



EdVisions Cooperative
Employee Manual
for
Nerstrand Elementary
School

2015-2016

This manual is the property of:
EdVisions Cooperative, Inc.
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SECTION 1

Section 1.1 - WELCOME

We welcome you as an employee of EdVisions Cooperative, Inc. This cooperative model is one of the most innovative in the nation. It will enable you, along with your contribution of time and talent and in cooperation with the staff, students, parents, community, and School Board to provide the best possible education to the students at Nerstrand Elementary School.

You have been given the unique opportunity to work in an innovative school environment. EdVisions Cooperative is an employer that encourages creativity and innovativeness while expecting more than teaching responsibilities. As a “teacher as owner” model, all members share in the business operations including but not limited to governance, finances, payroll/personnel, facility/equipment, and property maintenance, as well as participation on various business operation committees.

EdVisions Cooperative Vision (Our image)

To be recognized nationally as an educator-owned and controlled, dependable and innovative source of services, information and products for Teacher Professional Partnerships, Charter Schools and the educational community in general.

EdVisions Cooperative Mission (What we do)

To provide administrative, technical and educational support to Teacher Professional Partnerships, Charter Schools and the educational community in general in such a way that it improves administrative efficiency, encourages the personal professional development of educators and improves the quality of education for students.

EdVisions Cooperative Core Values (What is important to us)

We believe our most important task is improving the quality of education for students through creative school reform efforts including:

1. Brain Compatible Learning Environment
 - Learning program that utilizes constructivist strategies
 - Technology infused in learning program
 - Connects with the community at large
 - Involves parents in learning
 - Staff development plan that assimilates new staff and supports innovation and
 - Staying current with latest research
 - Small school environment, low student to educator ratio

1. Democratic Learning Community

- Encourages democratic, student centered principles
 - Utilizes democratic principles in governance structure
 - Involves all educators in site management teams
 - Licensed site educators make learning program decisions, guided by stakeholders
 - Site educators make personnel decisions
 - All members complete professional development plans
 - All members participate in site-based professional reviews
 - All site members are active participants of Professional Practice organization
2. Sound Administrative and Financial Management
- Board operating with effective and legally compliant by-laws
 - Board training plan in place and followed
 - School policy requirements list developed and followed
 - Sound budget projections developed and followed or legitimate adjustments made
 - Sound accounting plan in place and utilized
 - Audits completed and acted on in a timely manner
 - Strategic planning methods outlined and followed
 - Rigorous school accountability plan developed and followed
3. Educator Professional Practice Organization
- Recognize and support educators as owners and professionals
 - Support sustainability
 - Facilitate staff development and administrative efficiency

We encourage the development of Teacher Professional Partnerships.

We uphold the highest professions standard in education.

We endorse the basic Co-op Principles of:

- Democratic control
- Operations at cost
- Limited Dividends
- Voluntary, open membership
- Member education
- Cooperation among Cooperatives
- Concern for community

This manual is designed to acquaint you with EdVisions Cooperative and Nerstrand Elementary School and provide you with information about working conditions, benefits, and policies affecting your employment.

Some policies apply to all members of the Cooperative and some are specific to Nerstrand Elementary School (such as specifics related to benefits). The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the

Cooperative and any of its members. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

1.2 CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the Cooperative, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your Administrative Team.

1.3 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application/resume and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. Employees are responsible to have, maintain and renew licenses/certificates required for their position.

1.4 “AT-WILL” EMPLOYMENT RELATIONSHIP

You enter into employment voluntarily, and you are free to resign at any time for any reason or no reason. Similarly, EdVisions Cooperative/Nerstrand Elementary School is free to conclude its relationship with any employee at any time for any reason or no reason. Following a two (2) month introductory period, employees are required to follow the Employment Termination Policy (See Section 3.14).

SECTION 2

DEFINITIONS OF MEMBERS STATUS

2.1 “EMPLOYEES” DEFINED

An “employee” of EdVisions Cooperative is a person who regularly works for EdVisions Cooperative on a wage or salary basis. “Employees” may include exempt, non-exempt, full-time, part-time, and temporary persons, and others employed with the Cooperative who are subject to the control and direction of EdVisions Cooperative in the performance of their duties.

SALARIED EXEMPT

Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

HOURLY NON-EXEMPT

Employees whose positions do not meet FLSA criteria and who are paid at an hourly rate. They will be paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

FULL-TIME

Full-time employees are those who have completed the 3-month introductory period and who are regularly scheduled to work 20 or more hours per week, averaging at least 1,000 hours annually. Generally, they are eligible for the Cooperative’s benefit package after 30 days of employment, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME

Part-time employees are those who are scheduled to work 19 hours or less per week (averaged annually) or on an intermittent basis. Part-time employees are not eligible for benefits sponsored by EdVisions Cooperative.

TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with the Cooperative is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project, work period or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the Cooperative’s benefit programs.

INTRODUCTORY EMPLOYEE

New employees or those in new positions whose performance is being evaluated to determine whether further employment in a specific position or with Nerstrand Elementary School is appropriate. When an employee completes the introductory period, the employee will be notified of his/her status with EdVisions Cooperative. Each Staff member participates in a yearly review at the end of each school year. The status of introductory employees will be addressed at this time. Completion of an introductory period does not imply or promise permanent employment status.

