced price or at no charge, based on criteria established by MDE. Meals must be purchased through the approved online vendor. Orders will not be accepted after the established deadline.

Procedure:

1. Monthly menus will be posted electronically on the PACT website by the 10th of each month.
2. The monthly menus will be uploaded to our order processing vendor. Families & staff will have a window, beginning on the 10th of the month and ending on the 20th of the month, in which to complete their electronic meal orders.
 - a. If the last day of the order window falls on a Friday, the window will be extended through 11pm central time on Sunday evening.
3. If staff miss or are unable to complete their orders by the established order deadline, they will be unable to order meals until the following month.
 - a. A staff member may not deny a meal, regardless of the ability to pay, to a student. If a student fails to order a meal or fails to bring a meal to school with them, PACT will offer that student an alternative meal and charge the student based on the following scale:
 - i. Denied Status = Full costs of the alternative meal as established by the Business Office at the beginning of the school year.
 - i. Free/Reduced Status = No charge per alternative meal

BENEFITS

See the Human Resource Specialist for current benefit offerings and eligibility. See benefit books for coverage and summary information.

PACT Charter School offers the following benefits to eligible/qualifying employees:

- Health Insurance meeting Federal Guidelines; or employees working a 0.5 FTE or greater
- Health Savings Account (HSA) corresponding to the health insurance plan
- Dental Insurance (must be 0.5 FTE or greater)
- Life Insurance (must be .75 FTE or greater)

- Long Term Disability Insurance (must be .75 FTE or greater)
- 403b Retirement Plan and/or 457 (b) Plan

All benefits are subject to the terms and conditions described in the plan documents for each plan (sometimes referred to as the summary plan description or insurance certificate). If an employee has any questions about these benefits, they should speak with the Human Resource Specialist or review the actual plan documents. In the case of any conflict between this information and the actual terms and conditions for the benefit plan as set forth in the plan documents, the plan documents will always control.

All employees are subject to state law with regards to eligibility for, and contribution to, the state retirement programs such as TRA and PERA.

Should your position with PACT Charter School terminate, you may be able to continue some of the benefits at your discretion and expense, subject to COBRA law and coverage contract.

Public Employees Retirement Association Plan (PERA)

PACT Charter School non-licensed employees generally participate in PERA (Public Employees Retirement Association). Some exclusion may apply. PERA eligibility is restricted to those employers that meet the definition of a governmental agency set by Minnesota law. PACT Charter School is subject to legislation that changes the Public Employees Retirement employee and employer contribution rates.

Retirement/ Investment Plan

All employees are eligible for 403(b) plan and a 457(b) Retirement/Investment Plan. Employees that contribute to the 403(b) plan and/or 457(b) plan offered through PACT are eligible to receive a one (1) percent company match, unless their contract stipulates differently.

Teachers Retirement Association

PACT Charter School Employees under an Employment Agreement/Licensed Staff participate in Teachers Retirement Association (TRA), which will be automatically deducted from each paycheck. Employees under an Employment Agreement/Licensed Staff contribute a predetermined percent, determined by statute, of their eligible salary to Teachers Retirement Association (TRA) by tax-exempt payroll deductions. Employers contribute a predetermined percent, determined by statute, simultaneously. Contribution rates are determined by statute and subject to change by the Minnesota Legislature.

BENEFIT CONTINUATION (COBRA)/MINNESOTA CONTINUATION COVERAGE

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PACT Charter School's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an Employee; a reduction in an Employee's hours or a leave of absence; an Employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under COBRA, the Employee or beneficiary pays the full cost of the coverage plus an administration fee.

PACT Charter School will provide a written notice describing rights granted under COBRA when the individual becomes eligible for COBRA. This notice contains important information about the Employee's rights and obligations.

ATTENDANCE AND TIME AWAY FROM WORK

ATTENDANCE AND TIME AWAY FROM WORK

ATTENDANCE AND PUNCTUALITY

Absenteeism, early departures from work, and late arrivals can be a burden to fellow employees and PACT Charter School. Employees should be prepared to start working at their scheduled time. If an employee cannot avoid being late to work or is unable to work as scheduled, they must notify the Absence Management (formally known as Aesop) Substitute Line (if prior to 7:00 a.m.) or call their direct supervisor.

PACT Charter School will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable PACT Charter School to make a determination. An employee must notify the Human Resource Department of any change in their work status as soon as possible.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Employees who do not call in or show up for work for three consecutive days will be considered to have voluntarily terminated.

Staff Medical Self-Evaluation

PACT Charter School encourages and promotes the well-being of staff and students.

Guidelines for deciding if an employee is too sick to report to work:

- If the employee has had a fever of 100 degrees or more, the employee should stay home for 24 hours after the temperature returns to normal.
- If the employee has vomited or had diarrhea, he or she should stay home for 24 hours after the last episode.
- If the employee has had a rash that may be disease related or if they don't know the cause of the rash, they should check with their physician before returning to work.
- If the employee has a medical condition that would not allow them to perform their duties/job responsibilities in a safe and productive manner, they should complete an absence through Absence Management (formally known as Aesop).

PACT Charter School encourages staff to use common sense when a sickness has occurred in order to protect the students and the staff at school. To promote wellness, PACT Charter School may ask an employee to go home if he or she demonstrates the symptoms addressed above.

Employees are required to complete an absence through Absence Management (Frontline) for ALL prearranged absences.

Absence Notification

When using leave days, the employee shall enter their request for leave in the Absence Management (formally known as Aesop) Automated Substitute Placement and Absence Management System, allowing adequate lead time for the system to contact a substitute (if necessary). In case of illness and emergencies, the Absence Management (formally known as Aesop) notification of sick leave should be entered via the internet before 5:30 a.m., or as soon as possible. If the deadline cannot be met, call Extension 1111 and email or text your direct supervisor so a substitute can be manually assigned. For non-emergency and all pre-planned leave days, the employee should complete the request for leave in Absence Management (formally known as Aesop) and receive supervisory approval at least five days in advance.

FEDERAL AND STATE LEAVES

PACT Charter School complies with all Federal and State Leave laws. See Management if you have questions to a specific situation.

BEREAVEMENT LEAVE

Employees under an Employee Agreement should refer to that agreement for bereavement leave details.

All other employees who wish to take time off due to the death of an immediate family member should notify his or her supervisor immediately. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with his or her supervisor's approval, use any available PTO for additional time off as necessary.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay for each event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or grandparent. Proof may be required.
- Employees are encouraged to use their allotted PTO time for a death of a relative not listed above.

BONE MARROW DONATION LEAVE

Individuals who work 20 or more hours per week are entitled to paid leaves of absence to donate bone marrow. The length of the leave is determined by the Employee, but may not exceed 40 work hours, except with the employer's agreement. PACT Charter School may require physician verification of the purpose and length of each leave. If there is a medical determination that the Employee does not qualify as a bone marrow donor, the paid leave of absence granted to the Employee prior to that medical determination is not forfeited. PACT Charter School shall not retaliate against an Employee for requesting or obtaining a leave of absence.

ELECTION JUDGES

Employees are required to notify PACT Charter School at least 20 days in advance that the employee will be serving as a Minnesota Election Judge. Employees will be paid their normal rate of pay equal to their normal work hours; however, the employee will be required to reimburse PACT Charter School the amount the employee received while serving as an Election Judge.

EMERGENCY CLOSINGS

At times emergencies such as severe weather, fires, power failures or other natural disasters can disrupt PACT Charter School's normal operating procedures. In extreme cases, these circumstances may require the closing of a work facility. Emergency closing or late start notifications will be communicated via text message, email, and/or phone, posted with local news agencies and on the PACT Charter School website (if accessible).

- When the decision to close is made AFTER the workday has begun, employees will receive official notification from Administration. In cases where an emergency closing is not authorized by Administration, employees who fail to report for work will not be paid for the time off. Licensed staff and employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. Hourly non-essential staff may be reassigned to receive regular pay.

JURY DUTY

Employees are encouraged to fulfill their civic responsibilities and PACT Charter School will abide by all Federal, State, and Local laws regarding jury duty. PACT Charter School will provide time off with pay for up to two weeks for any employee assigned to jury duty upon presentation of the appropriate notice. Employees are required to give as much advance notice as possible. Any payment to the employee from the courts (with the exception of mileage reimbursement) will be required to be turned in to PACT Charter School.

FAMILY AND MEDICAL LEAVE POLICY

Employers with 50 or more Employees must comply with Federal Family and Medical Leave Policy. This policy explains your leave rights under the Family and Medical Leave Act ("FMLA") of 1993, as amended. Under this policy, PACT Charter School will grant eligible Employees an unpaid leave of absence (called "FMLA leave") on a 12-month period measured forward from the date any employee's first use of FMLA leave (fixed FMLA year) (fixed FMLA year) for qualifying family and/or medical reasons.

FMLA leave, Pregnancy and Parental Leave (PPLA) and Minnesota Paid Leave, if applicable, run concurrently, subject to applicable law. However, if an employee takes Paid Leave or FMLA, for reasons unrelated to PPLA reasons (such as a back injury not caused by pregnancy), the employee is still entitled to 12 weeks of unpaid PPLA.

The Department of Labor's "Employee Rights and Responsibilities under the FMLA" is set forth below. If you have any questions about FMLA leave, please contact Human Resources.

1. **Eligibility Requirements:** Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months*, and if at least 50 Employees are employed by the employer within 75 miles.
2. **Basic Leave Entitlement:** FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees for the following reasons:
 - For incapacity due to pregnancy, prenatal medical care, or childbirth;
 - To care for the Employee's child after birth, or placement for adoption or foster care;
 - To care for the Employee's spouse, (step) son, (step) daughter, or (step) parent, who has a serious health condition; or
 - For a serious health condition that makes the Employee unable to perform the Employee's job.

Definition of Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in School or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

3. **Military Family Leave Entitlements:** Eligible Employees with a spouse, son, daughter, or parent on active duty or call to covered active-duty status may use their 12 weeks leave entitlement to address certain

ATTENDANCE AND TIME AWAY FROM WORK

qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible Employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise on the temporary disability retired list for a serious injury or illness*; or 2) a veteran who was discharged or released under the conditions other than dishonorable at any time during the five year period prior to the first year the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. However, the Employee will only be entitled to a total of 26 weeks for *all* leave taken during that twelve-month period (including FMLA leave taken for other reasons).

**The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.”*

4. **Use of Leave:** An Employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
5. **Employee Responsibilities:** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When a 30 day notice is not possible, the Employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

6. **Employer Responsibilities:** Covered employers must inform Employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the Employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform Employees if leave will be designated as FMLA-protected and the amount of leave counted against the Employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the Employee.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ATTENDANCE AND TIME AWAY FROM WORK

7. **Pay and Benefits:** FMLA leave is not a paid leave by PACT Charter School. If the Employee has paid time off available, the Employee may use the paid time off for the FMLA leave and such time will count both as FMLA leave and as PTO or ESST. Certain Employees may be eligible for short-term disability pay in the event of a serious illness of the Employee, but the utilization of paid leave or benefits during FMLA leave shall not extend the FMLA leave beyond the 12- or 26-week limits.

Employees do not accrue paid time off, or other leave grants during the FMLA leave, nor will the Employee receive holiday pay for any holidays which occur during the FMLA leave.

PACT Charter School will continue to provide group health insurance benefits to Employees on FMLA leave, provided they were eligible for such benefits prior to the leave. The Employee continues to be responsible for his/hers or her portion of the premium, which will be deducted from any pay received by the Employee during the FMLA leave. If the Employee does not receive compensation from PACT Charter School during the FMLA leave, the Employee must pay their portion of the premium to PACT Charter School on or before the time it would be made if by Payroll deduction. If the Employee does not return to work at the end of the FMLA leave, the Employee may be eligible for COBRA insurance continuation at his/hers or her own cost. In that case, the Employee will be required to reimburse PACT Charter School for premium payments made during the FMLA leave.

8. **Return to Work:** Employees returning to work will normally be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Returning Employees retain eligibility for any group benefits for which they were eligible prior to the leave, including group health insurance, even if the Employee did not pay the Employee's portion during the FMLA leave, but PACT Charter School retains the right to recover any unpaid Employee portion of group health insurance for the period of the FMLA leave, upon the Employee's return to work.

If the FMLA leave was for the Employee's own serious illness, the Employee must submit a medical certification to PACT Charter School which states that the Employee is able to resume work, and perform all the essential duties of his/hers or her position before the Employee may be restored to his/hers/her same position. PACT Charter School will provide a list of essential job functions to the Employee at the time the leave was designated, so that the treating physician will be able to give an informed opinion about the return to work.

The legal requirements concerning medical and other leaves are complicated. If you have any questions about your entitlement to leave, please feel free to contact The Chief Operating Officer for more information.

9. Special Rules Applicable to Employees of Schools

Special rules for School employees, definitions.

- a. Certain special rules apply to employees of local educational agencies, including public Board of Directors and elementary and secondary Schools under their jurisdiction, and private elementary and secondary Schools. The special rules do not apply to other kinds of educational institutions, such as colleges and universities, trade Schools, and preschools.
- b. Educational institutions are covered by FMLA (and these special rules) and the **Act's 50-employee coverage test does not apply**. The usual **requirements for employees to be eligible do apply, however, including employment at a worksite where at least 50 employees are employed within 75 miles**. For example, employees of a rural School would not be eligible for FMLA leave if PACT Charter School has fewer than 50 employees and there are no other Schools under the jurisdiction of the same employer (usually, a Board of Directors) within 75 miles.