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SECTION 3

EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Nerstrand Elementary School will be based on merit, qualifications, and abilities. EdVisions Cooperative and/or the School Administrative team does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age, disability, sexual orientation, or any other reason as defined by law.

Nerstrand Elementary School will make reasonable accommodations for qualified individuals with known disabilities, unless doing so will result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their administrative team. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

3.2 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential school/business information is vital to the interests and success of Nerstrand Elementary School and EdVisions Cooperative. Such confidential information includes, but is not limited to, the following examples:

- Compensation data/discussion (not required by public disclosure laws),
- Financial information/discussion (not required by public disclosure laws),
- Marketing strategies,
- Pending projects and proposals,
- Proprietary processes,
- Student/Personnel/Payroll records, and
- Business/school conversations between any persons associated with the Cooperative and/or its' employees.

Employees, who improperly use, disclose, or access confidential business information will be subject to disciplinary action, up to and including immediate termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.3 NEW EMPLOYEE ORIENTATION

Orientation is a welcoming process that is designed to make the new employee feel comfortable, informed about the Cooperative and School, and prepared for their position. New employee orientation is conducted by an administrative team member, and includes an overview of the Cooperative and School history, an explanation of the Cooperative core values, vision, and mission, goals and objectives as well as School policies and procedures. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. A member of the Administrative Team will introduce the new employee to staff at Nerstrand Elementary School, review their job description and scope of position, explain the Cooperative's evaluation procedures, and help the new employee get started on specific functions.

3.4 INTRODUCTORY PERIOD FOR NEW EMPLOYEES

The introductory period for regular full-time and regular part-time employees lasts up to 2 (two) months from date of hire or the date of new position. During this time, employees have the opportunity to evaluate our Cooperative model, school and position and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the Nerstrand Elementary School Administration Team have the right to terminate employment without advance notice.

Upon satisfactory completion of the introductory period, a performance review will be given and benefits will begin immediately or based on benefit eligibility. All employees, regardless of classification or length of service, are expected to meet and maintain Cooperative standards for job performance and behavior (See Section 4, Standards of Conduct). Employees and the Administrative Team will follow the notice requirements in Sec. 3.14 Employment Termination. Completion of the Introductory Period does not change employment status nor is it a promise or contract of continued employment.

3.5 SCHOOL HOURS

Nerstrand Elementary School is open from 7:30 a.m. to 4:00 p.m., Monday – Friday when school is in session (see Section 6.8 Holidays).

The standard work week is 40 hours of work (see Section 5.3, Overtime). In the computation of various member benefits, the employee work week is considered to begin on Sunday (starting at 12:01 a.m.) through Saturday (ending at 12:00 a.m.), unless the Administrative Team makes prior other arrangements with the employee.

3.6 LUNCH PERIODS

Employees are allowed a 30-minute lunch break. Any additional time available during lunch periods is designated for classroom preparation. Lunch breaks generally are taken between the hours of 11:30 a.m. and 12:30 p.m. and may be on a staggered schedule so that your absence does not create a problem for staff or students.

3.7 BREAK PERIODS

The School may provide a break room for your comfort and employees will be allowed a bathroom break for each 4-hour period of work. Additional breaks are not guaranteed and they cannot be combined, saved, split or taken within the first or last hour of the shift. Breaks are paid and therefore the employee cannot leave the premises unless they notify a team member.

If employees have unexpected personal business to take care of, they must notify a member of the Administrative Team to discuss time away from work and make provisions as necessary. Personal business should be conducted on the employee's own time.

3.8 PERSONNEL FILES

Employee personnel files may include the following working documents: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and working documents related to member performance reviews, coaching, and mentoring.

Personnel files are the property of EdVisions Cooperative, and access to the information is restricted. Administrative personnel of EdVisions Cooperative and Nerstrand Elementary School who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact the Administrative Team member. With reasonable advance notice, the employee may review his/her personnel file in the School's office and in the presence of an Administrative Team member.

3.9 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify their designated Payroll/personnel team member of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

A employee's personnel data should be accurate and current at all times.

3.10 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the School will be made by the Director.

When the decision is made to close, employees will receive official notification from their Administrative Team.

Time off from scheduled work due to emergency closings will be unpaid for all *non-exempt* employees. However, if employees would like to be paid, they are permitted to use paid-time-off, if it is available to them.

3.11 PERFORMANCE REVIEW AND PLANNING SESSIONS

The Director will conduct performance reviews and/or planning sessions with all full-time and part-time employees after two months of service. Supervisors may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the peers and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and peers discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her school staff to make and agree on new goals, skills, and areas for improvement.

Your performance review and planning sessions will have a direct effect on your continued employment. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

New employees will be reviewed at the end of their introductory periods (see Section 3.4, Introductory Period for New Employees). After the initial review, the employee will be reviewed according to the regular schedule.

3.12 OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as the member meets the performance standards of their job description with EdVisions Cooperative. Unless the Administrative Team has approved an alternative work schedule, employees will be subject to the School's scheduling demands, regardless of any existing outside work assignments.

EdVisions Cooperative's office space, equipment, and materials are not to be used for outside employment.

3.13 CORRECTIVE ACTION

EdVisions Cooperative/Nerstrand Elementary School holds each of its employees to certain work rules and Standards of Conduct (see Section 4). When an employee deviates from these rules and standards, EdVisions Cooperative expects the employee's school personnel team to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards *typically* follows a pattern increasing in seriousness until the infraction or violation is corrected.