ATTENDANCE AND TIME AWAY FROM WORK

- c. The special rules affect the taking of intermittent leave or leave on a reduced leave schedule or leave near the end of an academic term (semester), by instructional employees. *Instructional employees* are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.
- d. Special rules which apply to restoration to an equivalent position apply to all employees of local educational agencies.

Special rules for School employees, limitations on intermittent leave.

- a. Leave taken for a period that ends with PACT Charter School year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of PACT Charter School year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of PACT Charter School year.
 - 1. If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered service member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the employer may require the employee to choose either to:
 - (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
 - (ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
 - 2. These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. *Periods of a particular duration* means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.
- b. If an instructional employee does not give required notice of foreseeable FMLA leave (see §825.302) to be taken intermittently or on a reduced leave schedule, the employer may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the employer may require the employee to delay the taking of leave until the notice provision is met.

Special rules for School employees, limitations on leave near the end of an academic term.

- a. There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular rules apply except in circumstances when:
 - 1. An instructional employee begins leave more than five weeks before the end of a term. The employer may require the employee to continue taking leave until the end of the term if —

- (i) The leave will last at least three weeks, and
 - (ii) The employee would return to work during the three-week period before the end of the term.
- (2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if—
 - (i) The leave will last more than two weeks, and
 - (ii) The employee would return to work during the two-week period before the end of the term.
- (3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The employer may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.
- b. For purposes of these provisions, *academic term* means PACT Charter School semester, which typically ends near the end of the calendar year and the end of spring each School year. In no case may a School have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

Special rules for School employees, duration of FMLA leave.

- (a) If an employee chooses to take leave for periods of a particular duration in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.
- (b) In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The employer has the option not to require the employee to stay on leave until the end of PACT Charter School term. Therefore, any additional leave required by the employer to the end of PACT Charter School term is not counted as FMLA leave; however, the employer shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

Special rules for School employees, restoration to an equivalent position.

The determination of how an employee is to be restored to an equivalent position upon return from FMLA leave will be made on the basis of “established Board of Directors policies and practices, private School policies and practices, and collective bargaining agreements.” The “established policies” and collective bargaining agreements used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave. Any established policy which is used as the basis for restoration of an employee to an equivalent position must provide substantially the same protections as provided in the Act for reinstated employees. See §825.215. In other words, the policy or collective bargaining agreement must provide for restoration to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. For example, an employee may not be restored to a position requiring additional licensure or certification.

10. **Enforcement:** An Employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

ATTENDANCE AND TIME AWAY FROM WORK

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or Local law or collective bargaining agreement which provides greater family or medical leave rights.

MINNESOTA PREGNANCY AND PARENTAL LEAVE

Minnesota employees are entitled to take up to 12 weeks of unpaid Pregnancy and Parental Leave (“PPLA”) for: (1) the birth or adoption of a child; or (2) for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions (for female employees). PPLA 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. Leave taken for prenatal care will not count against PPLA. Employees must provide reasonable advance notice of the dates leave will begin and the estimated amount of leave that will be taken.

PPLA, Family and Medical Leave Act (FMLA) leave and MN Paid Leave, if applicable, run concurrently, subject to applicable law. However, if an employee takes Paid Leave or FMLA, for reasons unrelated to PPLA reasons (such as a back injury not caused by pregnancy), the employee is still entitled to 12 weeks of unpaid PPLA.

With the exception of ESST (see the Minnesota Earned Sick and Safe Time Policy), the amount of PPLA will be reduced by any paid time off provided by PACT, including disability, personal, medical or sick leave, or vacation time, so the total leave (PPLA leave plus other paid leave) is not more than 12 weeks. An employee may choose—but is not required—to use ESST for PPLA absences. PACT will continue to provide insurance coverage under any group insurance policy, group subscriber contract, or healthcare plan to the employee and any dependents as if the employee were not on leave, but the employee must continue to pay any employee share of the benefit’s cost. An employee returning from a leave of absence longer than one (1) month must notify a supervisor at least two (2) weeks prior to return from leave.

PACT will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence in accordance with the Minnesota Pregnancy and Parental Leave Act or for asserting rights under the Lactation Policy and Pregnancy Accommodations Policy.

MINNESOTA PAID LEAVE – AVAILABILITY OF PAID LEAVE BENEFITS – EQUIVALENT PLAN

Effective January 1, 2026, all qualified Minnesota employees are entitled to Minnesota Paid Leave (“Paid Leave”). Paid Leave is a program that provides payments and job protections when employees need time off to care for themselves or their family. Paid Leave provides most Minnesota employees with a total of up to 12 weeks of family or medical leave per benefit year. If both are needed, employees may qualify for up to twenty (20) weeks in total. Paid Leave is funded through payroll deductions and employer contributions.

PACT is using a private, equivalent insurance plan, in lieu of the state plan. For purposes of Paid Leave, PACT’s “benefit year” is Calendar Year.

Employees who have questions regarding their Paid Leave application or benefits should contact Tauseef Khan, our Paid Leave Administrator. PACT has posted notices of the Paid Leave at all Company facilities.

This policy is intended to comply with the requirements of the Minnesota Paid Leave Law, Minn. Stat. Ch. 268B and the Minnesota Administrative Rules, Ch. 3317, Paid Leave. In the event of a conflict between the Paid Leave Law, the Rules and this policy, the Minnesota Paid Leave Law and Rules control.

Refer to the Paid Leave Notice or Carrier policy for specific plan details. The name and contact information for PACT’s Insurer is:

PACT's Paid Leave Identification Number is: 41-1775865

The Division's contact information is: Met Life
Department of Employment and Economic Development, Paid Leave Division
180 E 5th St., 12th Floor
St Paul, MN 55101

E-mail: paidleave@state.mn.us
Phone: 651-556-7777 or 844-556-0444 (toll-free)

Visit paidleave.mn.gov to apply or for more information about Paid Leave.

General Eligibility:

Coverage is Equivalent to the state plan. Most Minnesota workers (including part-time and temporary) are covered by Paid Leave. To qualify for Paid Leave, an employee must work in Minnesota more than fifty percent (50%) of the time or live in Minnesota and not work more than fifty percent (50%) of the time in any one single other state. In addition, employees must have earned the minimum of wage credits working in Minnesota in the past year (5.3% of the state's average annual wage rounded down to the next lower \$100) required by the state the prior twelve (12) months (\$3,900 for the start of Paid Leave in 2026).

Independent contractors and certain seasonal employees are not covered by Paid Leave but may opt in by contacting the Division. Seasonal employees who are not automatically covered will receive a notice of ineligibility from PACT upon hire.

Who Pays for the Equivalent Plan:

PACT's equivalent plan is funded by both employer contributions and employee payroll deductions. For example, in 2026 PACT cannot charge you more than 0.44% of your wages (up to the cap set by Social Security's Old-Age, Survivors, and Disability Insurance program (currently \$176,000)) to fund your portion of the equivalent plan premium. (This amount may change annually.)

Your premium contributions are set forth in the individual notice provided to you.

How Much You Will Get Paid:

Payments are equivalent to the state plan. An equivalent plan must offer payments that are equal to or greater than what is offered by the state plan. Under the state plan, you will be paid up to 90% of your wages, based on your income level, with a maximum weekly amount set at the state's average weekly wage. This amount changes each year and is \$1,423 for the start of Paid Leave in 2026.

Type and Duration of Paid Leave:

An equivalent plan must offer leave that is equal to or greater than what is offered under the state plan. PACT's Paid Leave time is equivalent to the state plan. Under the state plan, Paid Leave provides eligible employees with up to 12 weeks of job-protected leave during a benefit year for medical leave and family leave, as described below. Eligible employees may take up to 12 weeks of Paid Leave for medical leave (for their own serious health condition) and up to 12 weeks of Paid Leave for family leave (bonding, family care, military family, and safety); however, employees are limited to a total of 20 weeks of Paid Leave in a benefit year.

ATTENDANCE AND TIME AWAY FROM WORK

- Medical Leave – to care for the employee’s own serious health condition, including care related to pregnancy, childbirth, and recovery.
- Family Leave
 - Bonding - to care for and bond with a new child welcomed through birth, adoption, or foster placement.
 - Family Care – to care for a family member with a serious health condition.
 - Military Family (Qualifying Exigency) – to support a family member called to active duty.
 - Safety – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member.

For purposes of Paid Leave, “family member” means the employee’s (1) spouse or domestic partner; (2) child, including a biological child, adopted child, foster child, stepchild, child of domestic partner, or child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto custodian; (3) parent (biological, adoptive, de facto custodian, or foster parent, stepparent, or legal guardian of the employee or the employee’s spouse, or an individual who stood in loco parentis to the employee when the employee was a child) or legal guardian; (4) sibling; (5) grandchild (child of the employee’s child); (6) grandparent (parent of the employee’s parent) or spouse’s grandparent; (7) son-in-law or daughter-in-law; (8) individual who has a personal relationship with the employee that creates an expectation and reliance that the employee care for the individual without compensation, whether or not the employee and individual reside together.

Other than for bonding leave, a claim for Paid Leave benefits generally must be based on a single qualifying event lasting at least seven (7) calendar days, which must be consecutive unless leave is intermittent. The qualifying event must be certified by a healthcare provider or other professional.

Paid Leave may be taken continuously or intermittently. Employees are generally permitted to take Paid Leave for medical leave in increments of half day due to a single, seven-day qualifying event. Employees who take leave intermittently must provide PACT with a schedule of needed workdays off as soon as practicable. Employees may take up to 480 hours of intermittent medical leave in any 12-month period.

Paid Leave for Medical Leave (Generally):

A “serious health condition” means a physical or mental illness, injury, impairment, condition, or substance use disorder that involves:

- (1) Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity; or
- (2) Continuing treatment or supervision by a health care provider which includes any one or more of the following:
 - a. a period of incapacity of seven (7) or more days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances beyond the individual’s control prevent a follow-up visit from occurring as planned, by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider; or
 - ii. treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider;
 - b. a period of incapacity due to medical care related to pregnancy;
 - c. a period of incapacity or treatment for a chronic health condition that:

ATTENDANCE AND TIME AWAY FROM WORK

- i. requires periodic visits, defined as at least twice a year, for treatment by a health care provider or under orders of, or on referral by, a health care provider;
 - ii. continues over an extended period of time, including recurring episodes of a single underlying condition; and
 - iii. may cause episodic rather than continuing periods of incapacity;
- d. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
- e. a period of absence to receive multiple treatments, including any period of recovery from the treatments, by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:
 - i. restorative surgery after an accident or other injury; or
 - ii. a condition that would likely result in a period of incapacity of more than seven full calendar days in the absence of medical intervention or treatment.

Paid Leave for Bonding:

“Medical care related to pregnancy” includes prenatal care or incapacity due to pregnancy or recovery from childbirth, stillbirth, miscarriage, or related health conditions. “Bonding” means time spent by the employee who is a biological, adoptive, or foster parent with a biological, adopted, or foster child in conjunction with the child’s birth, adoption, or placement.

Paid Leave for bonding may begin at a time requested by the employee, but it must end within 12 months of the birth, adoption, or placement of a foster child, except in the case where the child remains in the hospital longer than the mother. Employees may use bonding leave before the actual placement or adoption of a child in situations such as where the employee is required to attend counseling sessions, appear in court, consult with an attorney or doctor representing the birth parent, submit to a physical examination, or to travel to another country to complete the adoption.

Paid Leave for pregnancy and bonding used for the qualifying events under the Minnesota Pregnancy and Parental Leave Act and Family and Medical Leave Act will run concurrently (so the total leave is not more than 12 weeks). Employees are eligible for FMLA.

Paid Leave for Family Care:

To qualify for benefits under the “family care” provision, an employee must have a need for leave related to caring for a family member with a serious health condition or caring for a family member who is a military member.

Paid Leave for Qualifying Exigency (Military Leave):

To qualify for benefits under the “qualifying exigency” provision, an employee must have a need for leave arising out of a military member’s active duty service or notice of an impending call or order to active duty in the United States armed forces, including providing for the care or other needs of the family member’s child or other dependent, making financial or legal arrangements for the family member, attending counseling, attending military events or ceremonies, spending time with the family member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

Paid Leave for Safety:

To qualify for benefits under Paid Leave’s “safety leave” provision, an employee must be using the leave from work to: (1) seek medical attention related to the physical or psychological injury or disability caused by domestic abuse,

ATTENDANCE AND TIME AWAY FROM WORK

sexual assault, or stalking; (2) obtain services from a victim services organization; (3) obtain psychological or other counseling; (4) seek relocation due to the domestic abuse, sexual assault, or stalking; or (5) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to, or resulting from, the domestic abuse, sexual assault, or stalking.

Notice of Need for Paid Leave

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of PACT.

To provide notice of the need to take Paid Leave, employees should contact Tauseef Khan in writing at hr@pactcharter.org. If the need for leave is foreseeable, an employee must provide PACT notice at least thirty (30) days in advance before leave is to begin. If an employee cannot give 30 days' notice because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

If dates of a scheduled leave change or are extended (or were unknown), the employee must provide notice as soon as practicable. If an employee fails to provide 30 days' notice of foreseeable leave, upon request, the employee must explain to PACT why notice was not timely given.