The *usual* sequence of corrective actions includes coaching (verbal warning), a written warning, probation, suspension and/or termination of employment. In deciding which initial corrective action would be appropriate, the Director will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, EdVisions Cooperative considers some rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of School property, the use of School equipment and/or School vehicles without prior authorization, untruthfulness about work history, skills, or training, divulging School or Cooperative business practices, and misrepresentations of EdVisions Cooperative and/or Nerstrand Elementary School to a student, parent, a prospective student/parent, the general public, or an employee.

3.14 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee
- **Termination** – involuntary employment termination
- **Layoff** – involuntary employment termination initiated by EdVisions Cooperative or the School's Administrative Team for non-disciplinary reasons

When a non-exempt/hourly employee intends to terminate his/her employment with EdVisions Cooperative, he/she shall give the Administrative Team at least two (2) weeks written notice. Exempt/salaried members shall give at least four (4) weeks written notice.

Since employment with EdVisions Cooperative is based on mutual consent, both the employee and EdVisions Cooperative have the right to terminate employment at will, with or without cause.

The payroll check date should be considered for all terminations. Should the member not work after the 20th and receive a check for the full month, the member will be required to return to the School the appropriate amount for the time not worked.

Any employee who terminates employment with EdVisions Cooperative/Nerstrand Elementary School shall return all files, employment manual, records, keys, and any other equipment or materials that are property of Nerstrand Elementary School or EdVisions Cooperative. The cost of replacing non-returned items may be deducted from the employee's final paycheck. Any outstanding financial obligations owed to EdVisions Cooperative or the School may also be deducted from the employee's final check.

Employee's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the member's expense (See Section 6, Benefits) if the member elects to do so. The employee will be notified of their COBRA benefits that may be continued and of the terms, conditions, and limitations.

3.15 SAFETY

EdVisions Cooperative provides information to the schools/employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Team meetings
- Bulletin board postings
- Memorandums
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their Administrative Team. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify the Administrative Team.

3.16 HEALTH RELATED ISSUES

Employees, who become aware of any health-related issue, including pregnancy, should give notice to their Administrative Team of health conditions and/or restrictions. This policy has been instituted strictly to protect the employee.

A written “permission to work” from the employee’s doctor may be required at the time or shortly after notice has been given and in some cases may be required before returning to work if the absence is more than 3 days. The doctor’s note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their Administrative Team.

3.17 BUILDING SECURITY

All employees who are issued keys to the School are responsible for their safekeeping. The last employee, or a designated employee, who leaves the School at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend settings, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on School property after hours without prior authorization from the Administrative Team.

3.18 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at or missing from the School or School property. EdVisions Cooperative/Nerstrand Elementary School assumes no risk for any loss or damage to personal property.

3.19 IMMIGRATION LAW COMPLIANCE

EdVisions Cooperative employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form.

3.20 CRIMINAL BACKGROUND CHECK

A criminal background check will be conducted on all School employees and independent contractors working on the premises. Volunteers may also be required to complete a background check depending on frequency, student contact and/or duties. Employees will be required to pay this cost.

3.21 PARKING

Employees must park their cars in areas designated and provided by the School.

3.22 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, visitors, and the facilities, only authorized visitors are allowed in the school/workplace and will be required to sign in. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards member welfare, and avoids potential distractions and disturbances. Confidential information should not be in the viewing area of the visitor.

3.23 SUPPLIES; EXPENDITURES; OBLIGATING THE COOPERATIVE

Only authorized persons may purchase supplies in the name of EdVisions Cooperative or Nerstrand Elementary School. No employee whose regular duties do not include purchasing shall incur any expenses on behalf of EdVisions Cooperative/Nerstrand Elementary School or bind EdVisions Cooperative/Nerstrand Elementary School by any promise or representation without written approval.

3.24 EXPENSE REIMBURSEMENT

Expenses incurred by an employee **must** have prior approval. An example of such an expense would be mileage. The reimbursement request approval will be processed like an invoice. All completed reimbursement request forms should be turned in to the Administrative Team. All supporting documentation for expenditures should be on file at the time the expense is incurred.

3.25 WHISTLEBLOWER

A whistleblower as defined by this policy is an employee of EdVisions Cooperative who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor at their site or to the EdVisions Cooperative's Administrator if complaint is not resolved. The employee must exercise sound

judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact their immediate supervisor or the EdVisions Cooperative's Administrator immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the school sites director or school board who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the EdVisions Cooperative's Administrator.

SECTION 4

STANDARDS OF CONDUCT

4.1 Work Rules and Standards

The work rules and standards of conduct for EdVisions Cooperative/Nerstrand Elementary School are important, and the Cooperative regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the School's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.13, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.7, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.7, Substance Abuse);

- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of Cooperative-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Section 4.4, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.2 Attendance/Punctuality and 4.3, Absence without Notice);
- Unauthorized use of telephones, or other School-owned equipment (See Section 4.5, Telephone Use);
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of student records or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

4.2 ATTENDANCE/PUNCTUALITY

EdVisions Cooperative and Nerstrand Elementary School expect that every employee will be regular and punctual in attendance. This means being in the school, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other members and on the School.

If you are unable to report for work for any reason, notify the Director before regular starting time. You are responsible for speaking directly with the Director about your absence. It is not acceptable to leave a message on a voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day. The Director's telephone number is (507) 332-7159.

Should undue tardiness become apparent, disciplinary action may be required.

4.3 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify the Director. This will allow the School to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the School is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform the Director of the situation and check out with the administrative assistant.

4.4 HARASSMENT, INCLUDING SEXUAL HARASSMENT

Nerstrand Elementary School and EdVisions Cooperative are committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any staff member who becomes aware of possible harassment should promptly advise the Human Rights Officers who will handle the matter in a timely and confidential manner.

Nerstrand Elementary School has adopted a Harassment and Violence Policy. It is the policy of Nerstrand Elementary School to maintain a learning and working environment that is free from religious, racial, sexual, or any other type of harassment and violence. This policy refers to staff and to staff harassment.

Policy Against Sexual Harassment, Harassment, and Sexual Violence.

Policy: Harassment is defined as verbal or physical contact, which has the intent or effect of unreasonably interfering with an individual's or group's work performance, which creates an intimidating, hostile or offensive work environment. Verbal and/or physical contact is defined as harassment when:

- € Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education; or
- € 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
- € That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive employment/educational environment

Harassment could be based on gender, race, religion, sexual preference, sexual orientation, national origin, disability, marital status, and status with regard to public assistance. These are the legally protected areas. However, Nerstrand Elementary School's policy prohibits all forms of harassment, not just those covered by law. Discrimination, sexual harassment, and sexual violence are all against the law. It is the policy of Nerstrand Elementary School to enforce a "Zero Tolerance" with regard to such behavior and to abide by all federal and state

laws which prohibit harassment. Nerstrand Elementary School will attempt to maintain an employment atmosphere free of harassment, intimidation, and coercion. Supervisory and management personnel of Nerstrand Elementary School are responsible for implementing this policy and their success in their jobs depends, in part, on a successful implementation.

Procedure: Any employee who feels that he/she is being subjected to harassment, sexual harassment, or violence in any form or he/she has witnessed sexual harassment, harassment, or sexual violence with regard to an employee, should contact his/her immediate supervisor. If the employee is uncomfortable or unwilling to contact his/her immediate supervisor he/she should contact the Director or Board Chair.

The following procedure will be used by Nerstrand Elementary School in each reported case of an incident of sexual harassment, harassment, or sexual violence. In all reported incidents, a prompt, thorough, and fair investigation will take place, giving careful consideration to protect the rights and dignity of all people involved. In addition, appropriate disciplinary action will be taken when it is determined that individuals have violated this policy.

NO RETALIATION OF ANY KIND WILL OCCUR BECAUSE YOU HAVE REPORTED AN INCIDENT OR SUSPECT SEXUAL HARASSMENT, HARASSMENT, OR SEXUAL VIOLENCE. WE ENCOURAGE YOU TO HELP US KEEP NERSTRAND ELEMENTARY SCHOOL FREE OF HARASSMENT AND SEXUAL VIOLENCE.

In summary, it is the belief of Nerstrand Elementary School that most employees conduct themselves in a professional manner. However, if harassment or sexual violence occurs, Nerstrand Elementary Community School is confident that the procedures outlined above will assist the employee in better understanding how to deal with this issue.

4.5 TELEPHONE USE

Nerstrand Elementary School's telephones are intended for the use of serving our students and in conducting the School's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line.

To respect the rights of all members and avoid miscommunication in the school, members must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.13, Corrective Action).

4.6 PUBLIC IMAGE

A professional appearance is important any time that you come in contact with students, parents and the general public. Employees should be well groomed and dressed appropriately for our business and for their position in particular. Dress code is “business casual”.

If the Administrative Team occasionally designates “casual days”, or approved special theme days, appropriate guidelines will be provided to you.

Consult your administrative team if you have questions about appropriate school attire.

4.7 SUBSTANCE ABUSE

EdVisions Cooperative and the Nerstrand Elementary School are committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary members. The rules apply during working hours to all employees of the School while they are on the School premises or elsewhere on School business/field trips.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on School property is prohibited.

Being under the influence of illegal drugs, alcohol, or substances of abuse on School property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Cooperative’s policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting School business or being on School property while under the influence of an illegal drug or alcohol, in an impaired condition, or having the appearance (odor on breath, slurred speech, etc.) of being under the influence.

So that there is no question about what these rules signify, please note the following definitions:

School property: All Cooperative/School owned or leased property including vehicles, parking lots and land.

Controlled substance abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

Drug: Any chemical substance including alcohol that produces physical, mental, emotional, or behavioral change in the user.

Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

Illegal drug:

- a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
- b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
- c. Inhalants used illegally.

Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

4.8 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the School's premises. Employees must follow all rules posted and adhere to all policies associated with this policy (See Sections 3.7, Break Periods and 3.15, Safety).]

4.9 INTERNET USE

Employees are allowed use of the Internet and e-mail when necessary to serve our students and conduct the School's business.

Employees may use the Internet when appropriate to access information needed to conduct business of the School. Employees may use e-mail when appropriate for school correspondence.

Use of the Internet must not disrupt operation of the School's computer network and use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. EdVisions Cooperative reserves the right to access and monitor all files and messages of its employees.

SECTION 5

WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Increases will be determined by the Board of Directors on the basis of school financial status, at their discretion.