If an employee fails to give the required notice with no reasonable excuse, Paid Leave coverage may be delayed. In such cases, absences taken prior to Paid Leave coverage commencing may be unexcused.

PACT may require employees to provide a copy of the certification for the need for leave. Upon written request, employees must provide a copy to PACT as soon as practicable and possible, generally the same time the certification is provided to the Division.

Employees desiring intermittent leave must make a reasonable effort to share the need for leave and a proposed leave schedule with PACT prior to applying for Paid Leave benefits.

Employees are not required to seek or find a replacement worker to cover their Paid Leave hours.

How to Take Paid Leave

1. Employees must first provide PACT of their notice of the need for Paid Leave (see above).
2. Employees may then apply for benefits with PACT's Equivalent Plan Administrator Met Life up to 60 days before leave is to be taken.
3. To apply, employees need to notify the plan administrator and file a claim with their insurance carrier. You may need to provide documentation, such as a medical certification.
4. After an employee applies for Paid Leave, the employee will receive a determination from Met Life which is the official decision about whether the employee's application was approved or denied.

If approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in the employee's application.

Appeals of Decisions

If denied, employees covered by equivalent plans have the same right to appeal as those covered by the state plan. If your application for leave is denied or you disagree with the amount of your payment, you have 30 calendar days to ask that your equivalent plan review the decision. If the decision does not change, you can appeal with the Paid Leave Division within the legal deadline, 30 calendar days from when you received the review decision from your

ATTENDANCE AND TIME AWAY FROM WORK

equivalent plan. Contact Paid Leave or visit the Division's website for more information on appeals.

Modifying Approved Leave

Employees must adhere to the approved leave schedule and are not eligible for Paid Leave benefits (including job protection) for days not included in their approved leave schedule, unless a modification is approved.

Employees on a covered leave who intend to end their leave early must provide at least two (2) days' advance notice to PACT and insurer

Employees who desire to extend their leave, change an intermittent leave schedule, or change from intermittent to continuous leave, generally must inform PACT and Met Life in writing at least 14 days, or as soon as practicable, prior to the expiration of the original approved leave.

Concurrent Leave and Supplemental Benefits

To the extent permitted by law, Paid Leave runs concurrently with leave under the FMLA (including intermittent leave) and/or the Minnesota Pregnancy and Parenting Law. In addition, leave taken under Paid Leave runs concurrently with short-term disability, long-term disability, or any other bank of time off solely for the purpose of paid family and medical leave, where applicable, so long as the reason for leave qualifies for both leaves (subject to applicable law and the terms of the applicable plan).

PACT has not designated ESST or available paid time off (PTO) as a "supplemental benefit" for purposes of Paid Leave:

Continuation of Benefits

While an employee is on Paid Leave, the employee is entitled to the same healthcare insurance benefits. The employee must continue to pay the employee's portion for the benefits the employee would pay while working.

Right to Reinstatement

Generally, unless the position has otherwise been eliminated, an employee who has taken Paid Leave, and has worked for PACT for at least 90 days, is entitled to return to same position the employee held when leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment including seniority or length-of-service based pay increases.

Employment Protections

PACT will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for using or attempting to use Paid Leave in accordance with this policy and applicable law. PACT will not take your Paid Leave payments. Employees who believe they have been retaliated against must immediately report the same to hr@pactcharter.org. Equivalent plans cannot impose additional costs, conditions, or restrictions on Paid Leave beyond those in the state plan. Employees who believe PACT is violating employment protections under Paid Leave may contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

Questions

Questions concerning Paid Leave eligibility, benefits, application and modifications should be made to Paid Leave insurance carrier, the carrier information can be found on the MN Paid Leave Notice.

Questions concerning supplemental benefits, coordination with other types of leave such as short-term disability, proposed intermittent leave schedules, or returning from leave should be addressed to Human Resources.

Employees must contact the Division at the contact information above if they have any questions concerning appeals of determinations regarding Paid Leave benefits.

ORGAN DONATION LEAVE

Employees who work an average of 20 or more hours per week may take a paid leave of absence to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leave shall be determined by the employee but may not exceed 40 work hours for each donation, unless agreed to by PACT Charter School. PACT Charter School may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

SCHOOL RELATED ACTIVITIES LEAVE

Employees who work an average of 20 hours per week may use up to 16 hours each 12-month period to attend a child's School related activities, or early childhood programs, if those activities cannot be scheduled outside the Employee's work schedule. Employees may take this time unpaid or may use earned vacation or PTO. The Employee must give the Supervisor reasonable notice of the upcoming absence and make a reasonable effort to schedule the time off so as not to disrupt work.

PERSONAL LEAVE POLICY

Each Employee plays a vital role in PACT Charter School's ability to serve its students. Therefore, it is important that all Employees be available and present at PACT Charter School when scheduled to work. However, PACT Charter School recognizes that Employees occasionally need time away from work to attend to personal matters. In these cases, Employees may apply for a personal leave of absence.

Leaves will be granted on a case-by-case basis and are subject to Management approval. If you wish to take a personal leave of absence, you must apply in writing to your Manager. If possible, your request should be submitted at least 30 days before the intended start date for your requested leave.

Personal leave shall be without pay and without benefits, except that available paid time off may be required to be used to replace regular pay during a personal leave of absence. PACT Charter School will continue its contribution toward the individual's insurance premium payments during the paid portion of a leave. To continue your insurance benefits during any unpaid portion of the personal leave of absence, you will need to regularly submit a check for the entire premium payment to PACT Charter School. COBRA may apply to unpaid portions of personal leaves; see your Supervisor with questions.

PACT Charter School is not required to grant a leave of absence or to reinstate Employees to former positions unless otherwise required by State or Federal law.

MILITARY LEAVE USERRA

PACT Charter School complies with applicable Federal and State law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the Uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and all amendments thereto and all applicable State law. Appropriate documentation is required to be turned in to The Chief Operating Officer prior to the necessary leave unless military necessity makes this impossible. Employees who complete a military leave of absence will be reinstated to the Employee's previous or similar job in accordance with State and Federal law. You must notify your Manager of your intent to return to employment based on requirements of the law. For more

ATTENDANCE AND TIME AWAY FROM WORK

information regarding status, compensation, benefits, and reinstatement upon return from military leave, please contact The Chief Operating Officer.

FAMILY MILITARY LEAVE

PACT Charter School will grant an unpaid leave of absence of up to 10 working days to qualified employees under the following conditions:

- The employee's immediate family member must be a member of the armed forces and has been injured or killed while engaged in active service, or
- The employee's immediate family member has been ordered into active service in support of a war or other national emergency.

Immediate family member includes parent, child, grandparents, spouse or siblings.

Employees may use available paid time off during the time away.

The employee should give as much notice as practicable to take a leave under this policy.

MINNESOTA VOTING LEAVE

Employees generally will have sufficient time to vote before or after their regular workday. However, if necessary, you may be absent from work to vote during Election Day without reduction in pay.

HOLIDAYS

Employees not under an Employment Agreement but scheduled, budgeted and working an average of 20 or more hours per week throughout the school year will be paid on a prorated basis for any of the 12 holidays that fall within their employment period. Employees are discouraged from working on paid holidays unless prior approval has been obtained from their supervisor and Administration.

The holidays are as follows:

Labor Day

Thanksgiving break Thursday and Friday

1 prearranged day during winter break (for employees scheduled to work directly with students, time must be taken in the first pay period of the break)

Christmas Day

New Years Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Juneteenth

Fourth of July

If a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

Employees (whose position is related to student contact days) should not use PTO to extend any of the holidays/school breaks (either before or after) without the prior approval of Administration.

An employee must be in pay status on the working day before and the working day after a holiday in order to be

ATTENDANCE AND TIME AWAY FROM WORK

eligible for holiday pay. This means the employee must work his/her regularly scheduled workday immediately before and immediately after the holiday or be on a previously authorized leave with pay to be eligible for holiday pay. If an employee does not work the immediate workday before or after a holiday, he/she will not be paid for the holiday. If a holiday payment has already been made prior to the missed workday, the hours paid will be deducted from the next paycheck. Temporary employees are not eligible for holiday pay.

Employees under an Employee Agreement should refer to their agreement for holiday pay.

Holiday Premium Pay

Any non-exempt employee who is requested to work or scheduled on any paid holiday, as per the employee handbook, shall be compensated at time and one-half rate.

EARNED SICK AND SAFE TIME (ESST) NOTICE

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. ESST is in addition to Minnesota Paid Leave.

Employees who are under an Employment Agreement should refer to that agreement for information regarding their PTO and ESST.

Coaches, Casual Employees and Staff Scheduled to Work Under 1,416 Hours in a Year will accrue one (1) hour of ESST for every 30 hours worked up to a maximum of 48 hours in an accrual year. Employees can carry over accrued ESST into the next year up to a maximum of 80 hour There is no annual payout of unused ESST. ESST will not accrue above 80 hours at any time. ESST cannot be used until it is allotted. A year for purposes of these employee's ESST accrual is an employee's work anniversary period.

Licensed, School Year Staff Scheduled to Work More Than 1,416 Hours in a Year and Year-Round Staff will receive 48 hours of ESST, available for immediate use at the start of each school year. Unused ESST hours are paid out at the end of the accrual year at the employee's base rate. A year for purposes of these employee's ESST accrual is the school year period or fiscal year for year-round staff.

The ESST hours the employee has available, as well as those that have been used in the most recent pay period, will be indicated on the employee's earnings statement that they receive at the end of each pay period.

ESST will be paid at the same hourly rate employees earn from employment.

Employees are not required to seek or find a replacement for their shift to use ESST. Employees may use PTO or earned sick and safe time for all or part of a shift, depending on need.

Payout of ESST at Termination

ESST leave is not paid out at the time of termination (either voluntary or involuntary). If an employee is rehired within 180 days, any remaining ESST will be reinstated at that time. This ESST leave policy does not create a contract.

Earned Sick And Safe Time Can Be Used For:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family

ATTENDANCE AND TIME AWAY FROM WORK

- member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

A "Family Member" Means:

- an employee's:
 - child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
 - spouse or registered domestic partner; or health condition
 - sibling, stepsibling, or foster sibling
 - biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child
 - grandchild, foster grandchild, or step grandchild
 - grandparent or step grandparent
 - a child of a sibling of the employee
 - a sibling of the parents of the employee
 - a child-in-law or sibling-in-law
- any of the family members listed of a spouse or registered domestic partner of the employee
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- up to one individual annually designated by the employee.

Notifying Employer, Documentation

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform their supervisor as far in advance as possible, but at least three (3) days in advance. In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

Employees may be required to provide certain documentation regarding the reason for their use of earned sick and safe time if it is for more than two (2) consecutive days.

Retaliation, Right To File Complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For More Information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

PAID TIME OFF (PTO)

Paid Time Off (PTO) provides you with the flexibility to use your time off to meet your personal needs. You are eligible to receive PTO if you are a regular status employee scheduled to work at least 780 hours per year. Eligible employees will earn Paid Time Off (PTO) for time off needed for any reason to include vacation, personal time or reasons complying with earned sick and safe time (ESST). PTO is in addition to Minnesota Paid Leave.

For all other employees, PTO days are allocated per job classification and up to a certain maximum number of days per job classification (see PTO Table below). If a job status change occurs and an employee becomes eligible for PTO, the date of eligibility is based upon the date of regular job status change.

School Board approval and budget approval and does not include time spent in classifications that are not eligible (i.e. occasional and temporary employees).

RETURNING EMPLOYEES:

- PTO cannot be used until it is allotted.
- Employees that work year-round are encouraged to take vacation during the winter, summer and spring breaks, if possible.

NEW EMPLOYEES:

- New employees to PACT Charter School hired after the beginning of the fiscal year (July 1) will be eligible for PTO on a prorated basis.
- Employees are required to complete a Request for Leave/Report of Absence for all prearranged absences.

Paid Time Off (PTO) provides employees with the flexibility to use their time off to meet their personal needs, while recognizing their individual responsibility to manage their PTO. It is important that employees plan ahead for how they will use their PTO. Employees are encouraged to schedule appointments before or after school hours and to hold some time in “reserve” for the unexpected, such as emergencies and illnesses.

PTO days are generally not approved for student contact days during the first two weeks or last two weeks of the school year, beginning on the first day for students and ending on the last day for students, as well as during the last week of semester one and the first week of semester two. To promote a healthy educational environment and provide consistency for the students, PTO should not be used to extend holidays or breaks, such as Thanksgiving Break, Winter Break or Spring Break. Other breaks may be subject to the number of requests that are made.

Employees are required to provide their supervisor with reasonable advance notice and obtain approval prior to using PTO. This allows you and the school to prepare for your time off and assure that all staffing needs are met.

The School may require you to use any available PTO during disability or any other leave of absence with the exception of MN Paid Leave. PACT PTO will not be paid in advance, and employees must take time off in order to receive PTO pay.

Employees will not accrue PTO time while you are on an unpaid leave of absence or suspension by the school.

ATTENDANCE AND TIME AWAY FROM WORK

PACT is required to track absences for illness, work-related illness/injury, or the attendance of school-related activities for legal compliance reasons. PACT Charter School requires that PTO is to be used for any absences if available, with the exception of an ESST reason or MN Paid Leave.