5.2 TIMEKEEPING

Accurately recording of time worked is the responsibility of every non-exempt/hourly employee. Time worked is the time actually spent on a job(s) performing assigned duties.

The School does not pay for *extended* breaks or time spent on personal matters.

The time sheet is a legal instrument. Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each week. The payroll person or appropriate person must approve any changes to an employee's time record. Questions regarding the payroll should be directed to the payroll/personnel member at your school and/or EdVisions Cooperative.

Time Sheets – Non-exempt/hourly employees will be issued a time sheet on their first day of employment. The member will be given thorough instructions on usage and instructions on what to do should a problem occur.

5.3 OVERTIME

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 40 per week at a rate of one and one-half times the non-exempt employee's regular hourly rate. Paid-Time-Off, personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime.

All overtime work performed by an hourly employee must receive the Administrative Team's prior authorization. Overtime worked without prior authorization may result in

disciplinary action. The Director's signature on a timesheet authorizes pay for hours worked and overtime.

5.4 PAYDAYS

All employees are paid monthly. The pay period for salaried employees begins on the 20th of each month and ends on the 19th of the following month. Paychecks are issued the 20th of each month. (If the employee terminates employment after the 20th see Sec. 3.14 Employment Termination). In the event that a regularly scheduled payday falls on a weekend or holiday, employees will usually receive pay on the next day of operation according to the Direct Deposit Electronic processing schedule.

EdVisions Cooperative processes payroll through a direct deposit or paycheck system. Employees receive an "advice of deposit" or check stub indicating the paid hours and deductions.

SECTION 6

BENEFITS AND SERVICES

EdVisions Cooperative offers a benefits program for its full-time employees (See Definitions, Full-time, Sec. 2). However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

6.1 GROUP INSURANCE

EdVisions Cooperative offers the following health and life insurance programs for FULL-TIME (20 or more hours per week averaged annually) members employed for 30 days. For specific information regarding the plans *see the individual Summary Plan Description*.

HEALTH INSURANCE

This Plan is a fully insured medical plan. Coverage is subject to all terms and conditions of the Plan.

- Coverage begins following 30 days of employment
- Members have their choice of three plans: \$500 Plan, \$1,500 Plan, or a high deductible Health Savings Account (HSA).
- The amount of the premium to be paid by the member and the school will be determined at each school, with the minimum being the premium for the \$1,500 Plan

DENTAL

- Coverage begins on the first of the month following 30 days of employment
- Members have their choice of two plans: Freedom Basic or Freedom Advance
- Contact your school for more information regarding these plans.

VISION

- Coverage begins on the first of the month following 30 days of employment

LIFE INSURANCE

EdVisions Cooperative provides a Life Insurance benefit for all full-time (20 hours or more per week) members. The School will cover 100% of the premium for a basic \$50,000 policy. There is an optional plan to select additional coverage and/or coverage for your dependents. Coverage is subject to all terms and conditions of the Plan.

LONG TERM DISABILITY INSURANCE

This benefit plan provides for continuation of part of your income during a major illness or injury. The premium is paid by the employer. If an employee is unable to perform substantially all of his/her essential duties because of a physical or mental condition, illness or injury, for a period more than 90 days then long-term disability benefits may apply. See the Long-Term Disability Summary Plan Description for details.

SHORT TERM DISABILITY INSURANCE

This benefit plan provides for continuation of part of your income during a short term illness or injury. The premium is paid by the employer. See the Short-Term Disability Summary Plan Description for details.

The employee's portion of any premium deduction for health and disability insurance begins on the pay period prior to coverage start date. Premiums will be deducted on a pre-taxed basis. (See Flexible Spending Plan)

This Manual does not contain the complete terms and/or conditions of any of the Cooperative's current insurance benefit plans. It is intended only to provide general explanations. If there is ever any conflict between the Manual and any documents issued by one of the Cooperative's insurance carriers, the carrier's guideline regulations will be regarded as authoritative.

6.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the EdVisions Cooperative 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 a member; a reduction in a member's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at EdVisions Cooperative's group rates plus an administration fee. EdVisions Cooperative provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under EdVisions Cooperative's health insurance plan. The notice contains important information about the employee's rights and obligations.

6.3 SOCIAL SECURITY/MEDICARE

EdVisions Cooperative withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

6.4 TEACHERS RETIREMENT PLAN-TRA(Licensed teachers only)

All full-time, part-time, and temporary teachers contribute 7.5% of their gross income on a pre-tax basis to the Teacher's Retirement Plan and the employer matches the 7.5%. A teacher may also contribute an additional amount into the TSA Plan (see 6.5 Tax Sheltered Annuity Plan). The additional contribution is **not** matched by the employer.

6.5 TAX SHELTERED ANNUITY-TSA -

NON-TEACHERS

The TSA plan offers EdVisions Cooperative's employees a unique opportunity for savings, potential financial growth and favorable tax treatment.

The TSA plan helps contributors save in several ways:

- a. Gross taxable income is reduced
- b. The employee contributes 5% of the gross wages and the employer contributes a matching 5%.
- c. The employee may contribute an additional amount above the 5% that is not matched.
- d. Convenience of payroll deduction (amount you choose)

ADVISORS/TEACHERS

The TSA plan provides an option for additional Tax Sheltered Annuities savings above the Teacher's Retirement Plan (TRA). Any amount the teacher/advisor contributes in this plan is **not** matched by the employer.

6.6 PAID TIME OFF

See attached Nerstrand Elementary School Policies:

- 410.1 Salaried Staff Leave Policy
- 410.2 Non-salaried Staff Leave Policy
- 410.5 Leave of Absence Policy

6.7 RECORD KEEPING

The Administrative Team maintains PTO days earned and used. Each employee is responsible for verifying his/her information to make sure the correct amount of available hours is accurate.

6.8 HOLIDAYS

Nerstrand Elementary School observes holidays as per the Board approved calendar for each respective year.

6.9 PROFESSIONAL DEVELOPMENT

EdVisionS Cooperative and Nerstrand Elementary School recognize that the skills and knowledge of its employees are critical to the success of the School and the Cooperative. Nerstrand Elementary School offers professional development opportunities to encourage personal development, improve job-related skills, and enhance an employee's ability to compete for reasonable attainable jobs in the Cooperative. If you are interested, gather the information and contact the Director for approval.

6.8 LEAVES OF ABSENCE

1. Voting

Employees will be granted time-off on Election Day to vote in any statewide general election or to fill a vacancy in Congress. Employees are encouraged to vote prior to or after normal working hours if it is at all possible.

2. Absences for Child's School Activities (Minnesota State Law)

Under Minnesota Law regarding working-parent rights, every employee is entitled to take up to 16 hours unpaid leave a year to attend their children's school conferences, classroom activities, child care or other early childhood program. Employees may use vacation time. The employee should try to give his/her supervisor reasonable notice of the upcoming absence.

3. Absences for Sick Child Care

Under Minnesota Law regarding working-parent rights, if you work at least half time, you are allowed to use your accrued sick leave to care for your sick dependent child. Dependent child is defined the same as the Employer's Health Insurance Policy. Under Minnesota Law regarding working-parent rights, every employee is entitled to take up to 16 hours unpaid leave a year to attend their children's school conferences, classroom activities, child care or other early childhood program. Employees may use vacation time. The employee should try to give his/her supervisor reasonable notice of the upcoming absence.

4. Funeral/Bereavement Leave

See attached Policies 410.1 and 410.2.

5. Jury Duty

An employee who has completed 60 days of employment and has been summoned for jury duty will be allowed time off with pay for jury duty. The employee will need to show evidence of selection and any fees received are to be given to the Employer except for allowance for transportation to and from jury duty.

The employee is expected to work as much of the regularly scheduled assigned day as possible when not actually on jury duty. You are required to work before and after jury duty if able to work a minimum of two consecutive hours. It is necessary for you give the Employer as much advance notice as possible.

Employees who are already off work and receiving Disability Leave pay are not eligible to receive additional paid time due to serving on jury duty.

6. Military Leave

Time off *without pay* will be granted to employees who are required to report for military duty, including Reserve and National Guard duty. Disability Leave will be used during this time off.

6. Child Care/Family and Medical Leave

Child Care/Family Medical Leaves are to affirm EdVisions Cooperative and Nerstrand Elementary School's commitment to children and families. This parenting/child care leave and family medical leave policy is hereby created to provide all staff with a clear understanding and interpretation of the use and administration of Minnesota Statutes (Parenting/Child Care Leave and Federal Public Law – Family Medical Leave Act).

Furthermore, the EdVisions Cooperative staff will provide its members with support and assistance in reviewing and selecting the most appropriate options available to them. For the purposes of this policy, "parent" shall be an eligible staff member who is a natural or adoptive parent or guardian.

All leaves covered by this policy, except as provided for in Federal law, Minnesota Statute and/or PTO policy shall be unpaid leave. The statutory leaves set forth benefits that must be provided to all staff members who are eligible for the leaves.

Six-week Leave

A staff member who does not qualify for leave under the Family Medical Leave Act (12 week leave –see below) may qualify for a six-week unpaid leave for birth

or adoption of a child. The employee needs to request the leave at least 30 days in advance. The school will continue to provide health insurance benefits under its group health plan under the same conditions coverage would have been provided had the staff member not taken a leave. A staff member's failure to pay on time may result in termination of coverage. Repayment of the schools contribution may be required should the member not return from the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

Twelve-week Leave

Regular full-time staff members who have been employed by the School for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- Birth of the staff member's child
 - Placement of an adopted or foster child with the staff member;
 - To care for the staff member's spouse, son, daughter, or parent with a serious health condition; and/or
 - The staff member's serious health condition makes the person unable to perform the functions of the staff member's job.
1. For the purposes of this policy, "year" is defined as a rolling 12 month period measured backward from the date the staff member uses any leave.
 2. A "serious health condition" typically requires either inpatient care, an absence of 3 or more days for a serious health condition or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
 3. Eligible spouses employed by the school are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the staff member's own serious health condition.
 4. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school site or when medically necessary. However, part-time staff members are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week.