Employees accumulate a specified amount of PTO each pay period worked and it is up to the employee to allocate how they will use it.

Staff Accrual Schedule - PTO	Annual Days and Hours	Annual Accrual Days	Maximum Annual Accrual
All licensed school year employees	177-197 days 8-hour day	2 days at the current FTE, available at the start of the school year	18 days
Non-licensed school year employees	154 days Working at least 780 hours	2 days at the current FTE, available at the start of the school year	80 hours
Year-round full time 1.0 FTE ≤ 5 years	260 days, 8-hour day	12 days - prorated and earned each pay period	18 days
Year-round full time 1.0 FTE 5+ years	260 days, 8-hour day	17 days - prorated and earned each pay period	18 days
Year-round part time at least .5 FTE ≤ 5 years	260 days, 4-hour day	.013/hour up to 24 hours	80 hours
Year-round part time at least .5 FTE 5+ years	260 days, 4-hour day	.036/hour up to 44 hours	144 hours

Employees have the option to carry over up to 80 hours (non-licensed staff) or 144 hours/18 days (licensed and year-round staff) of unused PTO time from year-to-year. Once you reach your cap, you will not accrue any more PTO until the following year. You will not receive retroactive PTO credit for time worked while you were at the cap limit.

At the end of the contract year, licensed staff will have their unused PTO rolled over to the next fiscal year. PTO will not be paid out.

At the end of the school year, school year employees have the option to have up to two PTO days from the current fiscal year paid out at their current hourly rate of pay.

At the end of the fiscal year, year-round employees working less than 1416 hours will have the option to have up to two PTO days paid out at their current hourly rate of pay. Employees working over 1416 hours will not have the option to have PTO paid out at the end of the fiscal calendar.

Employees who work more than 780 hours in a year will be paid for all earned and unused PTO up to the maximum accrual amount for the current fiscal year when they leave the School. At the time of resignation for PACT Charter School

ATTENDANCE AND TIME AWAY FROM WORK

year-round or licensed employees, including Administration, unused PTO will be paid out up to 10 days if available at the current substitute rate for Teachers and 73% of the base pay for the position's respective salary range for all other licensed staff or year-round staff. At the time of resignation for non-licensed employees, or those that do not work year round,, unused PTO will be paid out up to seven days at the substitute rate.

See Scheduling Leave Days for more information. This PTO policy does not create a contract.

GENERAL WORKPLACE GUIDELINES

STUDENT AND FAMILY HANDBOOK AND BOARD APPROVED POLICIES

All employees must read and understand the Student and Family Handbook and other Board of Directors approved policies and trainings. These documents will direct you on student, family and facility expectations to ensure compliance with our mission and the safety of our School.

Failure to follow these documents may result in disciplinary action, up to and including termination of employment.

PERSONNEL FILES

Personnel files are the property of PACT, and access to the information they contain is restricted to those who need to know such information in order to perform their jobs. Employees should notify Human Resources whenever there is a change of address, telephone number, marital status, emergency contact, number of dependents, or beneficiary.

To ensure compliance with Minnesota Statutes §§ 181.961 and 181.962, this policy outlines employee rights and employer responsibilities regarding access to and correction of personnel records. The Personnel Record includes documents used to determine qualifications for employment, promotion, transfer, additional compensation, discharge, or disciplinary action.

Current Employees may submit a written request to review their personnel record once every six months. Former Employees may request to review or receive a copy of their personnel record once per year for as long as the record is maintained.

Requests must be made in writing from the employee. PACT will provide the personnel file within 7 working days if the record is located in Minnesota or within 14 working days if the record is located outside Minnesota.

Records will be made available during normal business hours at the employee's workplace or a reasonably nearby location. The review may be supervised by the employer. After reviewing, the employee may request a free copy of the record.

Upon written request, a copy of the personnel record will be provided. No fee will be charged for the copy.

If an employee disputes information in the record, they may submit a written statement (up to 5 pages) explaining their position. This statement will be included in the personnel file. The statement must be provided to any third party who receives the disputed record.

The HR Specialist is responsible for maintaining personnel records and ensuring compliance with this policy. Questions or requests should be directed to the HR Specialist.

CHILDREN (OF EMPLOYEES) IN THE WORKPLACE

In order to ensure a high level of professionalism and maximum productivity, and to minimize classroom disruptions and distractions, PACT Charter School has established the following guidelines for children of employees in the workplace during scheduled work hours:

Guidelines:

- PACT Charter School recognizes the need for employees (with children that attend PACT Charter School) working student contact days to transport their children to and from school. As a result, PACT Charter School will allow PACT Charter School students of employees to enter the building prior to the school day and remain after the school day. It is expected that parents make arrangements for adequate supervision, especially in situations where confidential matters may be discussed, such as Individual Educational Plan (IEP) meetings.
- Children of employees are not allowed at the employees assigned committee meetings without prior consent from the Superintendent.
- Children of employees should not be at school on non-student days, unless for school-related reasons.
- Children of employees who are elected to the Student Council may attend after-school or evening committee functions.
- Children of employees may not visit with their parents during scheduled work (for the employee) or class (for the student) time unless an emergency.

These guidelines are made in order to accommodate the needs of our staff and families. It is assumed that all employees will use them responsibly. Any exceptions should be approved through Administration.

CLOSING PROCEDURES

To ensure the safety and security of the students, employees and site, the last person who exits the building needs to ensure that the building is secure. All the doors and exits should be locked. Concerns should be brought to the attention of the Executive Director of HR & Operations.

CRIMINAL BACKGROUND CHECK

PACT Charter School requires criminal background checks for all employees upon hire. The school will require payment for the background check from the employee and will require a check or money order as a contingency of employment. Employees or applicants for employment at PACT Charter School may be asked to sign certain authorization and release forms as requested, as a condition of employment.

The School recognizes the importance of maintaining a safe place for our students, staff, parents and volunteers. For purposes of furthering these concerns and interests, the School reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the School.

Criminal background checks will be completed for each employee, at the school's expense, every three years after the employee's initial hire date. For further information about criminal background checks, please see the HR Specialist.

NOTIFICATION OF CRIMINAL CONVICTION

Employees must notify the Executive Director of Human Resources & Operations of any criminal conviction, guilty plea, plea of no contest, or deferred adjudication. PACT Charter School will determine whether any employment action is warranted as a result.

Federal Drug-free Workplace Act Requirements

PACT Charter School and its employees require the following:

- An employee shall notify his or her supervisor or other appropriate management representative of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- PACT Charter School shall notify any federal granting/contracting agency within ten days of having received notice that an employee engaged in the performance of such contract or grant has had a criminal drug statute conviction for a violation occurring in the workplace.
- PACT Charter School will take appropriate personnel action against any employee who is convicted for a violation occurring in the workplace or will require the employee's satisfactory participation in a drug abuse assistance or rehabilitation program.

CODE OF ETHICS FOR MINNESOTA TEACHERS (8710.2100)

This policy applies to employees under an employment agreement/Licensed Staff.

Subpart 1. Scope. Each teacher, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles that defines professional conduct. These principles are reflected in the following code of ethics, which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.

This code shall apply to all persons licensed according to rules established by the Professional Educator Licensing and Standards Board.

Subpart. 2. Standards of professional conduct. The standards of professional conduct are as follows:

- A. A teacher shall provide professional education services in a nondiscriminatory manner.
- B. A teacher shall make a reasonable effort to protect the student from conditions harmful to health and safety.
- C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.
- D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.
- E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.
- F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.
- G. A teacher shall not deliberately suppress or distort subject matter.
- H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.
- I. A teacher shall not knowingly make false or malicious statements about students or colleagues.
- J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, PACT Charter School expects employees to follow rules of conduct that will protect the interests and safety of all employees and the school.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Conduct deemed harmful, negative or not in the best interests of PACT Charter School
- Theft or inappropriate removal or possession of property
- Sexual or other unlawful or unwelcome harassment
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Falsification of electronic timekeeping records
- Working under the influence of alcohol or illegal drugs
- Use of tobacco products on PACT Charter School property or at school-sponsored events off property
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, while operating tools and equipment, or while attending school-sponsored events
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of PACT Charter School property
- Violation of safety or health rules
- Possession of firearms, explosives or other dangerous or unauthorized materials, at PACT Charter School or at any school sponsored event off property. (The prohibition on carrying firearms while working applies even if the employee has a legal permit to carry such weapon)
- Excessive absenteeism or any unexplained or unreasonable absences
- Unauthorized absence from work area during the workday
- Unauthorized use of telephones, mail system, electronic devices or other employer-owned equipment
- Unsatisfactory performance or conduct
- Violation of State or Federal laws and/or PACT Charter School policies

Communications

Media Relations

Employees should not speak to the media on PACT Charter School's behalf without contacting the Superintendent. All media inquiries should be directed to the Superintendent and Director of Communication & Community Engagement.

Official Memoranda

All memoranda regarding PACT Charter School's procedures and administration or which affect PACT Charter Schools personnel as a whole must either originate from the Chief Operating Officer or be approved by the Chief Operating Officer prior to circulation.

Confidentiality

PACT Charter School is committed to protecting the privacy of individuals (employees and students) and the confidentiality of records. Employees must: (i) treat as confidential all Proprietary Information (as hereinafter defined) that may be made, or become available, to Employee; (ii) not disclose any Proprietary Information to any competitor, student, parent/guardian or supplier of PACT Charter School or to any other person for any purpose without the proper written consent of PACT Charter School; (iii) use all Proprietary Information only in connection with the duties of the Employee pursuant to Employee's relationship with PACT Charter School and not for the purpose of competing with PACT Charter School or soliciting the PACT Charter School's students, parent/guardian or potential students/families or for any other purpose; and, (iv) will prevent disclosure of any Proprietary Information by, or to, any future student/family, employer, co-worker, employee, partner, agent, or representative of the employee to others and assume liability for any breach of this agreement and for any disclosure, or use, of Proprietary Information by the employee or any of the employee's future students/families, employers, employees, co-workers, partners, agents, or representatives. The employee's obligation to maintain the confidentiality of, and not wrongfully use, the Proprietary Information is unconditional, shall survive the termination of the employee's relationship with PACT Charter School for two years, and shall not be excused whether or not the employee continues the employee's relationship with PACT Charter School.

"Proprietary Information" means any information or compilation of information related to PACT Charter School, which is not generally known to, and readily ascertainable by proper means by, other individuals or entities. Examples of Proprietary Information, not to be disclosed or used except as permitted by PACT Charter School, include, but are not limited to:

- Information concerning PACT Charter School and the PACT Charter School's students' operations, products, technology, designs, drawings, patents, ideas, procedures, practices, finances, accounting, and legal matters;
- Information concerning PACT Charter School's sales, marketing, service, bidding, leasing, pricing and cost activities and strategies, and strategic business planning activities;
- Information concerning PACT Charter School's, present or potential students/families and their dependents (hereafter referred to in this paragraph as "Clients"), including the names, addresses and telephone numbers of Clients; the Clients' financial, medical and personal information; the identity of the individuals responsible for purchasing services on behalf of Clients; the contents of contracts and agreements between PACT Charter School and Clients;
- Vendor and supplier information including the names, addresses, email addresses and telephone numbers of PACT Charter School's vendors and suppliers; information regarding the PACT Charter School's relationship with its vendors and suppliers; the contents of contracts and agreements between PACT Charter School and its vendors and suppliers; financial information concerning its vendors and suppliers; and identity, quantity and prices of products purchased by PACT Charter School from its vendors and suppliers;
- Anything marked or stamped "confidential" and/or similar marking; and,
- Any information that PACT Charter School is required by law or contract is to be kept confidential.

Employee agrees that all documents and other tangible property of any nature pertaining to activities of PACT Charter School or to any Proprietary Information, in the Employee's possession now or at any time during the period of Employee's relationship with PACT Charter School, including, without limitation, memoranda, notebooks, notes, data sheets, records, blueprints, and electronic or mechanical data storage devices and records, are and shall be the property of the and that they and all copies of them shall be surrendered to PACT Charter School whenever requested by PACT Charter School from time to time and immediately following termination of Employee's employment for any reason. Violation of this policy could lead to discipline, up to and including termination.

COPYRIGHT/TRADEMARKS

Respect all copyright and other intellectual property laws. For PACT Charter School's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including PACT Charter School's own copyrights, trademarks and brands.

Data Privacy - Students

All employees of PACT Charter School are expected to follow laws regarding data privacy for students. Request for information regarding students should be directed to the Chief Operating Officer.

DEPARTMENT OF EDUCATION - LICENSES

All teachers are responsible for making sure that their licenses are up to date. A copy of each teacher's current license should be on file in the office. PACT Charter School will provide clock hour certificates for all professional development activities offered by PACT Charter School. Teachers will receive support from PACT Charter School in the process of renewing professional licenses. However, it is the teachers' responsibility to establish a timely plan and fulfilling requirements for completing the renewal process.

DRESS CODE GUIDELINES

PACT Charter School values individual expression and recognizes the diversity of styles and preferences in personal dress. At the same time, we maintain high standards for professionalism and appropriateness in the educational environment. Staff attire influences student behavior, community perception, and the overall school culture.