5. If a staff member requests a leave for a serious health condition of the staff member or the staff member's spouse, child or parent, the staff member will be required to submit sufficient certification. In such a case, the staff member must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
6. Requests for leave shall be made to the Teacher Professional Partnership. Staff members must give 30 days written notice of a leave of absence where practicable. Staff members are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school site, subject to and in coordination with the health care provider.
7. During the period of a leave permitted under this policy (which does not exceed a total 12 work weeks in the applicable 12 month period), the school will provide health insurance under its group health plan under the same conditions coverage would have been provided had the staff member not taken the leave. The staff member will be responsible for payment of the staff member contribution to continue group health insurance coverage during the leave. A staff member's failure to make necessary and timely contributions may result in termination of coverage. The staff member may be allowed to substitute earned PTO leave for unpaid leave: the eligible PTO days must have been earned in the months prior to the implementation of the unpaid leave.
8. Staff members returning from leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or equivalent position as provided by law. However, the staff member has no greater right to reinstatement or to other benefits and conditions of employment than if the staff member had been continuously employed during the leave.
9. A staff member who does not return to work after leave or does not return for at least 30 working days, may, in some situations, be required to reimburse the school for the cost of the health plan premiums paid by it.
10. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 (FMLA) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that ACT and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, that language of the applicable law will prevail.

Contact the appropriate Management Team member or EdVisions Cooperative for the Leave Request Form.

SECTION 7

EMPLOYEE COMMUNICATIONS

7.1 STAFF MEETINGS

Weekly staff meetings will be held. These informative meetings allow employees to be informed on recent Cooperative and/or School activities, changes in the workplace and member recognition.

7.2 BULLETIN BOARDS

Bulletin boards placed in the lounge provide employees access to important posted information and announcements. The employee is responsible for reading necessary information

7.3 PROCEDURE FOR HANDLING COMPLAINTS

See attached policy 103.

We look forward to your involvement, participation, and contributions to Nerstrand Elementary School and EdVisions Cooperative. If you have any questions do not hesitate to ask someone at the School or contact EdVisions Cooperative at (507) 248-3738 ext 2 or andrea@edvisionscooperative.org.

Be sure to check out the Nerstrand Elementary School and EdVisions websites regularly for information, professional development opportunities and to communicate with educational professionals throughout the country.

www.nerstrand.charter.k12.mn.us
www.edvisionscooperative.org

Nerstrand Elementary School Policy 410.1
Independent Charter School District #4055

Adopted: 4/8/2002

Amended: 6/10/2002

Amended: 4/14/2008

Amended: 8/26/2008

410.1 Salaried Staff Leave Policy

I. PURPOSE

The purpose of this policy is to provide guidelines for the different types of paid leave to Nerstrand School employees in accordance with state and federal personnel laws/policies

II. GENERAL STATEMENT OF POLICY

A. Sick Leave.

1. Salaried staff begins each new school year with eight (8) days of sick leave.
2. No more than thirty (30) days sick leave may be accrued and carried forward each school year. The maximum amount of accrued sick leave would be forty (40) days (for qualifying employees). Employees may petition the board to “borrow” no more than three days’ sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time. Employee may use any available current year personal day options as sick leave compensation.
3. Once an employee has borrowed the maximum of three (3) sick days against the next year’s sick leave, any further sick days will result in a prorated daily wage reduction taken from the next paycheck.
4. Long term substitute teachers may begin accruing sick leave, after their first ten days of service. Substitutes earn one (1) days of sick leave per twenty (20) days worked.
5. A sick leave bank may be established by the board based on a determination of need, and financial feasibility.

B. Maternity/Paternity/Adoption Leave

1. A Maternity/Paternity/Adoption Leave request shall be submitted in writing three (3) months prior to the date of the requested leave of absence. Documentation indicating the expected due/arrival date should accompany any such request.
2. Six (6) weeks (thirty working days) are granted for Maternity/Paternity/Adoption Leave.

3. Employees may use up to thirty (30) sick leave days for use as Maternity/Paternity/Adoption Leave. If thirty sick days are not available, employees may petition the board to “borrow” sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time.
4. Employees may be granted an additional two (2) weeks of Maternity/Paternity/Adoption Leave at the cost of substitute teacher compensation.
5. Leaves exceeding the six (6) week guideline may be granted at the board’s discretion and given appropriate physician’s documentation.

C. Personal Leave

1. Salaried staff accrues five (5) personal leave days per school year.
2. Salaried staff members may accrue any unused Personal Leave days as Sick Leave days up to a maximum of 10 days each year.
3. Additional compensation days (or equivalent) may be available, at the discretion of the Director, for those attending conferences deemed “required and essential to the school.” The Director shall be responsible for arranging for a Nerstrand representative.

D. Bereavement Leave

1. Bereavement leave not exceeding five (5) days may be granted to salaried staff who experience the death of an immediate family member, including: a spouse, child, parent, sibling, grandparent, and/or father/mother-in-law.
2. Additional leave may be granted at the discretion of the Director on behalf of the Board.

E. Long Term Substitute Pay

1. The Board of Directors establishes long-term substitute pay rate annually. Included in that rate would be an initial pay rate for the first ten (10) days of employment and an adjusted rate for all days following. This rate includes the accrual of sick time after the first twenty (20) days of employment.

III. DISSEMINATION OF POLICY.

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Nerstrand Elementary School Policy 410.2
Independent Charter School District #4055
Adopted: 4/8/2002

410.2 Non-Salaried Staff Leave Policy

I. PURPOSE

The purpose of this policy is to provide guidelines for the different types of paid leave to Nerstrand School employees in accordance with state and federal personnel laws/policies

II. GENERAL STATEMENT OF POLICY

A. Sick Leave.

1. Non-salaried staff begin each new school year with 10 days of sick leave. Staff hired prior to the 2001 school year are allowed to carry forward 10 additional days from previously accrued sick days from their employment with District 656.
2. No more than 30 days sick leave may be accrued and carried forward each school year. The maximum amount of accrued sick leave would be 40 days (for qualifying employees). Employees may petition the board to “borrow” sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time.
3. Long term substitute staff may begin accruing sick leave, after their first 10 days of service. Substitutes earn one (1) days of sick leave per 20 days worked.
4. A sick leave bank may be established by the board based on a determination of need.