General Guidelines

- Staff are expected to wear business casual attire that reflects professionalism and aligns with the responsibilities of their day ("dress for your day").
- Clothing should allow staff to perform their job duties safely and effectively without restriction.
- Attire should reflect good judgment and maintain a positive, professional image in alignment with current fashion trends, community expectations, and considerations of health and safety

Exceptions and Modifications

Occasional exceptions to the dress code may be appropriate during special events or designated school activities, such as:

- Spirit Week
- Field Day
- Educational or thematic programming

Staff participating in such events should use sound professional judgment and are expected to consult with their supervisor when choosing attire that deviates from the standard guidelines.

DRUGS AND ALCOHOL USE

It is the policy of PACT Charter School to create a drug and alcohol-free workplace. The use of controlled substances (including legalized cannabis), alcohol, or the misuse of other drugs, (including prescribed medications which adversely affect an employee's ability to perform their job duties), is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facility to unacceptable safety risks, and undermines PACT Charter School's ability to operate effectively and efficiently.

Therefore, all use, possession, manufacture, sale, solicitation, distribution, dispensation, or transfer of controlled substances (including legalized cannabis) or alcohol while an employee is on school premises, including parking lots or while operating school machinery, equipment, vehicles, or while engaged in school business off premises, are strictly prohibited. Additionally, whenever appropriate, illegal substances found on PACT Charter School premises, including school parking lots, machinery, equipment, or vehicles, will be turned over to the Local law enforcement agency for further investigation and follow-up, including criminal prosecution.

PACT Charter School further requires that employees report to work fit for duty and free of any adverse effects of controlled substances (including legalized cannabis), alcohol or prescribed medications.

Employees in "safety sensitive positions" must report to their Manager when they are taking any prescription or over the counter medication known to cause an adverse side effect that could interfere with the employees' ability to safely perform their job (e.g., motor ability, judgment, reflexes, etc.). A "safety sensitive position" is a job in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person. Employees may be required to provide medical verification from a health care provider of ability to perform job duties while taking the prescribed medication. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

EMPLOYEE IDENTIFICATION AND ACCESS CARDS

Identification cards are issued to all permanent full- and part-time employees. Temporary, on-call, and seasonal workers are generally not issued an employee identification card. Departments requiring temporary workers to carry identification may request a department card. This card is for identification purposes only and does not provide privileges to PACT Charter School's facilities. This **MUST** be worn or carried during working hours.

Access cards may also be granted to the employee at the discretion of their supervisor and Administration. If and when an employee terminates employment with the School, the identification and access card must be surrendered to either the Human Resource Specialist or the supervisor.

COMPUTER RESOURCES/TECHNOLOGY USE

Employees who have been given the privilege of using PACT Charter School computer-based resources shall use them in a manner that fully complies with the law and with PACT Charter School policies and procedures. Employees who have knowledge of passwords or other confidential information that could be used to gain access to PACT Charter School computer systems shall hold such information in confidence. Software not properly licensed or obtained from unauthorized sources could present security and legal threats to the school and is prohibited. Contact the Director of IT if you have software that is in question. Those who use PACT Charter School computer resources in a manner that is in violation of these standards, or the law will be subject to disciplinary procedures.

Software Licenses

PACT Charter School has licensed copies of computer software from a variety of publishers. Licensed and registered copies of software programs have been placed on computers owned by the school and appropriate backup copies are made in accordance with the licensing agreements. No other copies of this software or its documentation can be made without the express written consent of the software publisher. PACT Charter School will provide legally acquired software to meet all legitimate needs. In some cases, the license agreements for a particular software program may permit an additional copy to be placed on a portable computer or home computer for school purposes. Employees will not make such additional copies of software or documentation for the software without the approval of PACT Charter School's Director of IT. The unauthorized duplication of copyrighted software or documentation is a violation of the law. Employees who make, acquire, or use unauthorized copies of PACT Charter School's computer software or documentation will be subject to disciplinary procedures, including and up to termination.

Monitoring Use of Technology Resources

PACT Charter School reserves the right to protect its investment in technology resources by enforcing strong internal controls to prevent the illegal use of resources, including the making or use of unauthorized copies of software or illegal or improper data, including text files and images.

While PACT Charter School respects the privacy of its employees, its computer assets (equipment, networks, software, etc.) are intended for school use. As such, individuals should have no expectation of privacy regarding those assets.

Electronic mail is a school resource and is provided as a school-related communications tool. Employees with legitimate business purposes may have the need to view their electronic mail messages. It is also possible that others may view messages inadvertently, since there is no guarantee of privacy for an electronic mail message. Confidential information should be restricted to "hard copies" as much as possible. Personal emails should be sent and received outside of work hours. Employees should use good judgment when using the electronic mail system. All computers are the property of PACT Charter School. Employees are expected to abide by the Acceptable Use Policy found in the Family Handbook.

Internet Use:

Internet access to Employees is based upon work need with the intent that it be used for work purposes. Employees are strictly prohibited from using their Internet access in any manner that violates the law or PACT Charter School policy, including but not limited to PACT Charter School's Sexual Harassment and Offensive Behavior/Workplace Harassment and in the Workplace Violence policy. Employees are also prohibited from downloading copyrighted information without receiving proper authorization. Multi-factor authentication required for all Google accounts.

Employees should not send or receive by any manner copyrighted materials, trade secrets, confidential or proprietary information, financial information, or other such information without prior authorization.

Violation:

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

NEPOTISM POLICY

The immediate family members (“immediate family member” is defined as a close relative including: parent, child, grandparent, grandchild, sibling, uncle, aunt, nephew, niece, first cousin, spouse, registered domestic partner, step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law) and those living together as domestic partners of current employees will not be employed by the school under any of the following circumstances:

1. Where one of the parties would have authority, or practical power, to supervise, appoint, remove, or discipline the other;
2. Where one party would be responsible for auditing the work of the other; or,
3. Where other circumstances exist which would place the parties in a situation of actual or reasonably foreseeable conflict between the interest of one or both parties and the best interests of the school.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

If two employees marry, or begin living together as domestic partners, and as a result, the circumstances prohibited exist, only one of the employees will be permitted to stay employed with the school. The decision as to which employee will remain with the school must be made by the two employees within thirty (30) calendar days of the date they marry or begin living together as domestic partners. If no decision has been made during this time, the most recently hired employee will be terminated.

In considering the employment of an employee’s “immediate family” or a relative beyond “immediate family” members, the school must ensure that the relative has:

- The appropriate education and or credential for the job
- Outside work experience related to the position, and that,
- The position is an existing and vital position with a published job description, determined pay and performance expectations

The position opening must be posted and the potential candidates vetted in accordance with the human resource policies and procedures of the school. A potential employee has the responsibility to notify the hiring agent of any relationship to current employees.

NON-FRATERNIZATION

The interactions between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in an educational setting; and consistent with PACT’s mission. Even if a student participates willingly in an activity, prohibited interactions between staff and students (regardless of the student’s age) are a violation of this policy.

PACT expects its staff to maintain appropriate professional relationships with students in particular, and any youth in general, and be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their supervisor or the Human Resource Specialist if they are unsure whether particular conduct may constitute a violation of this policy.

Employees must understand that even an appearance of inappropriate relationships will adversely impact their effectiveness in the school environment.

Many personal relationships are entirely appropriate and develop through family or neighborhood interactions

with respect and adherence to the appropriate standards of professional conduct. To the degree that such relationships develop or exist, it is the staff member's responsibility to ensure that such relationships continue along and within appropriate boundaries.

Prohibited Conduct

Staff members are prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property and whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed:

1. Engaging in any romantic or sexual relationships with students, including dating, flirting, sexual contact, inappropriate physical displays of affection, or sexually suggestive comments between staff and students, regardless of whether staff or student initiates the behavior, whether the relationship is consensual, or whether the student has parental permission, unless the employee is a student him/herself;
2. Fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with students in which the relationship is outside the bounds of the reasonable, professional staff-student relationships and in which the relationship could reasonably cause a student to view the staff person as more than a teacher, administrator, or advisor;
3. Initiating or continuing communications with students for reasons unrelated to any direct educational or emergency purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, Facebook or other social networking sites; webcams; or photographs;
4. Providing alcohol or drugs (regardless of age) to students - either prescription or illegal (except for those provided in accordance with PACT policy on medication administration); and
5. Transporting students unless part of the staff member's job description, or when given approval by Human Resources (e.g., when the employee's child is friends with the student).

Reporting Procedures

Any person with knowledge or suspicion of an improper relationship between staff and a student must immediately report the conduct to school administration. Nothing in this paragraph is intended to relieve mandated reporters of their obligations under state and local statutes.

Mobile Device Policy

PACT Charter School must maintain a productive and professional workplace, free from distractions. PACT Charter School also understands Employees use their mobile devices to communicate their personal information to others. Use of a mobile device, including the technology that the mobile device contains (to include, but not limited to cell phone, internet access, email, text messaging, cameras, recording devices, etc.), during School time, must use the following guidelines:

- Phone ringtones should be appropriate sounds that are kept silent during the work day.
- Usage of a camera is not allowed in private areas such as; bathrooms, break rooms, locker rooms, or other areas where others change. Smart phone cameras should not be used during work times.
- Mobile devices are not allowed to be used while driving for work unless vehicles are equipped with hands free technology. Employees must abide by all Local laws regarding using mobile devices when driving during School time.
- Any work use of a mobile device must have prior approval of Management.
- Personal use of a mobile device during working time should be kept to a minimum. Employees may use mobile devices during their regularly schedule breaks or lunch times.

- Mobile devices should not be used during scheduled meetings or appointments. Employees should put their mobile device on “silent” or “vibrate” during meetings so the device is not an interruption. Only extremely important calls should prompt you to excuse yourself from the meeting to take the call outside of that location to lower disruption.
- Employees need to keep their voice in a low tone when speaking on their device during the workday.
- During an emergency situation, Employees may use their mobile device to get assistance. Notify Management immediately of such use and reasons.
- Personal use of mobile devices during working time must comply with all other School policies to include Sexual Harassment, Offensive Behavior, Workplace Harassment, Workplace Violence and Social Media.
- You are responsible for your mobile device during work. PACT Charter School holds no responsibility if the device is stolen or damaged during the work day.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

TELEPHONE USE POLICY

Classroom telephones and cell phones provide convenient communications and an added measure of security. To prevent this tool from becoming a distraction during instructional time, the following use policy will be followed:

- Incoming calls to employees will be received at the front office where the teaching schedule will guide how the call is delivered. If the call arrives during instructional time, it will be sent directly to the employee’s voicemail, if available. If the call arrives during a planning time, the classroom phone will ring prior to switching to voicemail, when available.
- Staff may use internal extensions to communicate instructional concerns. Employees should rely on voicemail to receive internal calls during instructional time.
- The front office should be notified as soon as possible of an emergency call (911) having been placed.
- For staff with a voicemail, they should record a professional external greeting. Calls should be returned within 48 hours (excluding days off).
- All parents should be notified of the proper procedure for contacting staff.
- Long-distance calling should only be made on administrative phones for business purposes only, and whenever possible, the use of toll-free numbers is encouraged.
- Within five business days, employees should delete all phone messages in their voice mailboxes.
- To limit distractions and to maximize instructional time for the students, except for emergencies, the use of personal cell phones is prohibited during instructional time.

NO SOLICITATION - NO DISTRIBUTION

Non-Employees are prohibited from soliciting Employees or distributing literature on PACT Charter School premises.

Solicitation and distribution of literature by Employees is prohibited on School premises when the Employees involved are scheduled to be working or at any time in working areas of the building or in any location where students or the public are present. Solicitation of Employees by other Employees is permitted during non-working times in non-working areas of the building (for example, in the break-room during breaks or meals) to which the public is not admitted. We encourage Employees who wish to solicit financial or other support from their fellow Employees for any cause, charitable, political, or employment-related, to do so off PACT Charter School premises and maintain respectful communication.

PARKING

The School has on-site parking. The spaces that are available to staff are labeled accordingly. Other parking is available on the street at the employee's risk.

PERFORMANCE EVALUATIONS

The primary objective of performance evaluations is to provide information to employees concerning their success in accomplishing the responsibilities of their jobs. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Additional performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks; identify areas of improvement; encourage and recognize strengths; and discuss positive, purposeful approaches for meeting goals. To meet this objective, PACT Charter School needs open and ongoing communication between supervisors and staff members. In general, it is the goal of PACT Charter School to conduct a formal performance review on a yearly basis. Employees that provide services occasionally or have a lapse in normal employment for greater than two months may be subject to review date changes.

Every effort will be made to complete Employees under an Employment Agreement/Licensed Staff final evaluations by May 1st. These evaluations will be conducted by the assigned director or designee, or the employee's direct supervisor, and will consider employee, supervisor and, when appropriate, and parental input.

PERSONNEL FILES

Personnel files are maintained in the Human Resource Office. The file contains materials such as the employment application, records of training, resume, salary history, and performance evaluations.

It is important that the personnel records of PACT Charter School be accurate all times. In order to avoid issues compromising benefit eligibility or having W2s returned, PACT Charter School expects that employees will promptly notify the Human Resource Specialist of any change(s) in the following:

Home address and phone number. Staff are responsible for changing their address or phone number through the Employee Self-Serve online option and in Absence Management (formally known as Aesop).

Legal change of name. PACT Charter School will not complete a name change, unless proper documentation is provided. Human Resources requires documentation that indicates that the name change has been completed. Acceptable forms of documentation are the social security card and a photo ID, such as a driver's license.

Individuals to be contacted in the event of an emergency. Staff are responsible for changing emergency contact information through the Employee Self-Serve online option.

- Change in number of dependents
- Change of marital status
- Wish to change insurance beneficiary
- Wish to change tax exemptions
- Educational accomplishments, or any other pertinent information which may change.

Some positions at PACT Charter School require a current license. Employees are responsible for maintaining a current license and providing a copy of the official document to Human Resources. Failure to meet the requirements and/or qualify for the appropriate certificate or license may be cause for termination.

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state PACT Charter School's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

PACT Charter School's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for any of the following steps -- verbal warning, written warning, improvement plan, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, the following steps will normally be followed: a first offense may call for a verbal warning, a next offense may be followed by a written warning, another offense may lead to an improvement plan or a suspension, and still another offense may then lead to termination of employment. If more than 12 months have passed since the last disciplinary action, a determination will be made and the process may or may not start over.

PACT Charter School recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, the hope is that most employee problems can be corrected at an early stage, benefiting both the employee and PACT Charter School.

PACT Charter School may in its sole discretion utilize disciplinary measures short of termination. This in no way affects PACT Charter School's right, however, to terminate an employee at will.

REFERENCE CHECKS/EMPLOYMENT VERIFICATION

To ensure that individuals who join PACT Charter School are qualified and have a strong potential to be productive and successful, it is the policy of PACT Charter School to check the employment references of applicants.

The PACT Charter School Human Resource Office often receives calls from financial institutions, mortgage companies and other financial lending institutions regarding credit references. If requested by phone, Human Resources will verify whether or not the employee is indeed employed by PACT Charter School, date of employment and salary, if such information is stated first by the caller.

PACT Charter School Human Resources may respond to reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wages, and position(s) held. Administration may also respond to professional reference check inquiries.

SOCIAL MEDIA/ NETWORKING POLICY

POLICY STATEMENT

This policy ensures that PACT Charter School's image is maintained and protected. It is not intended to interfere with the private lives of our employees or stakeholders in leadership roles or invade their right to freedom of speech.

PURPOSE

PACT Charter School recognizes the importance of using social media as a communication and learning tool. The goal of these guidelines is to assist PACT Charter School employees and stakeholders in leadership roles in navigating the appropriate use of social media in their professional lives.

DEFINITIONS

Social Media: Includes all methods of interaction online in all forms of user-generated and distributed content, including but not limited to, blogs, social networking sites (e.g., Facebook, Twitter, Instagram, SnapChat, TikTok, etc.).

Professional Use: Refers to using social media to advance a segment or function of PACT Charter School as part of your job responsibilities. **Stakeholders in Leadership Role:** Refers to non-employees who hold leadership roles, including but not limited to the School Board of Directors, chair/co-chairs of a committee or administrative team, or administrators on social media accounts bearing the PACT name. This document will call individuals in these roles "stakeholders" throughout this policy.

Personal Use: Refers to things you may do to socialize or advance yourself personally, although this may include some professional activities like published articles or blogs.

PROFESSIONAL USE OF SOCIAL MEDIA

PACT Charter School employees and stakeholders who maintain or post on professional social media pages or accounts for the school are required to comply with the following guidelines:

1. Representing PACT Charter School as a whole is reserved for Administration. No unauthorized person or group should seek to speak for the school or secure an account or name that represents the entirety of PACT Charter School.
2. The Director of Communication and Community Engagement must approve social media sites or social groups representing segments of the PACT Charter School identity. Those seeking to create an online account should first contact the Director of Communication and Community Engagement for assistance in naming the account and best practices. The Director of Communication and Community Engagement will track all social media accounts, including usernames and passwords, and be an administrator on the account. Non-official PACT accounts or groups may not use the PACT name or identity. Social media accounts that do not comply will be asked to close the account or face legal action.
3. PACT social media accounts should be created using a generic PACT email address assigned to them by the Technology Department and should refrain from using individual email or phone numbers to assist with smooth transitions.
4. Postings may not conflict with any of PACT Charter School's existing policies and must be professional, accurate, and unbiased.
5. Employees and stakeholders may not disclose information on any social media network that is confidential or proprietary to PACT Charter School, its students, or data privacy laws.
6. Trademark, copyright, and fair use requirements must be respected. Always cite sources and references, and whenever possible, link back to them.

7. Posts involving the following will not be tolerated and will subject the individual to disciplinary action:
 - a. Discriminatory statements or sexual innuendos.
 - b. Defamatory statements, offensive photos, negative, biased, and inaccurate comments regarding PACT Charter School, its employees, students, and programs/decisions.
 - c. Use of obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illicit drugs, sexual behavior, or sexual harassment.
 - d. Information or communication that violates state or federal laws.
 - e. Images of students posted without parental consent, except for images of students taken in the public arena, such as sporting events or fine arts public performances.
 - f. Any non-public images of the school premises and property, including floor plans.

An employee who is responsible for a social media network posting that fails to comply with the rules and guidelines outlined in this policy may be subject to discipline, up to and including termination of position (for employee). A stakeholder in a leadership role who is responsible for a social media network posting that fails to comply with the rules and guidelines outlined in the policy may be subject to discipline by the School Board of Directors Chair and assigned administrative representative, up to and including removal from their position. Employees and stakeholders will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information or information that violates the privacy rights of others. Employees are legally liable for anything they write or present online.

SOCIAL MEDIA PERSONAL USE

PACT Charter School strives to maintain a positive image in the community and has adopted this social media usage policy to ensure our employees and stakeholders are aware of their responsibility to maintain a positive image as a representative of our school. PACT Charter School employees that have personal social media pages (including, but not limited to, forms of online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, virtual worlds and social networks) are expected to comply with the following guidelines set forth within this policy:

1. Use of personal social media should not conflict with any of PACT Charter School's existing policies, including but not limited to those found in the Employee Handbook.
2. As an employee and/or stakeholder of PACT Charter School, online postings always have the potential to impact the school, even those made on a personal level. Online postings should always represent a personal point of view and not necessarily that of PACT Charter School. When posting a point of view, it should neither claim nor imply speaking on PACT Charter School's behalf.
3. Social fraternization through social media between PACT staff and students is discouraged (e.g., the mutual linking of personal accounts).
4. Employees and/or stakeholders may not disclose information on any social media network that is confidential or proprietary to PACT Charter School, its students or employees, and/or that is protected by data privacy laws.
5. Posts involving the following will not be tolerated and will subject the individual to disciplinary action:
 - a. Discriminatory statements or sexual innuendos regarding PACT employees, management, or students.
 - b. Defamatory statements, offensive photos, or negative comments regarding PACT Charter School, its employees, or students.
 - c. Images of PACT employees on any social media network posted without their consent.
 - d. Any information or communication that violates state or federal laws.

- e. Images of students on any social media network posted without written parental consent, except for images of students taken in the public arena, such as at sporting events or fine arts public performances.
- f. Any nonpublic images of the school premises and property, including floor plans.

It is expected that all employees and stakeholders conduct themselves in an appropriate manner and continue to serve as positive representatives of PACT Charter School.

WHISTLEBLOWER POLICY

The Whistleblower Policy (refer to the Minnesota Statute section §181.932) is intended to create an ethical and open work environment and to ensure that PACT Charter School has a governance and accountability structure that supports its mission. It is also intended to encourage and enable the PACT Charter School board of directors, officers, employees and volunteers of PACT Charter School to raise serious concerns about the occurrence of illegal or unethical actions within PACT Charter School before turning to outside parties for resolution. If any stakeholder reasonably believes that some policy, practice, or activity of PACT Charter School violates the law, a written complaint must be filed by that stakeholder with the Superintendent of Schools or a School Board Representative.

PACT Charter School intends to adhere to all laws and regulations that apply to PACT Charter School. The underlying purpose of this policy is to support PACT Charter School's goal of legal compliance. The support of all stakeholders is necessary for achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of PACT Charter School and provides PACT Charter School with a reasonable opportunity to investigate and correct the alleged unlawful activity. These protections are only available to employees that comply with this requirement.

WORKPLACE SAFETY

SAFETY

PACT Charter School places the highest emphasis on Employee safety and complies with all applicable Federal, State and Local safety regulations. To be successful, a safety program requires the cooperation of all School Employees at all times.

Employees are also required to promptly report any suspected unsafe condition or safety hazard by contacting the current Chief Operating Officer.

While it is impossible to list each and every safety practice or rule that should be followed, the following are examples of conduct that must be followed:

1. Promptly report any suspected defects in equipment, damage to property, or other potentially hazardous conditions or practices.
2. Operate equipment only when proper guards are in place.
3. Check the condition of equipment before using.
4. Do not run on School premises. Always walk.
5. Never repair or adjust equipment unless specifically authorized to do so.
6. Report immediately all accidents and injuries, no matter how slight or seemingly insignificant, to your Manager.
7. Perform your job safely and conduct yourself in a manner that ensures your own personal safety and the safety of others.

The above list is by no means exclusive or exhaustive.

Failure to follow the above rules or other general safety practices will be addressed at the sole discretion of PACT Charter School and may result in disciplinary action, up to and including termination of employment.

ACCIDENTS/REPORTING INJURIES

Federal and State OSHA regulations require all Employees to immediately report illness or injury incurred while on the job regardless of severity. Please see your Supervisor immediately to assist with any illness or injury and to obtain a Notice of Injury form to complete.

ADMISSION OF VISITORS - SCHOOL SAFETY

PACT Charter School is dedicated to maintaining a secure and educationally sound environment for its students and staff. Therefore, to ensure safety, security, and an atmosphere conducive to teaching and learning, it shall be the policy that upon entering the campus, all visitors must report immediately to the office for permission before visiting any part of the campus. Each visitor must sign the visitor log available in the School Office. A visitor's badge will be issued and must be worn at all times while on the school campus.

Staff observing unauthorized visitors on campus should follow the school's security guidelines for notifying the office.

HAZARDOUS SUBSTANCES - RIGHT TO KNOW

All employees have the right to know if there are hazardous substances in the workplace. Supervisors will have information about any hazardous substances, harmful physical agents or infectious agents to which an employee may be exposed. Employees are strongly encouraged to familiarize themselves with the safety guidelines available in their department. It is the supervisor's responsibility to ensure all staff has been trained in Right to Know.

Driver Safety Policy

Vehicle accidents can be costly from the standpoint of human injury, lost working time, vehicle repair, and higher insurance premiums. The purpose of this policy is to set qualifications and rules for drivers of all vehicles, whether owned by our School or you personally, during business/working hours.

An employee can operate a vehicle for business purposes only if they hold a valid license and is covered by personal auto Insurance.

Driving Requirements:

While operating a personal vehicle for business use, Employees must:

- Observe applicable speed limits at all times.
- Obey all traffic rules and regulations.
- Drive defensively and anticipate driving hazards, such as bad weather and bad drivers.
- Report any and all accidents in which they are involved to the Police and their Supervisor; and
- Employees are required to follow current State and Federal law regarding use of cell phones while driving a vehicle. PACT Charter School discourages any use of cell phones while driving.
- Drivers and passengers in all vehicles used for School business must always wear safety belts.

Electronic Communication Devices and Equipment Safety While Driving Policy

Safe driving and equipment operation are always PACT Charter School's priorities. PACT Charter School may provide employee's access to electronic communication systems in the scope and course of their employment for the conduct of PACT Charter School's business. Employees are required to comply with all state and local laws regarding the use of wireless phones while driving or operating machinery or equipment. Whenever possible, employees should not make or receive telephone calls while driving or operating machinery or equipment. Employees should let incoming calls go to their voicemail and then find a safe place to pull over and park before initiating a call. Under no circumstances should employees use wireless phones during adverse weather or difficult traffic conditions. This employer takes its electronic communication and equipment safety policy seriously. Any violations of this policy will subject employees to disciplinary action, up to and including termination of employment.

PACT Charter School has set a policy that includes firm limitations on the use of cell phones by its employees. The primary function of the vehicle or equipment/machinery operator is safety. Should additional tasks be necessary, they should be handled by a passenger/coworker or the vehicle/machinery/equipment should be stopped in a safe place prior to undertaking any additional tasks, which may inhibit safe operation of PACT vehicle.

Note: If PACT Charter School provides a cell phone, calls should be limited to business calls whenever possible. Personal cell phone usage is discouraged during working hours. Callers should be encouraged to use the landline, when available.

Discipline:

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

Maltreatment of Minors Act Reporting Requirements for Mandated Reporters

The Minnesota Department of Education (MDE) is the agency responsible for assessing and investigating allegations of child maltreatment that occur in Minnesota public Schools.

If you are working within the education system and suspect that a child is being or has been abused or neglected, you are a Mandated reporter and are legally required to make the report to the responsible agency; reporting to your supervisor is not sufficient.

Mandated reporters include professionals and their delegates in the following fields: education, health care, social services, childcare, mental health, law enforcement, correctional services, and clergy.

Persons required to make a report of alleged maltreatment are protected from retaliation if the report is made in good faith. The School cannot retaliate against any employee who is required to report and cannot take any adverse actions against the employee for making the report. Adverse actions include, but are not limited to, demotions, suspension, or any change in the employee's assignment. The identity of a reporter is confidential and must be protected.