B. Maternity/Paternity/Adoption Leave

1. A Maternity/Paternity/Adoption Leave request shall be submitted in writing three (3) months prior to the date of the requested leave of absence. Documentation indicating the expected due/arrival date should accompany any such request.
2. Six (6) weeks (thirty working days) are granted for Maternity/Paternity/Adoption Leave.
3. Non-salaried employees may use up to thirty (30) sick leave days for use as Maternity/Paternity/ Adoption Leave. If thirty sick days are not available, employees may petition the board to “borrow” sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time.

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4. Leaves exceeding the six (6) week guideline may be granted at the board's discretion and given appropriate physician's documentation.

C. Personal Leave

1. Non-salaried staff accrues 2 personal leave days per school year, which cannot be carried forward.
2. Employees may request an additional personal leave day without pay.

D. Bereavement Leave

1. Bereavement leave not exceeding 5 days may be granted to non-salaried staff who experience the death of an immediate family member, including: a partner, child, parent, sibling, grandparent, and/or father/mother-in-law.
2. Additional leave may be granted at the discretion of the Director on behalf of the Board.

IV. DISSEMINATION OF POLICY.

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Nerstrand Elementary School Policy 410.5
Independent Charter School District #4055
Adopted: 4/8/2002

410.5 Leave of Absence Policy

I. PURPOSE

The purpose of this policy is to establish a leave of absence policy for Nerstrand School employees in accordance with best practices that mutually serve students and staff.

II. GENERAL STATEMENT OF POLICY

A. Sabbatical Leave

1. Sabbatical leaves may be granted to employees after a minimum of three years of service at Nerstrand School for any one of the following reasons:
 - a. Accredited advanced study;
 - b. Research or approved professional development activity
 - c. Other activities that might be interpreted as mutually beneficial to Nerstrand School and the requesting employee
2. Employees on sabbatical leave are not paid during their leave period but are allowed to make normal progress on the salary schedule based on “step” level and education.
3. Employees requesting sabbatical leave may elect a period of time not to exceed three academic years.
4. Employees on sabbatical leave must notify the Nerstrand Board of Directors, annually, regarding their intent for the upcoming academic year. The date, February 1st of each year, will be the notification date. This allows for planning and appropriate notification time for current staff having a need to know with regard to the position vacated due to the sabbatical.
5. Nerstrand Board of Directors is the sole determiner in approving sabbaticals and how many persons may be approved for such a privilege.
6. Sabbatical requests should be submitted to the Nerstrand Board of Directors in writing. Requests are considered and honored on a first come, first served basis.

2. No more than thirty (30) days sick leave may be accrued and carried forward each school year. The maximum amount of accrued sick leave would be forty (40) days (for qualifying employees). Employees may petition the board to “borrow” sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time.
3. Long term substitute teachers may begin accruing sick leave, after their first ten days of service. Substitutes earn one (1) days of sick leave per twenty (20) days worked.
4. A sick leave bank may be established by the board based on a determination of need, and financial feasibility.

B. Maternity/Paternity/Adoption Leave

1. A Maternity/Paternity/Adoption Leave request shall be submitted in writing three (3) months prior to the date of the requested leave of absence. Documentation indicating the expected due/arrival date should accompany any such request.
2. Six (6) weeks (thirty working days) are granted for Maternity/Paternity/Adoption Leave.
3. Employees may use up to thirty (30) sick leave days for use as Maternity/Paternity/Adoption Leave. If thirty sick days are not available, employees may petition the

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board to “borrow” sick time from the upcoming school year’s benefit total, following specific guidelines with regard to paying Nerstrand School back should they terminate their employment prior to earning that time.

4. Employees may be granted an additional two (2) weeks of Maternity/Paternity/Adoption Leave at the cost of substitute teacher compensation.
5. Leaves exceeding the six (6) week guideline may be granted at the board’s discretion and given appropriate physician’s documentation.

C. Personal Leave

1. Salaried staff accrues two (2) personal leave days per school year, which cannot be carried forward.
2. A third free personal leave day is granted to all licensed teachers as compensation for work above and beyond the normal call of duty such as open house, winter program, community celebration, etc.

3. Employees may request an additional personal leave day at the cost of substitute pay.
4. Additional compensation days (or equivalent) may be available, at the discretion of the Director, for those attending conferences deemed “required and essential to the school.” The Director shall be responsible for arranging for a Nerstrand representative.

D. Bereavement Leave

1. Bereavement leave not exceeding five (5) days may be granted to salaried staff who experience the death of an immediate family member, including: a spouse, child, parent, sibling, grandparent, and/or father/mother-in-law.
2. Additional leave may be granted at the discretion of the Director on behalf of the Board.

E. Long Term Substitute Pay

1. The Board of Directors establishes long-term substitute pay rate annually. Included in that rate would be an initial pay rate for the first ten (10) days of employment and an adjusted rate for all days following. This rate includes the accrual of sick time after the first twenty (20) days of employment.

III. DISSEMINATION OF POLICY.

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.