Minnesota's grooming law makes it a felony for an adult to express intent to engage in sexual conduct with a child or to deliberately build a false, trusting relationship to manipulate a child into future sexual conduct, even if no sexual conduct occurs (Minn. Stat. § 609.352; Minn. Stat. § 609.341, subd. 10).

For information refer to the schools Maltreatment of Minors Mandated Reporting Procedures located in the main office or contact the Executive Director.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

VIOLENCE IN THE WORKPLACE

PACT Charter School is committed to providing its Employees with a safe, non-violent workplace and atmosphere. Employees should not be subject to any safety threats at work from fellow Employees or from relatives, friends, or acquaintances.

The possession, sale, or use of a firearm or other weapon while on School premises, while operating PACT Charter School machinery, equipment or vehicles, while acting in the course and scope of employment for PACT Charter School, or while engaged in School work off premises are strictly prohibited.

Employees have a responsibility to help keep PACT Charter School safe and free of violence. Employees who are aware of co-workers who are engaged in the possession, sale, or use of a firearm or other weapon while on School premises, while acting in the course and scope of employment for PACT Charter School, while operating School machinery, equipment or vehicles, or while engaged in School work off premises should immediately report the conduct at issue to their Supervisor.

Employees who receive threats of violence or physical or other harm from co-workers, students, vendors, relatives, friends or acquaintances, or who are aware of such threats, should also immediately report those threats to their Supervisor, even if they think the threats are only a "joke." If you feel that reporting such threats to your Supervisor is not effective or possible, or if your Supervisor is participating in the threats, then you should report it immediately to:

Tracy Peters, Chief Operating Officer, 762-712-4200 ext. 1113

Sometimes, Employees may receive threats of violence from persons who are not employed by PACT Charter School or may become aware of co-workers who receive similar threats of violence from persons who are not employed by PACT Charter School. If Employees believe that these threats may result in harm to PACT Charter School Employees or to PACT Charter School property, they should report such threats to their Supervisor immediately.

Failure to follow this policy or obey Federal and State regulations may result in disciplinary action, up to and including termination of employment.

TERMINATION

SEPARATION FROM EMPLOYMENT

Employees under an Employment Agreement should refer to that agreement for details on termination of employment.

For all other employees, separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - voluntary employment separation initiated by an employee.

DISCHARGE - involuntary employment separation initiated by the organization.

LAYOFF - involuntary employment separation initiated by the organization for non-disciplinary reasons.

Since at-will employment with PACT Charter School is based on mutual consent, both the employee and PACT Charter School have the right to terminate employment At-Will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state laws.

Resignation is a voluntary act initiated by the employee to terminate employment with PACT Charter School. Resigning employees must put their resignation notices in writing. To help manage workload and other transition issues, PACT Charter School requests at least 2 weeks' written resignation notice from all employees. Depending upon the circumstances, employees may not be permitted to use paid leave time during their notice periods.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits. Terminating employees may be eligible to extend benefits under provision of COBRA. They must contact the Human Resource Office for more information.

Employee Notice of Resignation

Although PACT Charter School expects an individual's employment to be long-term, it understands that many circumstances arise which may necessitate resigning from employment. If an employee decides to resign, they should notify the Human Resource Specialist in writing. The notice of resignation should be dated with the date the resignation letter was completed. It should list the last day of work, or the date employment will cease, the reason for resignation and should be signed by the employee. Employees under an Employment Agreement should refer to their agreements for information on resignation of employment.

If retiring, staff should follow the same procedures as listed above. If an employee's decision to resign is based upon a situation that could be corrected, the employee is encouraged to discuss it with their supervisor before making a final decision.

Accelerating Notice of Resignation

In appropriate circumstances, PACT Charter School may accelerate an employee's notice of resignation and make it effective immediately or on any other date. Under these circumstances, an employee will be paid through the last day worked.

Resignation

Employees Under an Employment Agreement/Licensed Staff who intend to leave at the completion of their PACT Charter School

current contract are encouraged to give notice of their resignation with the annual Intent to Return offering. By doing so, it allows the school a better opportunity to find a suitable replacement. In return PACT will continue the employee's benefits at the same rates and contributions based on the following options:

1. Lump Sum Payment

- a. If the Employee under an Employment Agreement/Licensed Staff gives notice prior to May 31st, they have the option to receive one final paycheck for the remaining amount due on their contract. This payment will be made on the next available payroll after completion of their current contract and their resignation is received and acknowledged. If the Employee under an Employment Agreement/Licensed Staff chooses this option, their separation date will be listed as the first day after the completion of their contract. They will be issued COBRA for their benefits. PACT Charter School will contribute the school's portion of any benefits elected by the employee, as well as the benefits with fees only charged to the school (e.g. Life, LTD), for a period of up to 90 days or until the end of August, whichever comes first.

2. Deferred Payment

- a. If the Employee under an Employment Agreement/Licensed Staff gives notice after May 31st, the only option available is to receive their paychecks and benefits per the approved pay schedule. They will receive their last paycheck on last pay date in August.
- b. Their separation date will be listed as August 1st. COBRA benefits will be extended upon separation. Employee must accept this option in writing.

Retiring Staff Responsibilities

A retiring staff member should provide written notification of the impending retirement to Human Resources no later than 30 days prior to the last day of employment. In order to expedite retirement benefits, the staff member should notify Teachers Retirement Association (TRA) six months prior to retirement in order to make arrangements for the payment of benefits. Public Employee Retirement Association (PERA) and Teacher Retirement Association (TRA) offer a variety of pre-retirement educational classes; applicable leave time rules would apply if attending a workshop during working time. For further information, please visit the PERA or the TRA website.

Layoff

In the event it becomes necessary to reduce the workforce due to a shortage of work or funding, the abolition of a position or some other material change in duties or organization, Administration and the PACT Charter School Board will make the final decision.

All hourly and exempt employees are At-Will employees. The employer can discharge an employee at any time for any reason with or without cause, and the employee can resign at any time for any reason with or without cause.

ACKNOWLEDGMENT

ACKNOWLEDGMENT

I have received a copy of PACT Charter School's Employee Handbook dated 2026-2027. I understand that the Employee Handbook replaces and supersedes any previous Employee handbook or manual, and any previous communications, whether written or oral, on employment policies or procedures. If there is a conflict between the provisions of this policy and the express terms of an individual employment agreement, the terms of the contract control. I understand that it is my responsibility to read and abide by the policies described in the Employee Handbook. I also understand that if I violate the rules, policies, and procedures set forth herein that I may be subject to disciplinary action, up to and including termination of my employment.

I understand that these policies do not form a contract or an offer of a contract, either express or implied. PACT Charter School is an at-will employer. This means that regardless of any provision in this Employee handbook, PACT Charter School or I may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will.

I understand that PACT Charter School may modify or cancel any provisions of this Handbook or any other policies and procedures on a case-by-case basis and without notice. I also understand that only an Authorized Officer of PACT Charter School has the authority to enter into individual contracts of employment and does so only by a written agreement signed by the individual Employee and an Authorized Officer of PACT Charter School.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my Supervisor HR Specialist, or the Chief Operating Officer.

Attached to this Acknowledgment is a summary of all policies found in this Employee Handbook for my reference.

Date: _____

Employee Signature: _____

Employee Name (Please Print): _____

ACKNOWLEDGMENT: EMPLOYEE HANDBOOK POLICY SUMMARY

ACKNOWLEDGMENT: EMPLOYEE HANDBOOK POLICY SUMMARY

EMPLOYEE HANDBOOK POLICIES DATED 2026-2027

This page must be maintained with signed Acknowledgement Form

INTRODUCTION	1
MISSION	2
VISION	2
FOUNDATIONAL STATEMENTS	2
EMPLOYMENT POLICIES	2
AT WILL EMPLOYMENT	2
EQUAL EMPLOYMENT OPPORTUNITY	2
GENERAL EMPLOYEE RESPONSIBILITIES	2
REASONABLE ACCOMMODATION	3
COMPLAINT POLICY	4
PRIVACY OF EMPLOYEE INFORMATION	5
HARASSMENT AND VIOLENCE PROHIBITION POLICY	6
TENNESSEN WARNING NOTICE (PRIVACY NOTICE)	12
COMPENSATION	14
COMPENSATION PROGRAM GOALS AND OBJECTIVES	14
EMPLOYEE CLASSIFICATIONS	14
SCHEDULES AND WORKDAYS	15
School Year	15
Work Hours	15
Teaching Hours	16
All School Student Events	16
Rest and Meal Periods	16
ELECTRONIC TIMESHEETS	17
OVERTIME	18
ADMINISTRATIVE PAY CORRECTIONS	18
WAGE GARNISHMENTS	18
DIRECT DEPOSIT	18
EMPLOYEE ONLINE PAYROLL INFORMATION	19
PROFESSIONAL DEVELOPMENT PAY	19
SALARIES	20
SUMMER SALARIES	20
SALARY ADVANCES/LOANS	20
SALARY INCREASES	20
SUMMER CURRICULUM DEVELOPMENT/TRAINING PAY	20
CONTINUING EDUCATION FOR ADVANCEMENT	20
PAYDAYS AND PAYMENT METHODS	21
Meal Program	21
BENEFITS	21
BENEFIT CONTINUATION (COBRA)/MINNESOTA CONTINUATION COVERAGE	22
ATTENDANCE AND TIME AWAY FROM WORK	23
ATTENDANCE AND PUNCTUALITY	23
Staff Medical Self-Evaluation	23
Absence Notification	23
FEDERAL AND STATE LEAVES	24
BEREAVEMENT LEAVE	24
BONE MARROW DONATION LEAVE	24
ELECTION JUDGES	24
EMERGENCY CLOSINGS	24
JURY DUTY	25
FAMILY AND MEDICAL LEAVE POLICY	25
MINNESOTA PREGNANCY AND PARENTAL LEAVE	25
MINNESOTA PAID LEAVE – AVAILABILITY OF PAID LEAVE BENEFITS – EQUIVALENT PLAN	30
ORGAN DONATION LEAVE	36
SCHOOL RELATED ACTIVITIES LEAVE	36
PERSONAL LEAVE POLICY	36
MILITARY LEAVE USERRA	36
FAMILY MILITARY LEAVE	37
MINNESOTA VOTING LEAVE	37
HOLIDAYS	37
EARNED SICK AND SAFE TIME (ESST) NOTICE	38
PAID TIME OFF (PTO)	40
GENERAL WORKPLACE GUIDELINES	43
STUDENT AND FAMILY HANDBOOK AND BOARD APPROVED POLICIES	43
PERSONNEL FILES	43
CHILDREN (OF EMPLOYEES) IN THE WORKPLACE	44
CLOSING PROCEDURES	44
CRIMINAL BACKGROUND CHECK	44
NOTIFICATION OF CRIMINAL CONVICTION	45
Federal Drug-free Workplace Act Requirements	45
CODE OF ETHICS FOR MINNESOTA TEACHERS (8710.2100)	45
EMPLOYEE CONDUCT AND WORK RULES	46
COMMUNICATIONS	46
COPYRIGHT/TRADemarks	48
DEPARTMENT OF EDUCATION - LICENSES	48
DRESS CODE GUIDELINES	48
DRUGS AND ALCOHOL USE	49
EMPLOYEE IDENTIFICATION AND ACCESS CARDS	49
COMPUTER RESOURCES/TECHNOLOGY USE	49
NEPOTISM POLICY	51
Non-FRATERNIZATION	51
MOBILE DEVICE POLICY	52
TELEPHONE USE POLICY	53
No SOLICITATION - No DISTRIBUTION	53
PARKING	54
PERFORMANCE EVALUATIONS	54
PERSONNEL FILES	54
PROGRESSIVE DISCIPLINE	55
REFERENCE CHECKS/EMPLOYMENT VERIFICATION	55
SOCIAL MEDIA/ NETWORKING POLICY	56
WHISTLEBLOWER POLICY	58
WORKPLACE SAFETY	59
SAFETY	59
ACCIDENTS/REPORTING INJURIES	59
ADMISSION OF VISITORS - SCHOOL SAFETY	59
HAZARDOUS SUBSTANCES - RIGHT TO KNOW	60
VIOLENCE IN THE WORKPLACE	61
TERMINATION	63
SEPARATION FROM EMPLOYMENT	63
Employee Notice of Resignation	63
Accelerating Notice of Resignation	63
ACKNOWLEDGMENT	65
ACKNOWLEDGMENT: EMPLOYEE HANDBOOK POLICY SUMMARY	66



To: PACT Charter School Board of Directors

From: Dr. Lara Bronson, PACT Elementary Principal

Elementary Highlights: July-August, 2026

1. **Assistant Principal Introduction:** It is my honor to introduce Mr. Shane Reinhard to the PACT School Board of Directors. Shane brings a wealth of experience in education and teacher development, and most recently served as the Associate Director of Field Experience, Adjunct Faculty & Advisor in the Department of Teacher Education at the University of Northwestern – St. Paul.
2. **Summer Hires:** We are still in the process of hiring for multiple grade level positions to complete our staffing for the 2026-2027 school year. Openings exist in first grade, fourth grade, and fifth grade. Two long term substitute positions are also open. We are committed to hiring excellent educators who will provide a learning environment for all PACT students to thrive!
3. **Upcoming School Year Preparations:**
 - a. **Pikmykid:** PACT Elementary is transitioning away from Silent Dismissal and is moving to PikMyKid as a school dismissal platform for dismissal management. Rationale for this change is safety (more secure procedures such as real-time views of where students are meant to go), ability to interface with Infinite Campus, user-friendliness, and 24/7 customer support. Families will receive more information through ParentSquare notifications and Open House.
 - b. **Supply Lists & Orders:** Student supply lists were distributed to families earlier this summer. Teachers' classroom supplies have been ordered by the school office staff and will be available for teachers to pick up before and during workshop week.
 - c. **Curriculum Orders:** Grade level curriculum has been ordered by the Teaching and Learning Department and will be available for teachers to pick up before and during workshop week.
 - d. **Room Readiness & Technology Support:** The PACT Facilities Team and the PACT Technology Team have been working hard at preparing all rooms and technology needs for teachers and students to have a seamless transition back to school.
 - e. **Collaboration with PTO:** Dr. Lohse and I recently met with PTO President Julie Grawey to look ahead at all PTO events and initiatives for the 2026-2027 school year, and we are excited for this ongoing partnership!
 - f. **Kindergarten Assessments:** Taking place on August 10-14th. This is a chance for incoming kindergartners to meet their teachers and have one-on-one attention as we learn

about their strengths and abilities. This information will help teachers plan instruction that meets students' individual needs and growth goals.

- g. Building Instructional Leadership Team (BILT) Summer Institute:** Taking place on August 11-12. Elementary BILT members for 26-27 are the following teachers: Brooke Lenneman (K), Morgan Heinen (1), Brooke Thoennes (2), Amy Morgan (3), Veronica Lee (4), Kaylie Brase (5), and Michelle Jones (Intervention). The BILT Institute will allow us to focus on instructional leadership best practices across the building, acting as a proactive funnel of communication between Professional Learning Communities (PLCs) and Instructional Cabinet.
 - h. New Teacher Orientation:** Taking place on August 13-14. We are excited to welcome our new teachers and ensure they have everything they need to make their transition to PACT a successful one. Veteran teachers will serve as mentors and will meet with the new teachers both at this event and throughout the school year.
 - i. Workshop Week:** Taking place on August 17-21. We have planned a week of activities for staff that connect us, prepare us, and set the vision for the upcoming school year. Teachers will have a balance of time in their classrooms and professional development to equip them for setting the tone for student belonging and success.
 - j. Safety Patrol Training:** To be held on the evening of Monday, August 17. Fifth grade Safety Patrols and their families have been invited to attend an orientation session led by Ms. Jody Kreuger, PACT Safety Patrol Advisor.
 - k. Back to School Open House:** To be held on Thursday, August 20, from 4:30-7:30pm. We are excited to welcome students and families back to PACT! Students will be meeting their teachers, drop off their school supplies, and take their school photo. Information tables staffed by knowledgeable PACT employees will be present in the cafeteria.
 - l. First Day of School:** Monday, August 24! Can't wait to welcome our young Panthers back to school!
 - m. Parent Information Night:** To be held on Tuesday, September 8. Unlike a traditional Open House or Meet the Teacher event, Parent Information Night is designed to equip families with the information they need for a successful school year. Parents will begin with a large-group presentation in the gym to hear important school-wide announcements, learn about our priorities for the year, and receive key information about procedures and expectations. Following the gym presentation, parents will visit their child's classroom, where teachers will share classroom routines, curriculum, schedules, communication practices, and other details that will help the year run smoothly for students, families, and staff.
4. **Professional Development:** After attending and speaking about PACT's Flexible Group Model at the National Council of Teachers of English (NCTE) and National Council of Teachers of Mathematics (NCTM) joint conference on August 2-5, I look forward to offering the Board an update on how the information was received by the greater education community.

5. **Something fun!** I am working on arranging special guest speakers at our Character Awards this coming year. I want to continue to find ways to inspire students to view character development as something they should continually strive for. Stay tuned for more information!



To: PACT Charter School Board of Directors

Secondary Principal Update

WEB:

- Preparation for our incoming 6th graders is underway. WEB is a nationwide program designed to welcome and support 6th graders by connecting them with WEB Leaders, who are positive, responsible, hand-selected 8th graders. WEB Leaders act as guides and mentors for our 6th grade students as they transition to PACT Secondary. Touchpoints are set throughout the year for WEB Leaders to continue to support the 6th graders as the year goes on. WEB Leader training begins on Monday, August 10th, and we welcome our 6th grade students on campus on Wednesday, August 12th for orientation.

Online Campus

- Our Online Campus is gearing up for our fall launch. Founding Faculty spent time in professional development processing best practices for teaching online and meeting with the team supporting our learning platform. Student kits are ordered and being assembled, and our technology team is preparing Chromebooks and information for our Online Campus students. Mr. Keefe and I hosted two information sessions and had the opportunity to share about our program with new families. We are looking forward to greeting families at Open House on August 10th and launching into year one!

Planning for Fall

- Our team is planning workshop week to welcome our new staff and bring our staff back on campus. We have been busy upgrading our staff lounge, including adding a comfortable seating area and lockers for our paraprofessionals. Our conference room also had a monitor installed to support meetings and branding, including our mission and character traits on the wall. We met with the team that will work on our PACT shield above the fireplace, and are busy planning for the DECA store.

For students, we are planning our fall kick-off to start the year off strong. We are prepping our monthly advisory competitions and are excited to start the year with some fun with the Kickball

Kick-off, a day where we spend time setting academic and building expectations, while introducing new staff and enjoying time together.

Hiring Update

- We have some exciting new hires! We have hired a general education social worker and are thankful for the added support we will be able to offer our students. We have also hired an American Sign Language teacher. This new World Language option has been a student request, and we are thrilled to provide this opportunity.



PACT School Board of Directors

Office of Communication and Community Engagement

July 2026 Update

Marketing & Enrollment

- **Enrollment status:** As of 7/30/26, 964 K–12 students are on the in-person waitlist; 46 students are registered for Online Campus.
- **Online Campus promotion:** Paid social media ads ran through July to boost Online Campus enrollment, supported by two informational sessions for interested families.
- **2027–2028 lottery:** Preparations are underway; the lottery opens September 1, 2026.

Social Media

- New staff celebrations continue to be a top-performing content category on our social channels.
- Facebook: Views up 266% (198.2K), 39 new followers, and interactions up 199% (2.7K).
- Instagram: Views up 132% (70.5K), 19 new followers, and interactions up 212% (813). Total reach up 258% at 25.6K (24K were non-followers)
- LinkedIn: Impressions up 197.9% (8.6K), 14 new followers, interactions up 321.1% (299), and comments up 400%.

Communications

- **Online Campus families:** Welcome communications sent mid-July, including open house invitations and tips for setting up home learning spaces.
- **Newsletters:**
 - First all-stakeholder newsletter of the school year sent July 30 (back-to-school information).
 - Fall Activities e-newsletter sent July 31.
 - Community Ed e-newsletter sent to Elementary families August 3.
- **Upcoming:** Kindergarten assessment sign-ups and Elementary Summer Reading Program communications.
- **New resource:** Built a back-to-school communication guide for families to be distributed at open houses to clarify our communication tools.
- **ParentSquare:** Ongoing cleanup and configuration — archiving, updates, and settings review. New accounts and a separate system have been set up for Online Campus.
- **Process improvement:** Developing a written workflow to strengthen and standardize our communication process internally.

- **Transportation communications:** Piloting a new arrangement with American Transportation in September, where they communicate directly with families — reducing bottlenecks and delays on our end.

Website

- Back-to-School Hubs launched, consolidating key dates, forms, and event information in one place for families.
- Continued buildout of start-of-school content (attendance, activities, principal welcome messages, dismissal procedures, etc.).

Community Engagement

- **School theme:** "Unleash the Pride" — staff will wear themed t-shirts provided by the PTO.
- **Back-to-School Open Houses** – Families can visit classrooms and stop by informational tables on technology, volunteering, Community Ed, and athletics. The PTO is also providing PACT t-shirts to Online Campus students.
- **New teacher & workshop week presentations** (three total):
 - "Quick Start: From Zero to Panther in 25 Minutes" — new teachers
 - "School-to-Home Communication Playbook" — teachers
 - "Panther Toolkit: Everything You Need to Represent Us Well" — panel discussion, all staff
- **Recognition:**
 - PACT named Best Charter School in the Anoka County Shopper's Readers' Choice Awards (#1, Best of the Best in Education).
 - Ramsey Mayor and PACT alum Ryan Heineman '06 featured PACT on the Ramsey Community Podcast.
 - Dr. Teresa Widen co-authored a peer-reviewed article on servant leadership and teacher retention with a faculty member from Bethel University.

Governance & Policy

- The Student Handbook has been fully rewritten — expanding from 40 to 160+ pages — and is now fully aligned with MSBA policy requirements, incorporating all policy updates from the past two years. It has been divided by campus and handed to principals to tailor to their individual buildings, with completion expected by the start of the school year.



To: PACT Charter School Board of Directors
From: Director of Special Services
Subject: Department Updates

Special Education

Vision

PACT Charter School's Special Education Department will partner with parents, students and general education staff to create Individualized Education Plans aligned with grade-level standards that promote academic growth, increase student independence, and develop students of strong character.

Over the summer, the Special Education Department implemented several enhancements to our SpEd Forms platform, including streamlined dropdown menus, updated templates, and the development of goal banks. These improvements are designed to increase efficiency with due process requirements, allowing teachers to dedicate more time to high-quality instruction and student support.

The new goal banks are aligned with Minnesota grade-level academic standards. Last year, the department engaged in a comprehensive review of the standards to identify the most meaningful goals based on endurance, leverage, and readiness. Aligning IEP goals to grade-level expectations is an important step in increasing access to rigorous instruction and closing achievement gaps for students receiving special education services.

Staffing Update

The department has successfully filled all licensed Special Education positions for the 2026–27 school year, including two key leadership roles:

- *Special Education Lead Teacher (Taylor Streckert)*: This new position will provide instructional leadership by attending IEP meetings, supporting Special Education Professional Learning Communities (PLCs), and providing input for the overall improvement of department systems and workflows.
- *School Psychologist (Andrew Gelbmann)*: With seven years of experience, Andrew will strengthen our Multi-Tiered System of Supports (MTSS) by ensuring high-quality pre-referral interventions before special education evaluations are initiated. Hiring an in-house school psychologist also allows PACT to discontinue its contract with NOVA for psychologist services.

We have two paraprofessional positions, one per campus, left to fill, with interviews being held on July 29th. Stay tuned!

Mental Health Services

Suicide Screening

Over the summer, all suicide screening documentation was transitioned from Google Docs to Infinite Campus. This change strengthens student data security, ensures full FERPA compliance, and improves communication among mental health staff, making student safety information readily accessible regardless of which team members are on site.

Threat Assessments

During 2026-27, the team will work on developing a Threat Assessment process in alignment with the recommendations from Rick Kaufmann's School Safety and Security Assessment Report and Recommendations. We will be exploring Dr. Dewey Cornell's threat assessment model and resources developed at the University of Virginia to establish a consistent process for identifying, assessing, and responding to potential threats while promoting a safe and supportive school environment.

Nursing Services

Immunizations

Maintaining a healthy and safe learning environment remains a priority. [Minnesota Statute 121A.15](#) requires students to have certain immunizations, or a documented medical or non-medical exemption, on file in order to attend school. Last year involved a significant effort to bring all students into compliance, as this was not addressed in previous years. Last school year, we reached >99.5% compliance by December 1st. To continue the progress we made, this year we are asking all families to submit one of the following by the first day of school:

- A completed immunization record
- A licensed health care provider's statement of medical exemption(s)
- A notarized non-medical exemption

Cardiac Emergency Response Plan

Beginning with the 2026–27 school year, [Minnesota Statute 121A.241](#) requires all school districts and charter schools to develop and implement a Cardiac Emergency Response Plan (CERP). This plan includes establishing a Cardiac Emergency Response Team (CERT) and conducting annual emergency response drills to ensure staff and students are prepared to respond effectively in the event of a cardiac emergency. We are currently finalizing CERT membership. Once the team is established, team members will receive updated CPR and Basic Life Support training and the district's CERP will be finalized. Draft plans have been developed for both campuses:

- [Elementary CERP](#)
- [Secondary CERP](#)

Third Party Billing

Third-party billing allows schools to receive reimbursement for certain special education services provided to students who are eligible for Medical Assistance (Medicaid). When a student with an Individualized Education Plan (IEP) receives services such as speech therapy, occupational therapy, physical therapy, nursing services, or specialized transportation, the district can bill Medicaid for a portion of the cost, at no cost to families.

This process generates additional revenue that supports the district's special education programming. Funds received through third-party billing help offset the costs of providing mandated IEP services, reduce cross-subsidy pressures on the general fund, and allow the district to reinvest in staff, training, and student supports. Participation is optional for families, and parental consent is required before any billing can occur.

Last year, we made a notable process change by discontinuing our contract with A Chance to Grow and bringing the entire billing process in-house. Gail Penner, Special Education Administrative Assistant, led all data collection, ensured accurate data entry, and submitted all billing claims. This shift streamlined the process and maximized efficiency and revenue. We increased revenue from \$28,065.44 in FY25 to \$101,261.64 in FY26!